

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <small>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</small>				1. REQUISITION NUMBER SBCR-15-0001		PAGE OF 1 66	
2. CONTRACT NO. NRC-HQ-7P-15-A-0001			3. AWARD/ EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER
7. FOR SOLICITATION INFORMATION CALL:			8. NAME LATOYA COOPER		9. TELEPHONE NUMBER (301) 415-4146		10. OFFER DUE DATE/LOCAL TIME
9. ISSUED BY US NRC - HQ ACQUISITION MANAGEMENT DIVISION MAIL STOP TWEN-5E03 ATTN LATOYA COOPER WASHINGTON DC 20555-0001			CODE NRCHQ		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> SMALL BUSINESS HUBZONE SMALL BUSINESS SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS		UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE 100.00 % FOR WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM EDWOSB 8(A) NAICS: 541611 SIZE STANDARD: \$15.0
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED SEE SCHEDULE		12. DISCOUNT TERMS As Indicated On Each Call		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING	
15. DELIVER TO As Indicated On Each Call		CODE		16. ADMINISTERED BY US NRC - HQ ACQUISITION MANAGEMENT DIVISION MAIL STOP TWEN-5E03 WASHINGTON DC 20555-0001		14. METHOD OF SOLICITATION RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP <input type="checkbox"/>	
17a. CONTRACTOR/ OFFEROR IVY PLANNING GROUP LLC 15204 OMEGA DR STE 110 ROCKVILLE MD 208504813		CODE 840203368 FACILITY CODE		18a. PAYMENT WILL BE MADE BY As Indicated On Each Call		CODE NRCHQ	
TELEPHONE NO.				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 15a UNLESS BLOCK BELOW IS CHECKED SEE ADDENDUM			
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18c. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 15a UNLESS BLOCK BELOW IS CHECKED SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	GSA Contract #: GS23F9805H The contractor shall provide Diversity and Inclusion Services in accordance with the attached Statement of Work (SOW). NRC's Contracting Officer's Representative: Anthony Barnes, (301) 415-1185, anthony.barnes@nrc.gov Ivy Planing Group, LLC Point of Contact: Janet Smith, (301) 775-8341, jsmith@ivygrouppllc.com (Use Reverse and/or Attach Additional Sheets as Necessary)						
25. ACCOUNTING AND APPROPRIATION DATA As Indicated On Each Call						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$0.00	
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-5 AND 52.212-5 ARE ATTACHED. ADDENDA						ARE ARE NOT ATTACHED.	
X 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA						X ARE 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 SHEET'S SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.				29. AWARD OF CONTRACT: REF. OFFER DATED YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR 				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 			
30b. NAME AND TITLE OF SIGNER (Type or print) Janet Smith, President				30c. DATE SIGNED 6/17/15		31b. NAME OF CONTRACTING OFFICER (Type or print) ADELIS M. RODRIGUEZ	
						31c. DATE SIGNED 6/25/15	

TEMPLATE - ADMIN

SUNSI REVIEW COMPLETE

JUL 16 2015

ADMD02

STANDARD FORM 1449 (REV. 2/2012)
Prescribed by GSA - FAR (48 CFR) 53.212

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Total Blanket Purchase Agreement Ceiling Amount:\$893,301.05 Period of Performance: 06/25/2015 to 06/24/2020				

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
		32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY		

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

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B.4 PRICE/COST SCHEDULE

Base Year:

June 25, 2015 – June 24, 2016

CLIN	NRC Labor Category	GSA Labor Category Name	Est. Qty	Unit	Fixed Unit Price	Total
0001	Labor*					
0001a	Principal/Senior Partner	Senior Partner		Hr		
0001b	Senior Subject Matter Expert	Subject Matter Expert		Hr		
0001c	Senior Project Manager	Project Manager		Hr		
0001d	Data Research Analyst	Executive Consultant		Hr		
0001e	Senior Training Specialist	Senior Trainer		Hr		
0001f	Senior Facilitation Specialist	Senior Facilitator		Hr		
0001g	Technical Specialist	Consultant		Hr		
0001h	Administrative Assistant	Administrative Support		Hr		
0002	Travel**			Lot		
	NTE BASE PERIOD SUBTOTAL					\$179,620.25

Option Period One:

June 25, 2016 – June 24, 2017

CLIN	NRC Labor Category	GSA Labor Category Name	Est. Qty	Unit	Fixed Unit Price	Total
1001	Labor*					
1001a	Principal/Senior Partner	Senior Partner		Hr		
1001b	Senior Subject Matter Expert	Subject Matter Expert		Hr		
1001c	Senior Project Manager	Project Manager		Hr		
1001d	Data Research Analyst	Executive Consultant		Hr		
1001e	Senior Training Specialist	Senior Trainer		Hr		
1001f	Senior Facilitation Specialist	Senior Facilitator		Hr		
1001g	Technical Specialist	Consultant		Hr		
1001h	Administrative Assistant	Administrative Support		Hr		
	NTE OPTION PERIOD 1 SUBTOTAL					\$178,420.20

Option Period Two:**June 25, 2017 – June 24, 2018**

CLIN	NRC Labor Category	GSA Labor Category Name	Est. Qty	Unit	Fixed Unit Price	Total
1001	Labor*					
1001a	Principal/Senior Partner	Senior Partner		Hr		
1001b	Senior Subject Matter Expert	Subject Matter Expert		Hr		
1001c	Senior Project Manager	Project Manager		Hr		
1001d	Data Research Analyst	Executive Consultant		Hr		
1001e	Senior Training Specialist	Senior Trainer		Hr		
1001f	Senior Facilitation Specialist	Senior Facilitator		Hr		
1001g	Technical Specialist	Consultant		Hr		
1001h	Administrative Assistant	Administrative Support		Hr		
	NTE OPTION PERIOD 2 SUBTOTAL					\$178,420.20

Option Period Three:**June 25, 2018 – June 24, 2019**

CLIN	NRC Labor Category	GSA Labor Category Name	Est. Qty	Unit	Fixed Unit Price	Total
1001	Labor*					
1001a	Principal/Senior Partner	Senior Partner		Hr		
1001b	Senior Subject Matter Expert	Subject Matter Expert		Hr		
1001c	Senior Project Manager	Project Manager		Hr		
1001d	Data Research Analyst	Executive Consultant		Hr		
1001e	Senior Training Specialist	Senior Trainer		Hr		
1001f	Senior Facilitation Specialist	Senior Facilitator		Hr		
1001g	Technical Specialist	Consultant		Hr		
1001h	Administrative Assistant	Administrative Support		Hr		
	NTE OPTION PERIOD 3 SUBTOTAL					\$178,420.20

SECTION B - Supplies or Services/Prices

B.1 ADMINISTRATIVE INFORMATION

- (a) This Blanket Purchase Agreement is established under the Contractor's General Services Administration (GSA) Federal Supply Schedule (FSS) contract in accordance with Federal Acquisition Regulation (FAR) 8.405-3, Blanket Purchase Agreements (BPAs), the Contractor agrees to the following terms of a BPA EXCLUSIVELY WITH the U.S. Nuclear Regulatory Commission. All orders placed against this BPA are subject to the terms and conditions of the Contractor's FSS contract.
- (b) The NRC will place orders under the single award BPA in accordance with FAR 8.405-3(c)(1). The contract type for each individual task order may be firm fixed priced or labor hour, depending on the type of work.
- (c) The following office(s) is hereby authorized to place orders under this BPA: Any duly authorized contracting officer in the Acquisition Management Division at the U.S. Nuclear Regulatory Commission in Rockville, Maryland.
- (d) Orders will be placed against this BPA in writing and will be transmitted to the Contractor via FedConnect® transmission and/or via email.

B.2 CONSIDERATION AND OBLIGATION—BLANKET PURCHASE AGREEMENT

- (a) This BPA does not obligate any funds. The Government is obligated only to the extent of authorized orders actually issued under the BPA by the Contracting Officer.
- (b) 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 FAR 52.232-20 - Limitation of Cost for fully-funded task orders and FAR 52.232-22 - Limitation of Funds for incrementally-funded task orders, issued hereunder.
- (c) The total ceiling for this BPA is \$893,301.05.

(End of Clause)

B.3 NRCB010A BRIEF DESCRIPTION OF WORK ALTERNATE I

- (a) The title of this project is: Diversity and Inclusion Services
- (b) Summary work description: Contractor shall provide diversity and inclusion (D&I) Assessment, Management Consulting, Training and Development Consulting, and Facilitation and Engagement services for the purposes of moving the NRC to the next appropriate level of D&I employee engagement.
- (c) Orders will be issued for work in accordance with FAR 52.216-18 – Ordering.

(End of Clause)

Option Period Four:
June 25, 2019 – June 24, 2020

CLIN	NRC Labor Category	GSA Labor Category Name	Est. Qty	Unit	Fixed Unit Price	Total
1001	Labor*					
1001a	Principal/Senior Partner	Senior Partner		Hr		
1001b	Senior Subject Matter Expert	Subject Matter Expert		Hr		
1001c	Senior Project Manager	Project Manager		Hr		
1001d	Data Research Analyst	Executive Consultant		Hr		
1001e	Senior Training Specialist	Senior Trainer		Hr		
1001f	Senior Facilitation Specialist	Senior Facilitator		Hr		
1001g	Technical Specialist	Consultant		Hr		
1001h	Administrative Assistant	Administrative Support		Hr		
	NTE OPTION PERIOD 4 SUBTOTAL					\$178,420.20

NTE GRAND TOTAL PRICE (with all options exercised)		\$893,301.05
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SECTION C - Description/Specifications

C.1 STATEMENT OF WORK

1 Brief Description of Project

This is a non-personal services agreement to provide diversity and inclusion (D&I) Assessment, Management Consulting, Training and Development Consulting, and Facilitation and Engagement services for the purposes of moving the NRC to the next appropriate level of diversity and inclusion employee engagement.

C.2 Introduction

Diversity and Inclusion Management at the Nuclear Regulatory Commission (NRC) has made moderate progress over the past several years; however, there is room for significant improvement. The main challenge has been the under representation of women and minorities in the feeder group levels (GG13 - GG15) and in the SES as compared to these groups representation in the lower grades.

This imbalance impacts, and has impeded, the expansion and growth of the diversity of the personnel in the senior levels of the agency and requires immediate modification. The approach for this modification will need to be a deliberate and bold focus on leadership and management principles that challenge the status-quo for how selections are made from the internal applicant pools. NRC Managers and Supervisors are a skilled and highly intelligent pool of professionals who are ready to be held accountable for creating the change necessary to bring about the increase in diversity at the more senior levels of the agency. Additionally, it should be acknowledged that the necessary changes are possible while continuing to demonstrate a commitment to encouraging selections without regard to an individual's race, color, religion, gender, sexual orientation, gender identify or expression, national origin, age, disability, veteran status, or any other non-merit based characteristics protected by law.

"Our Nation derives strength from the diversity of its population and from its commitment to equal opportunity for all. We are at our best when we draw on the talents of all parts of our society, and our greatest accomplishments are achieved when diverse perspectives are brought to bear to overcome our greatest challenges."

- President Barack Obama, Executive Order 13583 of August, 2011

In accordance with EO 13583, the NRC is attempting to equip its leaders and staff with the best tools for assessing, understanding and engaging the agency of matters relating to diversity and inclusion.

The contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items and non-personal services necessary to perform Diversity and Inclusion Management as defined in this Statement of Work (SOW), except for those items specified as Government-furnished property and services. The contractor shall perform to the standards in this contract/order.

C.3 Background

The U.S. Nuclear Regulatory Commission (NRC) seeks to create and maintain a work

environment in which every employee can and desires to do his/her best work, thereby increasing the agency's organizational capacity to achieve its mission. In order to accomplish this goal, the agency established a Comprehensive Diversity Management Plan (CDMP) to ensure continued progress in reaching the diversity management goals, promoting a discrimination-free work environment, and providing opportunities for all employees to use their diverse talents to support the agency's mission. The NRC must maintain an ongoing effort to implement this Plan, assess and determine its changing organizational culture and its "cultural roots" or those underlying assumptions for success which drive the behavior of the members of our organization. The offices and the agency as a whole must continue to undergo "organizational/cultural awareness" and subsequent "organizational improvement/change" processes to meet the challenges and opportunities presented today and in the future.

It is important for employees in NRC's Headquarters and Regional offices to better understand the challenges of managing a diverse workforce, appreciate the benefits of multiple perspectives in support of diversity, and support the goals and objectives that link managing diversity initiatives to individual and overall organizational success. To ensure continued support and this objective, NRC continues to require the support of qualified contractor personnel with specialized expertise to support the NRC's D&I Management educational/ awareness process, advocacy, strategic justification and planning, cultural and organizational diagnostic and assessment audit, survey development, measurement including tools, links to major human resource management initiatives, feedback and change Management. NRC staff is composed of approximately 3,900 employees in both Headquarters offices and four Regional offices. This represents staff in both technical and administrative occupations.

C.4 Objective

The objective of this requirement is to provide leadership development and change management services with a focus on diversity and inclusion management for the NRC. NRC requires a contractor with the capability of providing Assessment, Management Consulting, Training and Development consulting, and Facilitation and Engagement services.

C.5 Type of Contract Contemplated

The contract type contemplated for this requirement is: single award Federal Supply Schedule Blanket Purchase Agreement. Task orders under this agreement will be issued on a Fixed Price, and/or Labor-Hours basis.

C.6 Scope of Work

The contractor shall provide all resources necessary to accomplish the tasks and deliverables described in this SOW. The Contractor shall provide a range of leadership development and change management services with a focus on diversity and inclusion management in the following areas listed below:

1. Diversity and Inclusion Assessment Services
2. Diversity and Inclusion Management Consulting Services

3.Diversity and Inclusion Training and Development Consulting Services

4.Diversity and Inclusion Facilitation and Engagement Services

Specifically, in the performance of this requirement the Contractor shall:

- Collaborate with the Office of Small Business and Civil Rights (SBCR), the Office of the Chief Human Capital Officer (OCHCO), and the Diversity Management and Inclusion Council (DMIC) and their internal stakeholders to define, analyze, and finalize work processes and operating procedures as it relates to diversity and Inclusion management at the NRC Executive Director of Operations and Deputies Level, Office Director/Regional Administrator Level, and as needed, Staff Level.
- Recommend diversity and inclusion programs, strategies, and initiatives that align with NRC Commissioners and NRC Executive Director and Deputies Development and Change Management Program.
- Assist the NRC Executive and Senior-level Leadership Team in a wide range of leadership planning, change management and programmatic activities.
- Possibly, meet with the NRC Executive and Senior-level Leadership Team to ensure a consistent vision and culture of NRC is being communicated and the goal of the service requested is clearly communicated as well.

1.0 Task Area – Diversity and Inclusion Assessment Services

1.1. General Requirements

The contractor shall review diversity and trend analysis reports. The contractor shall also collect and analyze NRC's diversity data by demographic cohort in the following areas: permanent staff, senior executive service (SES) staff, manager and supervisor staff, hires, departures, mid-level feeder groups, targeted disability hires, performance appraisal data and awards.

The contractor shall also be required to conduct trend analyses of newly gathered data from the Office of the Chief Human Capital (OCHCO) officer.

The contractor shall also conduct a demographics comparative analysis between NRC and Industry Standards to include (ORISE, CPDF, CLF, NASA, DOE, NIST, NSF and EPA or other appropriate agencies)

As appropriate the contractor shall conduct interviews and focus groups.

2.0 Task Area – Diversity and Inclusion Management Consulting Services

2.1. General Requirements

The contractor shall provide diversity and inclusion management consulting that will be directed toward senior staff in Headquarters, and Regional offices and will focus on research and evaluation, technical assistance, business process redesign, strategic planning and change management, and professional staff support. Management consulting services should (1) clarify the goals and needs; (2) conduct a gap analysis between the existing organizational state and the desired state; (3) secure management commitment; (4) develop individual and organizational timelines for implementation; (5) create buy in; and (6) develop an innovative forward thinking organization.

3.0 Task Area – Diversity and Inclusion Training and Development Consulting Services

3.1 General Requirements

The contractor shall provide recommendations for the training and development needs of managers, supervisors and employees at the NRC to improve diversity and inclusion (D&I). Training services may include but are not limited to 1) provide recommendations for off-the-shelf and customized training to meet specific agency needs related to management, organizational and business improvement efforts, 2) serve as subject matter experts on D&I to support OCHCO's training development activities, and 3) provide informal workshops and seminars on D&I for NRC employees.

Training and development goals will be determined when the specific training needs are identified and may include (1) enhancing leadership skills; (2) enhancing continuous improvement of management skills, (3) developing work flow processes and overall team effectiveness; (4) increasing management and employee "buy-in" to necessary D&I organizational changes; (5) team building; (6) enhancing performance management; and (7) developing skills and methodologies to facilitate successful D&I outcomes.

4.0 Task Area – Diversity and Inclusion Facilitation and Engagement Services

4.1. General Requirements

The contractor shall provide facilitation services that will be directed toward areas to include D&I and will focus on agency needs across a wide and varied area.

Facilitation services will focus on (1) clarifying a deeper understanding of D&I issues among agency employees; (2) enhancing personal growth and effectiveness through the processes of listening, introspection, finding meaning, and building acceptance for differing perspectives; (3) establishing a safe and confidential environment where employees can discuss and explore the full spectrum of diversity topics and how these aspects of diversity affect our ability to work together; (4) continuing efforts to build an organizational climate in which employees respect, appreciate and value individual differences; (5) determining common value and belief systems; and (6) enabling managers, supervisors and staff to have a better understanding of the differences that show up in the

workplace and how these differences can be utilized for the agency's advantage.

C.7 List Services/Deliverables

The deliverables shall be specified in each of the individual task orders.

C.8 Labor Categories

Direct Labor Category	Description of Qualifications
Principal/Senior Partner	Chief, primary or predominate representatives of the organization.
Senior Subject Matter Expert*	Shall have a minimum of 5 – 10 years' experience delivering training, consulting, and facilitation to Federal Government at the executive leadership level.
Senior Project Manager*	Shall have a minimum of 5 – 10 years' experience managing projects related to training, consulting, and facilitation.
Data Research Analyst	Shall have a minimum of 3 – 5 years' experience analysing data.
Senior Training Specialist	Shall have a minimum of 5 – 10 years' experience designing training for diversity and inclusion projects.
Senior Facilitation Specialist	Shall have a minimum of 3 – 5 years' experience facilitation experience.
Technical Specialist	Shall be specially educated and trained in the areas of Diversity and Inclusion; college degree preferred but not required.
Administrative Assistant	Shall be capable of administering all aspects of the deliverable and other office related duties, as required by the specific job.

*Key Personnel

C.9 Other Direct Costs

Travel to NRC regional offices may be required. Any travel will be included in individual task orders.

C.10 Estimated Materials Required – NA

C.11 Contract Line Item Numbers (CLIN) – See Price/Cost Schedule

C.12 Inspection of Services

Inspection and acceptance criteria for the respective deliverables shall be specified at the individual task order level. The contractor shall follow Federal Acquisition Requirement (FAR) 52.246-6, Inspection—Time-and-Material and Labor-Hour.

C.13 Reporting Requirements

Reporting requirements shall be specified at the respective task order level.

C.14 Publications

Any reports generated by the contractor under this agreement shall not be released for publication or dissemination without CO written approval.

Individual written deliverables will be as stated in the task orders.

C.15 Government-Furnished Property -- NA

C.16 Access to Government Property and Facilities

The contractor is permitted full access to the NRC Headquarters buildings and Regional buildings, as required.

C.17 Place of Performance

The work to be performed under this contract/order will be primarily performed at the contractor's facility

C.18 Recognized Holidays

New Year's Day
Martin Luther King Jr.'s Birthday
President's Day
Memorial Day
Independence Day

Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day

C.19 Hours of Operation

The contractor is responsible for conducting Monday thru Friday except Federal holidays or when the Government facility is closed due to local or national emergencies, administrative closings, or similar Government directed facility closings. For other than firm fixed price contracts, the contractor will not be reimbursed when the government facility is closed for the above reasons. The contractor must at all times maintain an adequate workforce for the uninterrupted performance of all tasks defined within this SOW when the Government facility is not closed for the above reasons. When hiring personnel, the contractor shall keep in mind that the stability and continuity of the workforce are essential.

C.20 Security Requirements

No security clearances are required.

The contractor is responsible for ensuring that all its employees, including any subcontractor employees and any subsequent new employees, who are assigned to perform the work on site, are approved by the NRC for building access.

Contractor personnel performing work under this contract or task order shall satisfy all requirements for appropriate security eligibility as specified in the contract/order in dealing with access to sensitive electronic information and information systems belonging to or being used on behalf of the NRC.

All costs associated with obtaining clearances for contractor-provided personnel will be the responsibility of the contractor. Further, the contractor will be responsible for the actions of all individuals provided to work under this contract/order. If damages arise from work performed by contractor-provided personnel under the auspices of this contract/order, the contractor will be responsible for all resources necessary to remedy the incident.

In response to HSPD 12, the Department of Treasury has initiated a program for improving the identification and authentication of Federal contractors for access to Federal facilities and electronic and information technology (EIT) systems. Federal contractor employees with access to Federal facilities and information systems are required to comply with standards developed for the *Personal Identity Verification (PIV) of Federal Employees and Contractors* in order to satisfy the requirements of HSPD 12. These standards require the creation of biometric data cards and systems to identify contractor employees. Biometric data includes personal identification information such as fingerprints and facial images and allows this personal information to be electronically stored, maintained, and accessed by the Government. All data required by Treasury's PIV system will be provided by contractors before access to Federal facilities and information systems are granted. All contractors shall comply with HSPD-12 requirements as they are implemented or changed.

(See NRC contract security clauses)

C.21 Physical Security

The contractor shall be responsible for safeguarding all Government property in its care, custody and control. At the close of each work period, Government facilities, equipment, and materials shall be secured.

C.22 Access Controls:

The contractor shall establish and implement methods of making sure all keys or key cards issued to the contractor by the Government are not lost or misplaced, are used just for official work performed under the contract/order, and are not used by unauthorized persons. No keys issued to the contractor by the Government shall be duplicated. The contractor shall develop procedures covering key control that shall be included in the Quality Control Plan. Such procedures shall include turn-in of any issued keys by personnel who no longer require access to locked areas. The contractor shall immediately report any occurrences of lost or duplicate keys/key cards to the COR and CO.

In the event keys, other than master keys, are lost or duplicated, the contractor shall, upon direction of the CO, re-key or replace the affected lock or locks; however, the Government, at its option, may replace the affected lock or locks or perform re-keying. When the replacement of locks or re-keying is performed by the Government, the total cost of re-keying or the replacement of the lock or locks shall be deducted from the monthly payment due the contractor. In the event a master key is lost or duplicated, all locks and keys for that system shall be replaced by the Government and the total cost deducted from the monthly payment due the contractor.

The contractor shall prohibit the use of Government issued keys/key cards by any persons other than the contractor's employees. The contractor shall prohibit the opening of locked areas by contractor employees to permit entrance of persons other than contractor employees engaged in the performance of assigned work in those areas, or personnel authorized entrance by the CO.

C.23 Lock Combinations: -- NA

C.24 Postaward Orientation (kickoff) or Periodic Progress Meetings

The contractor agrees to attend any postaward conference convened by the contracting activity or contract administration office in accordance with FAR Subpart 42.5.

The CO, COR, and other Government personnel, as appropriate, may meet periodically with the contractor to review the contractor's performance. At these meetings the CO will apprise the contractor of how the government views the contractor's performance and the contractor will apprise the Government of problems, if any, being experienced. Appropriate action shall be taken to resolve outstanding issues. These meetings shall be at no additional cost to the Government.

Meeting requirements shall be specified in each task order.

C.25 Contracting Officer's Representative (COR)

The COR will be officially designated by the CO by separate letter. The COR monitors all technical aspects of the contract/order and assists in its administration. The COR is authorized to perform the following functions: assure that the contractor performs the technical requirements of the contract/order; perform inspections necessary in connection with contract/task order performance; maintain written and oral communications with the contractor concerning technical aspects of the contract/order; issue written interpretations of technical requirements, including Government drawings, designs, specifications; monitor contractor's performance and notifies both the CO and contractor of any deficiencies; coordinate availability of Government-furnished property, and provide site entry of contractor personnel. A letter of designation issued to the COR, a copy of which is sent to the contractor, states the responsibilities and limitations of the COR, especially with regard to changes in cost or price, estimates or changes in delivery dates. The COR is not authorized to change any of the terms and conditions of the resulting contract/order.

C.26 General – Contractor Personnel

Contractor Employees

The contractor shall not employ persons for work on this contract if such employee is considered by the contracting officer to be a potential threat to the health, safety, security, general well-being or operational mission of the installation and its population.

Contractor personnel shall present a neat appearance and be easily recognized as contractor employees. Contractor personnel attending meetings, answering phones, and working in other situations where their status is not obvious are required to identify themselves as such to avoid creating the impression that they are Government officials.

The contractor shall not employ any person who is an employee of the U.S. Government if employing that person would create a conflict of interest. Additionally, the contractor shall not employ any person who is an employee of the NRC, unless such person seeks and receives approval according to NRC regulations.

C.27 Contractor Travel

Contractor will be authorized travel expenses consistent with the substantive provisions of the Federal Travel Regulation (FTR) and the limitation of funds specified in the task order. Travel to locations within 35 miles of the Washington DC metro area is considered local travel and will not be reimbursed. All travel requires prior written Government approval from the COR.

Travel will be reimbursed in accordance with FAR 31.205-46, "Travel costs" and the General Services Administration's Federal Travel Regulations at:
<http://www.gsa.gov/portal/content/104790>

No markup on travel will be allowed under this BPA.

C.28 Data Rights

The NRC shall have unlimited rights to and ownership of all deliverables provided under this contract/order, including reports, recommendations, briefings, work plans and all other deliverables. All documents and materials, to include the source codes of any software, produced under this contract/order are the property of the Government with all rights and privileges of ownership/copyright belonging exclusively to the Government. These documents and materials may not be used or sold by the contractor without written authorization from the CO. All materials supplied to the Government shall be the sole property of the Government and may not be used for any other purpose. This right does not abrogate any other Government rights. The definition of "unlimited rights" is contained in Federal Acquisition Regulation (FAR) 27.401, "Definitions." FAR clause at FAR 52.227-14, "Rights in Data-General," is hereby incorporated by reference and made a part of this contract/order.

C.29 Phase In/Phase Out Period – N/A

C.30 Green Purchasing Specifications – N/A

C.31 Section 508 – Electronic and Information Technology Standards – N/A

ATTACHMENT A

STANDARD DEFINITIONS & ACRONYMS

DEFINITIONS AND ACRONYMS:

DEFINITIONS:

CONTRACT LINE ITEM NUMBER (CLIN). CLINs are used to identify, organize and track work requirements throughout the project life cycle. They provide a unit price or lump sum price for each contract deliverable or set of deliverables.

CONTRACT SPECIALIST. A person who assists the contracting officer with day-to-day procurement functions. At the NRC, this person handles pre-award, post-award and close-out activities.

CONTRACTOR. A supplier or vendor awarded a contract to provide specific supplies or service to the Government. The term used in this contract refers to the prime.

CONTRACTING OFFICER (CO). A person with delegated authority to enter into, administer, and terminate Government contracts. Note: This is the only individual who can legally bind the Government.

CONTRACTING OFFICER'S REPRESENTATIVE (COR). An employee of the Government delegated by the CO to administer the contract. Such appointment shall be in writing (i.e., Delegation and Appointment Memorandum) and shall state the scope of authority and limitations. This individual has authority to provide technical direction to the contractor as long as that direction is within the scope of the contract, does not constitute a change, and has no funding implications. This individual does NOT have authority to change the terms and conditions of the contract.

DELIVERABLE. Something required by the Government under the contract to be produced or achieved by the contractor.

GOVERNMENT PROPERTY. All property owned or leased to the Government or acquired by the contractor under the terms of the contract where the Government retains title (i.e., contractor-acquired equipment).

KEY PERSONNEL. Contractor personnel expected to play a key role in the performance and success of the contract. Key personnel are generally evaluated as part of the Source Evaluation Panel (SEP) proposal review process. Key Personnel are listed in the contract.

NONPERSONAL SERVICES CONTRACT. A contract under which the personnel rendering the services are not subject, either by the contract's terms or by the manner of its administration, to the supervision and control usually prevailing in relationships between the Government and its employees.

PERSONAL SERVICE CONTRACT. Is characterized by the employer-employee relationship it creates between the Government and the contractor's personnel. The

Government is normally required to obtain its employees by direct hire under competitive appointment or other procedures required by the civil service laws. Obtaining personal services by contract, rather than by direct hire, circumvents those laws unless Congress has specifically authorized acquisition of the services by contract.

PHYSICAL SECURITY. Actions that prevent the loss or damage of Government property.

SUBCONTRACTOR. One that enters into a contract with a prime contractor in performance of the Government contract. However, the Government does not have privity of contract with the subcontractor and therefore does not directly interact with the subcontractor(s).

WORK DAY. Hours of Operation. The number of normal hours per day that the contractor will provide services in accordance with the contract, is eight.

WORK WEEK. Monday through Friday, unless otherwise specified in the contract.

ACRONYMS:

Define any acronyms the Government uses for this initiative; give both the acronym and the words represented by the acronym.

CFR	Code of Federal Regulations
CLIN	Contract Line Item Number
COR	Contracting Officer's Representative
COTS	Commercial-Off-the-Shelf
DSS	Defense Security Service
FAR	Federal Acquisition Regulation
FTR	Federal Travel Regulation
HIPAA	Health Insurance Portability and Accountability Act of 1996
NRCAR	U.S. Nuclear Regulatory Commission Acquisition Regulation
OCI	Organizational Conflict of Interest
ODC	Other Direct Costs
PIPO	Phase In/Phase Out
POC	Point of Contact

SECTION D - Packaging and Marking

D.1 NRCD020 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 Small Business and Civil Rights, under Contract/order number GS23F9805H/ NRC-HQ-7P-15-A-0001.

(End of Clause)

D.2 NRCD010 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 NRCE010 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.

Contract Deliverables:

To be specified in each task order

(End of Clause)

SECTION F - Deliveries or Performance

F.1 NRCF034 OPTION PERIODS - TASK ORDER/DELIVERY ORDER UNDER A GSA FEDERAL SUPPLY SCHEDULE CONTRACT

The Period of Performance (POP) for this requirement may extend beyond the Offeror's current POP on their GSA Schedule. Offerors may submit proposals for the entire POP as long as their current GSA Schedule covers the requested POP, or their GSA Schedule contains GSA's "Evergreen Clause" (Option to Extend the Term of the Contract), which covers the requested POP if/when the option(s) are exercised. Offerors are encouraged to submit accurate/realistic pricing for the requirement's entire POP, even if the proposed GSA Schedule does not include pricing for the applicable option years, etc.

For proposal evaluation purposes, the NRC assumes that applicable Evergreen Clause Option(s) will be exercised and the NRC will apply price analysis, as applicable. It is in the best interest of the Offeror to explain major deviations in escalation, proposed in any Evergreen Clause option years. Resulting GSA task/delivery order option years subject to the Evergreen Clause will be initially priced utilizing the same rates proposed under the last GSA-priced year of the subject GSA Schedule. Upon GSA's exercise of the GSA Schedule option year(s) applicable to the Evergreen Clause, the NRC will modify the awarded task/delivery order to incorporate either the proposed pricing for the option years or the GSA-approved pricing (whichever is lower).

It is incumbent upon the Offeror to provide sufficient documentation (GSA-signed schedule, schedule modifications, etc.) that shows both the effective dates, pricing and terms/conditions of the current GSA Schedule, as well as Evergreen Clause terms/conditions (as applicable). Failure to provide this documentation may result in the Offeror's proposal being found unacceptable.

(End of Clause)

F.2 NRCF030D PERIOD OF PERFORMANCE ALTERNATE IV

The ordering period for this contract shall commence on Date of award and will expire one year after. 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) one-year option periods.

Base Period: June 25, 2015 – June 24, 2016

Option Period(s):

Option Period One: June 25, 2016 – June 24, 2017

Option Period Two: June 25, 2017 – June 24, 2018

Option Period Three: June 25, 2018 – June 24, 2019

Option Period Four: June 25, 2019 – June 24, 2020

(End of Clause)

F.3 NRCF010 PLACE OF DELIVERY-REPORTS

The items to be furnished hereunder shall be delivered, with all charges paid by the Contractor, to:

Name: Anthony Barnes (1 electronic copy)
Contracting Officer's Representative (COR)
U.S. Nuclear Regulatory Commission
E-mail Address: anthony.barnes@nrc.gov

Name: La'toya Cooper (1 electronic copy)
Contract Specialist (CS)
U.S. Nuclear Regulatory Commission
E-mail Address: latoya.cooper@nrc.gov

(End of Clause)

SECTION G - Contract Administration Data

G.1 NRCG030 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.

(End of Clause)

G.2 NRCG010 ORDERING PROCEDURES

- (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 \$3,000, 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 \$893,301.05;
- (2) Any order for a combination of items in excess of \$893,301.05; or
- (3) A series of orders from the same ordering office within 5 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 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons.

(End of Clause)

SECTION H - Special Contract Requirements

H.1 NRC ACQUISITION REGULATION (NRCAR) PROVISIONS AND CLAUSES (AUG 2011)

H.2 REGISTRATION IN FEDCONNECT® (JULY 2014)

The Nuclear Regulatory Commission (NRC) uses Compusearch Software Systems' secure and auditable two-way web portal, *FedConnect®*, to communicate with vendors and contractors. *FedConnect®* provides bi-directional communication between the vendor/contractor and the NRC throughout pre-award, award, and post-award acquisition phases. Therefore, in order to do business with the NRC, vendors and contractors must register to use *FedConnect®* at <https://www.fedconnect.net/FedConnect>. The individual registering in *FedConnect®* must have authority to bind the vendor/contractor. **There is no charge for using *FedConnect®*.** Assistance with *FedConnect®* is provided by Compusearch Software Systems, not the NRC. *FedConnect®* contact and assistance information is provided on the *FedConnect®* web site at <https://www.fedconnect.net/FedConnect>.

(End of Clause)

H.3 2052.204-70 SECURITY. (OCT 1999)

(a) Security/Classification Requirements Form. 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 information or matter, access on a continuing basis (in excess of 90 or more days) to NRC Headquarters controlled buildings, or otherwise requires NRC photo identification or card-key badges.

(b) It is the contractor's duty to safeguard 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 safeguarding 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 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 upon completion or termination of this contract.

(1) The contractor shall complete a certificate of possession to be furnished to the Commission specifying the classified matter to be retained if the retention is:

(i) Required after the completion or termination of the contract; and

(ii) Approved by the contracting officer.

(2) 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, proprietary data (trade secrets) or confidential or privileged technical, business, or financial information, including Commission plans, policies, reports, financial plans, internal data protected by the Privacy Act of 1974 (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 agrees to hold the information in confidence and not to directly or indirectly duplicate, disseminate, or disclose the information, in whole or in part, to any other person or organization except as 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 and the Contracting Officer. These changes will be under the authority of the FAR Changes clause referenced in Section I of this document.

(e) Definition of National Security Information. As used in this clause, the term National Security Information 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. As used in this clause, the term Restricted Data 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 under to Section 142 of the Atomic Energy Act of 1954, as amended.

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

(h) Security clearance personnel. 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.

(i) Criminal liabilities. 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.)

(j) 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.

(k) In performing 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 under the contract that involves originating or generating classified documents, material, and equipment must provide that the subcontractor or supplier assign the proper classification to all documents, material, and equipment in accordance with guidance furnished by the contractor.

(End of Clause)

H.4 2052.204-71 SITE ACCESS BADGE REQUIREMENTS (JAN 1993)

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

(End of Clause)

H.5 2052.209-72 CONTRACTOR ORGANIZATIONAL CONFLICTS OF INTEREST. (JAN 1993)

(a) Purpose. The primary purpose of this clause is to aid in ensuring that the contractor:

(1) Is not placed in a conflicting role because of current or planned interests (financial, contractual, organizational, or otherwise) which relate to the work under this contract; and

(2) Does not obtain an unfair competitive advantage over other parties by virtue of its performance of this contract.

(b) Scope. The restrictions described apply to performance or participation by the contractor, as defined in 48 CFR 209.570-2 in the activities covered by this clause.

(c) Work for others.

(1) Notwithstanding any other provision of this contract, during the term of this contract, the contractor agrees to forego entering into consulting or other contractual arrangements with any firm or organization the result of which may give rise to a conflict of interest with respect to the work being performed under this contract. The contractor shall ensure that all employees under this contract abide by the provision of this clause. If the contractor has reason to believe, with respect to itself or any employee, that any proposed consultant or other contractual arrangement with any firm or organization may involve a potential conflict of interest, the contractor shall obtain the written approval of the contracting officer before the execution of such contractual arrangement.

(2) The contractor may not represent, assist, or otherwise support an NRC licensee or applicant undergoing an NRC audit, inspection, or review where the activities that are the subject of the audit, inspection, or review are the same as or substantially similar to the services within the scope of this contract (or task order as appropriate) except where the NRC licensee or applicant requires the contractor's support to explain or defend the contractor's prior work for the utility or other entity which NRC questions.

(3) When the contractor performs work for the NRC under this contract at any NRC licensee or applicant site, the contractor shall neither solicit nor perform work in the same or similar technical area for that licensee or applicant organization for a period commencing with the award of the task order or beginning of work on the site (if not a task order contract) and ending one year after completion of all work under the associated task order, or last time at the site (if not a task order contract).

(4) When the contractor performs work for the NRC under this contract at any NRC licensee or applicant site,

(i) The contractor may not solicit work at that site for that licensee or applicant during the period of performance of the task order or the contract, as appropriate.

(ii) The contractor may not perform work at that site for that licensee or applicant during the period of performance of the task order or the contract, as appropriate, and for one year thereafter.

(iii) Notwithstanding the foregoing, the contracting officer may authorize the contractor to solicit or perform this type of work (except work in the same or similar technical area) if the contracting officer determines that the situation will not pose a potential for technical bias or unfair competitive advantage.

(d) Disclosure after award.

(1) The contractor warrants that to the best of its knowledge and belief, and except as otherwise set forth in this contract, that it does not have any organizational conflicts of interest as defined in 48 CFR 2009.570-2.

(2) The contractor agrees that if, after award, it discovers organizational conflicts of interest with respect to this contract, it shall make an immediate and full disclosure in writing to the contracting officer. This statement must include a description of the action which the contractor has taken or proposes to take to avoid or mitigate such conflicts. The NRC may, however, terminate the contract if termination is in the best interest of the Government.

(3) It is recognized that the scope of work of a task-order-type contract necessarily encompasses a broad spectrum of activities. Consequently, if this is a task-order-type contract, the contractor agrees that it will disclose all proposed new work involving NRC licensees or applicants which comes within the scope of work of the underlying contract. Further, if this contract involves work at a licensee or applicant site, the contractor agrees to exercise diligence to discover and disclose any new work at that licensee or applicant site. This disclosure must be made before the submission of a bid or proposal to the utility or other regulated entity and must be received by the NRC at least 15 days before the proposed award date in any event, unless a written justification demonstrating urgency and due diligence to discover and disclose is provided by the contractor and approved by the contracting officer. The disclosure must include the statement of work, the dollar value of the proposed contract, and any other documents that are needed to fully describe the proposed work for the regulated utility or other regulated entity. NRC may deny approval of the disclosed work only when the NRC has issued a task order which includes the technical area and, if site-specific, the site, or has plans to issue a task order which includes the technical area and, if site-specific, the site, or when the work violates paragraphs (c)(2), (c)(3) or (c)(4) of this section.

(e) Access to and use of information.

(1) If, in the performance of this contract, the contractor obtains access to information, such as NRC plans, policies, reports, studies, financial plans, internal data protected by the Privacy Act of 1974 (5 U.S.C. Section 552a (1988)), or the Freedom of Information Act (5 U.S.C. Section 552 (1986)), the contractor agrees not to:

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

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

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

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

(2) In addition, the contractor agrees that, to the extent it receives or is given access to proprietary data, data protected by the Privacy Act of 1974 (5 U.S.C. Section 552a (1988)), or the Freedom of Information Act (5 U.S.C. Section 552 (1986)), or other confidential or privileged technical, business, or financial information under this contract, the contractor shall treat the information in accordance with restrictions placed on use of the information.

(3) Subject to patent and security provisions of this contract, the contractor shall have the right to use technical data it produces under this contract for private purposes provided that all requirements of this contract have been met.

(f) Subcontracts. Except as provided in 48 CFR 2009.570-2, the contractor shall include

this clause, including this paragraph, in subcontracts of any tier. The terms contract, contractor, and contracting officer, must be appropriately modified to preserve the Government's rights.

(g) Remedies. For breach of any of the above restrictions, or for intentional nondisclosure or misrepresentation of any relevant interest required to be disclosed concerning this contract or for such erroneous representations that necessarily imply bad faith, the Government may terminate the contract for default, disqualify the contractor from subsequent contractual efforts, and pursue other remedies permitted by law or this contract.

(h) Waiver. A request for waiver under this clause must be directed in writing to the contracting officer in accordance with the procedures outlined in 48 CFR 2009.570-9.

(i) Follow-on effort. The contractor shall be ineligible to participate in NRC contracts, subcontracts, or proposals therefor (solicited or unsolicited) which stem directly from the contractor's performance of work under this contract. Furthermore, unless so directed in writing by the contracting officer, the contractor may not perform any technical consulting or management support services work or evaluation activities under this contract on any of its products or services or the products or services of another firm if the contractor has been substantially involved in the development or marketing of the products or services.

(1) If the contractor under this contract, prepares a complete or essentially complete statement of work or specifications, the contractor is not eligible to perform or participate in the initial contractual effort which is based on the statement of work or specifications. The contractor may not incorporate its products or services in the statement of work or specifications unless so directed in writing by the contracting officer, in which case the restrictions in this paragraph do not apply.

(2) Nothing in this paragraph precludes the contractor from offering or selling its standard commercial items to the Government.

(End of Clause)

H.6 2052.211-70 PREPARATION OF TECHNICAL REPORTS. (JAN 1993)

All technical reports required by Section C and all Technical Progress Reports required by Section F are to be prepared in accordance with the attached Management Directive 3.7 NUREG-Series Publications. Management Directive 3.7 is not applicable to any Contractor Spending Plan (CSP) and any Financial Status Report that may be included in this contract. (See List of Attachments).

(End of Clause)

H.7 2052.215-70 KEY PERSONNEL. (JAN 1993)

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

Janet Smith, Senior Subject Matter Expert

Cynthia Featherson, Leslie Hines, or Alan Klein, Senior Project Manager (**depending on the task will determine key personnel**)

*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 COR 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)

**H.8 2052.215-71 CONTRACTING OFFICER'S REPRESENTATIVE'S AUTHORITY.
(OCT 1999)**

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

Name: Anthony Barnes

Address: U.S. Nuclear Regulatory Commission
Office of Small Business and Civil Rights
Mail Stop: O3-H8
Washington, DC 20555

Telephone Number: (301) 415-1185

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(b) Performance of the work under this contract is subject to the technical direction of the NRC COR. 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 COR 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 COR or must be confirmed by the COR 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 COR in the manner prescribed by this clause and within the COR's authority under the provisions of this clause.

(f) If, in the opinion of the contractor, any instruction or direction issued by the COR 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 COR 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 COR 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)

**H.9 2052.215-78 TRAVEL APPROVALS AND REIMBURSEMENT (OCT 1999) -
ALTERNATE I (OCT 1999)**

(a) Total expenditure for travel may not exceed \$10,000.00 without the prior approval of the contracting officer.

(b) All foreign travel must be approved in advance by the NRC on NRC Form 445, Request for Approval of Official Foreign Travel, and must be in compliance with FAR 52.247-63 Preference for U.S. Flag Air Carriers. The contractor shall submit NRC Form 445 to the NRC no later than 30 days prior to the commencement of travel.

(c) The contractor will be reimbursed only for travel costs incurred that are directly related to this contract and are allowable subject to the limitations prescribed in FAR 31.205-46.

(d) It is the responsibility of the contractor to notify the contracting officer in accordance with the FAR Limitations of Cost clause of this contract when, at any time, the contractor learns that travel expenses will cause the contractor to exceed the travel ceiling amount identified in paragraph (a) of this clause.

(e) Reasonable travel costs for research and related activities performed at State and nonprofit institutions, in accordance with Section 12 of Pub. L. 100-679, must be charged in accordance with the contractor's institutional policy to the degree that the limitations of Office of Management and Budget (OMB) guidance are not exceeded. Applicable guidance documents include OMB Circular A-87, Cost Principles for State and Local Governments; OMB Circular A-122, Cost Principles for Nonprofit Organizations; and OMB Circular A-21, Cost Principles for Educational Institutions.

*To be incorporated into any resultant contract

(End of Clause)

H.10 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.

(End of Clause)

H.11 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.

(End of Clause)

H.12 NRCH020 SECURITY REQUIREMENTS FOR BUILDING ACCESS APPROVAL (SEP 2013)

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 COR 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 COR 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 COR for return to DFS/FSB (Facilities Security Branch) within three (3) days after their termination.

(End of Clause)

H.13 NRCH430 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>

(End of Clause)

H.14 NRCH490 AWARD NOTIFICATION AND COMMITMENT OF PUBLIC FUNDS

(a) All offerors will receive preaward and postaward notices in accordance with FAR 15.503.

(b) It is also brought to your attention that the contracting officer is the only individual who can legally obligate funds or commit the NRC to the expenditure of public funds in connection with this procurement. This means that unless provided in a contract document or specifically authorized by the contracting officer, NRC technical personnel may not issue contract modifications, give formal contractual commitments, or otherwise bind, commit, or obligate the NRC contractually. Informal unauthorized commitments, which do not obligate the NRC and do not entitle the contractor to payment, may include:

- (1) Encouraging a potential contractor to incur costs prior to receiving a contract;
- (2) Requesting or requiring a contractor to make changes under a contract without formal contract modifications;
- (3) Encouraging a contractor to incur costs under a cost-reimbursable contract in excess of those costs contractually allowable; and
- (4) Committing the Government to a course of action with regard to a potential contract, contract change, claim, or dispute.

(End of Clause)

H.15 NRCH480 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)

H.16 NRCH470 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.17 NRCH440 CONTRACTOR RESPONSIBILITY FOR PROTECTING PERSONALLY IDENTIFIABLE INFORMATION (PII)

In accordance with the Office of Management and Budget's guidance to Federal agencies and the Nuclear Regulatory Commission's (NRC) implementing policy and procedures, a contractor (including subcontractors and contractor employees), who performs work on behalf of the NRC, is responsible for protecting, from unauthorized access or disclosure, personally identifiable information (PII) that may be provided, developed, maintained, collected, used, or disseminated, whether in paper, electronic, or other format, during performance of this contract.

A contractor who has access to NRC owned or controlled PII, whether provided to the contractor by the NRC or developed, maintained, collected, used, or disseminated by the contractor during the course of contract performance, must comply with the following requirements:

(1) General. In addition to implementing the specific requirements set forth in this clause, the contractor must adhere to all other applicable NRC guidance, policy and requirements for the handling and protection of NRC owned or controlled PII. The contractor is responsible for making sure that it has an adequate understanding of such guidance, policy and requirements.

(2) Use, Ownership, and Nondisclosure. A contractor may use NRC owned or controlled PII solely for purposes of this contract, and may not collect or use such PII for any purpose outside the contract without the prior written approval of the NRC Contracting Officer. The contractor must restrict access to such information to only those contractor employees who need the information to perform work under this contract, and must ensure that each such contractor employee (including subcontractors' employees) signs a nondisclosure agreement, in a form suitable to the NRC Contracting Officer, prior to being granted access to the information. The NRC retains sole ownership and rights to its PII. Unless the contract states otherwise, upon completion of the contract, the contractor must turn over all PII in its possession to the NRC, and must certify in writing that it has not retained any NRC owned or controlled PII except as otherwise authorized in writing by the NRC Contracting Officer.

(3) Security Plan. When applicable, and unless waived in writing by the NRC Contracting Officer, the contractor must work with the NRC to develop and implement a security plan setting forth adequate procedures for the protection of NRC owned or controlled PII as well as the procedures which the contractor must follow for notifying the NRC in the event of any security breach. The plan will be incorporated into the contract and must be implemented and followed by the contractor once it has been approved by the NRC Contracting Officer. If the contract does not include a security plan at the time of contract award, a plan must be submitted for the approval of the NRC Contracting Officer within 30 days after contract award.

(4) Breach Notification. The contractor must immediately notify the NRC Contracting Officer and the NRC Contracting Officer's Representative (COR) upon discovery of any suspected or confirmed breach in the security of NRC owned or controlled PII.

(5) Legal Demands for Information. If a legal demand is made for NRC owned or controlled PII (such as by subpoena), the contractor must immediately notify the NRC Contracting Officer and the NRC Contracting Officer's Representative (COR). After notification, the NRC will determine whether and to what extent to comply with the legal demand. The Contracting Officer will then notify the contractor in writing of the determination and such notice will indicate the extent of disclosure authorized, if any. The contractor may only release the information specifically demanded with the written permission of the NRC Contracting Officer.

(6) Audits. The NRC may audit the contractor's compliance with the requirements of this clause, including through the use of online compliance software.

(7) Flow-down. The prime contractor will flow this clause down to subcontractors that would be covered by any portion of this clause, as if they were the prime contractor.

(8) Remedies:

(a) The contractor is responsible for implementing and maintaining adequate security controls to prevent the loss of control or unauthorized disclosure of NRC owned or controlled PII in its possession. Furthermore, the contractor is responsible for reporting any known or suspected loss of control or unauthorized access to PII to the NRC in accordance with the provisions set forth in Article 4 above.

(b) Should the contractor fail to meet its responsibilities under this clause, the NRC reserves the right to take appropriate steps to mitigate the contractor's violation of this clause. This may include, at the sole discretion of the NRC, termination of the subject contract.

(9) Indemnification. Notwithstanding any other remedies available to the NRC, the contractor will indemnify the NRC against all liability (including costs and fees) for any damages arising out of violations of this clause.

(End of Clause)

H.18 NRCH410 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.19 NRCH400 SECURITY REQUIREMENTS RELATING TO THE PRODUCTION OF REPORT(S) OR THE PUBLICATION OF RESULTS UNDER CONTRACTS, AGREEMENTS, AND GRANTS

Review and Approval of Reports

(a) Reporting Requirements. The contractor/grantee shall comply with the terms and conditions of the contract/grant regarding the contents of the draft and final report, summaries, data, and related documents, to include correcting, deleting, editing, revising, modifying, formatting, and supplementing any of the information contained therein, at no additional cost to the NRC. Performance under the contract/grant will not be deemed accepted or completed until it complies with the NRC's directions. The reports, summaries, data, and related documents will be considered draft until approved by the NRC. The contractor/grantee agrees that the direction, determinations, and decisions on approval or disapproval of reports, summaries, data, and related documents created under this contract/grant remain solely within the discretion of the NRC.

(b) Publication of Results. Prior to any dissemination, display, publication, or release of articles, reports, summaries, data, or related documents developed under the contract/grant, the contractor/grantee shall submit them to the NRC for review and approval. The contractor/grantee shall not release, disseminate, display or publish articles, reports, summaries, data, and related documents, or the contents therein, that have not been reviewed and approved by the NRC for release, display, dissemination or publication. The contractor/grantee agrees to conspicuously place any disclaimers, markings or notices, directed by the NRC, on any articles, reports, summaries, data, and related documents that the contractor/grantee intends to release, display, disseminate or publish to other persons, the public, or any other entities. The contractor/grantee agrees, and grants, a royalty-free, nonexclusive, irrevocable worldwide license to the government, to use, reproduce, modify, distribute, prepare derivative works, release, display or disclose the articles, reports, summaries, data, and related documents developed under the contract/grant, for any governmental purpose and to have or authorize others to do so.

(c) Identification/Marking of Sensitive Unclassified Non-Safeguards Information (SUNSI) and Safeguards Information (SGI). The decision, determination, or direction by the NRC that information possessed, formulated or produced by the contractor/grantee

constitutes SUNSI or SGI is solely within the authority and discretion of the NRC. In performing the contract/grant, the contractor/grantee shall clearly mark SUNSI and SGI, to include for example, OUO-Allegation Information or OUO-Security Related Information on any reports, documents, designs, data, materials, and written information, as directed by the NRC. In addition to marking the information as directed by the NRC, the contractor shall use the applicable NRC cover sheet (e.g., NRC Form 461 Safeguards Information) in maintaining these records and documents. The contractor/grantee shall ensure that SUNSI and SGI is handled, maintained and protected from unauthorized disclosure, consistent with NRC policies and directions. The contractor/grantee shall comply with the requirements to mark, maintain, and protect all information, including documents, summaries, reports, data, designs, and materials in accordance with the provisions of Section 147 of the Atomic Energy Act of 1954 as amended, its implementing regulations (10 CFR 73.21), Sensitive Unclassified Non-Safeguards and Safeguards Information policies, and NRC Management Directives and Handbooks 12.5, 12.6 and 12.7.

(d) Remedies. In addition to any civil, criminal, and contractual remedies available under the applicable laws and regulations, failure to comply with the above provisions, and/or NRC directions, may result in suspension, withholding, or offsetting of any payments invoiced or claimed by the contractor/grantee.

(e) Flowdown. If the contractor/grantee intends to enter into any subcontracts or other agreements to perform this contract/grant, the contractor/grantee shall include all of the above provisions in any subcontracts or agreements.

(End of Clause)

H.20 NRCH340 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.

(End of Clause)

H.21 NRCH310 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. If the multi-year contract does not have option years, then an annual evaluation will be prepared at the end of each option period. 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.

(End of Clause)

H.22 NRCH030 SECURITY REQUIREMENTS FOR INFORMATION TECHNOLOGY LEVEL I OR LEVEL II ACCESS APPROVAL (SEP 2013)

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.

CORs are responsible for submitting the completed access/clearance request package as well as other documentation that is necessary to DFS/PSB. The contractor shall submit a completed security forms packet, including the OPM Standard Form (SF) 86 (online Questionnaire for National Security Positions), two (2) copies of the Contractor's signed pre-screening record and two (2) FD 258 fingerprint charts, 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.

CORs are responsible for submitting the completed access/clearance request package as well as other documentation that is necessary to DFS/PSB. The contractor shall submit a completed security forms packet, including the OPM Standard Form (SF) 86 (online Questionnaire for National Security Positions), two (2) copies of the Contractor's signed pre-screening record and two (2) FD 258 fingerprint charts, 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.

(End of Clause)

SECTION I - Contract Clauses

I.1 52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)

The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of Clause)

I.2 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 TBD through TBD.

(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.

(End of Clause)

I.3 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 90 days.

(End of Clause)

I.4 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 90 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 15 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

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

(End of Clause)

I.5 52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE. (NOV 2011)

(a) *Definition.* "Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

(b) *Applicability.* This clause applies only to--

(1) Contracts that have been totally set aside or reserved for small business concerns; and

(2) Orders set aside for small business concerns under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F).

(c) *General.* (1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this solicitation will be made to a small business concern.

(d) *Agreement.* A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

(End of Clause)

I.6 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS. (OCT 2014)

(a) *Definitions.* As used in this contract--

HUBZone small business concern means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

Small business concern means a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

Small disadvantaged business concern, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that-

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by-

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

Veteran-owned small business concern means a small business concern-

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned small business concern means a small business concern-

(1) That is at least 51 percent owned by one or more women, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(b) It is the policy of the United States that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business

concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns.

(c) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.

(d)(1) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as a small business concern, a veteran-owned small business concern, a service-disabled veteran-owned small business concern, a small disadvantaged business concern, or a women-owned small business concern.

(2) The Contractor shall confirm that a subcontractor representing itself as a HUBZone small business concern is certified by SBA as a HUBZone small business concern by accessing the System for Award Management database or by contacting the SBA. Options for contacting the SBA include-

(i) HUBZone small business database search application Web page at http://dsbs.sba.gov/dsbs/search/dsp_searchhubzone.cfm; or <http://www.sba.gov/hubzone>;

(ii) In writing to the Director/HUB, U.S. Small Business Administration, 409 3rd Street, SW., Washington DC 20416; or

(iii) The SBA HUBZone Help Desk at hubzone@sba.gov.

(End of Clause)

I.7 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS. (OCT 2014)

(a) *Definitions.* As used in this contract-

HUBZone small business concern means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

Service-disabled veteran-owned small business concern-

(1) Means a small business concern-

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

Small business concern means a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

Small disadvantaged business concern, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that-

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by-

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

Veteran-owned small business concern means a small business concern-

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned small business concern means a small business concern-

(1) That is at least 51 percent owned by one or more women, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(b) It is the policy of the United States that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns.

(c) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.

(d)(1) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as a small business concern, a veteran-owned small business concern, a service-disabled veteran-owned small business concern, a small disadvantaged business concern, or a women-owned small business concern.

(2) The Contractor shall confirm that a subcontractor representing itself as a HUBZone small business concern is certified by SBA as a HUBZone small business concern by accessing the System for Award Management database or by contacting the SBA. Options for contacting the SBA include-

(i) HUBZone small business database search application Web page at http://dsbs.sba.gov/dsbs/search/dsp_searchhubzone.cfm; or <http://www.sba.gov/hubzone>;

(ii) In writing to the Director/HUB, U.S. Small Business Administration, 409 3rd Street, SW., Washington DC 20416; or

(iii) The SBA HUBZone Help Desk at hubzone@sba.gov.

(End of Clause)

I.8 52.219-14 LIMITATIONS ON SUBCONTRACTING. (NOV 2011)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) Applicability. This clause applies only to--

(1) Contracts that have been set aside or reserved for small business concerns or 8(a) concerns;

(2) Part or parts of a multiple-award contract that have been set aside for small business concerns or 8(a) concerns; and

(3) Orders set aside for small business or 8(a) concerns under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F).

(c) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for--

(1) *Services (except construction)*. At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.

(2) *Supplies (other than procurement from a non-manufacturer of such supplies)*. The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.

(3) *General construction*. The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.

(4) *Construction by special trade contractors*. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

(End of Clause)

I.9 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): <https://acquisition.gov/far/loadmainre.html>

52.222-50 COMBATING TRAFFICKING IN PERSONS. (MAR 2015)

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

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

SECTION J - List of Documents, Exhibits and Other Attachments

1. Attachment 1 - NRC Form 187, Contract Security and/or Classification Requirement
2. Attachment 2 - Billing Instructions for Time-and-Materials and Labor-Hour Type Contracts (JAN 2015)
3. Attachment 3 - Billing Instructions for Fixed-Price Type Contracts (Dec 2015)

ATTACHMENT 2

**BILLING INSTRUCTIONS FOR
TIME-AND-MATERIALS/LABOR-HOUR TYPE CONTRACTS (JAN 2015)**

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

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).

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 (MAY 2013).

**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. Where the Payee is authorized to assign the proceeds of this contract in accordance with the clause at Federal Acquisition Regulation (FAR) 52.232-23 Assignment of Claims, the Payee shall require as a condition of any such assignment, that the assignee shall register separately in the System for Award Management (SAM) database at <http://sam.gov> and shall be paid by EFT in accordance with the terms of this contract. See FAR 52.232-33 Payment by Electronic Funds Transfer-System for Award Management.
- 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/Individuals/International-Taxpayers/Taxpayer-Identification-Numbers-\(TIN\)](http://www.irs.gov/Individuals/International-Taxpayers/Taxpayer-Identification-Numbers-(TIN))).
- 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 InformationSample Invoice/Voucher Information (Supporting Documentation must be attached)This invoice/voucher represents reimbursable costs for the billing period from____
____through_____.

<u>Cumulative</u>	<u>(a) Direct Costs</u>	<u>Amount Billed</u> <u>Current Period</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

Labor	Hours	Burdened		
Cumulative				
<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	<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).

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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	= <u>\$20,000</u>
	\$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 (+/-)	- <u>0</u>
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

ATTACHMENT 3

**BILLING INSTRUCTIONS FOR
FIXED-PRICE TYPE CONTRACTS (JAN 2015)**

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

The contractor shall prepare invoices/vouchers for payment of deliverables identified in the contract, in the manner described herein. FAILURE TO SUBMIT INVOICES/VOUCHERS IN ACCORDANCE WITH THESE INSTRUCTIONS MAY RESULT IN REJECTION OF THE INVOICE/VOUCHER AS IMPROPER.

Standard Forms: Payment requests for completed work, in accordance with the contract, 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 invoices/vouchers is electronically to the U.S. Nuclear Regulatory Commission, via email to: 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).

Agency Payment Office: Payment will continue to be made by the office designated in the contract in Block 12 of Standard Form 26, Block 25 of Standard Form 33, or Block 18a of Standard Form 1449, whichever is applicable.

Frequency: The contractor shall submit invoices/vouchers for payment 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 pricing information. This includes items discussed in paragraphs (a) through (p) of the attached instructions. In addition, the invoice/voucher must specify the contract number, and the NRC-assigned task/delivery order number.

Final vouchers/invoices 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 Fixed-Price Type Contracts (MAY 2013).

**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. 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/Individuals/International-Taxpayers/Taxpayer-Identification-Numbers-\(TIN\)\)](http://www.irs.gov/Individuals/International-Taxpayers/Taxpayer-Identification-Numbers-(TIN)))).
- c. Payee's Name and Address. Show the name of the Payee as it appears in the contract and its correct address. Where the Payee is authorized to assign the proceeds of this contract in accordance with the clause at Federal Acquisition Regulation (FAR) 52.232-23 Assignment of Claims, the Payee shall require as a condition of any such assignment, that the assignee shall register separately in the System for Award Management (SAM) database at <http://sam.gov> and shall be paid by EFT in accordance with the terms of this contract. See FAR 52.232-33 Payment by Electronic Funds Transfer-System for Award Management.
- 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 deliverables were completed and for which payment is requested.
- i. Description of Deliverables. Provide a brief description of supplies or services, quantity, unit price, and total price.
- j. Work Completed. Provide a general summary description of the services performed or products submitted for the invoice period and specify the section or Contract Line Item Number (CLIN) or SubCLIN, in the contract pertaining to the specified contract deliverable(s).
- 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. 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 deficient or defective products or nonconforming services, for the current and cumulative periods.
- q. Grand Totals.



CONTRACT SECURITY AND/OR CLASSIFICATION REQUIREMENTS

1. Type of Submission <div style="border: 1px solid black; padding: 2px; min-height: 20px;">New</div>		3. Contractor Company Full Name and Complete Address (Prime Contractor) <div style="border: 1px solid black; height: 60px;"></div>	
2. Type of Contract <div style="border: 1px solid black; padding: 2px; min-height: 20px;">Commercial - Small Business</div>			
4. Contract Number, IAA Number, or Job Code for DOE Projects <div style="border: 1px solid black; height: 20px;"></div>		5. Contract Start Date <div style="border: 1px solid black; padding: 2px; text-align: center;">04/2015</div>	6. Contract End Date <div style="border: 1px solid black; padding: 2px; text-align: center;">04/2020</div>
7. Is this contract a follow-on contract? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		If Yes, provide previous Contract Number, IAA Number, or Job Code <div style="border: 1px solid black; height: 20px;"></div>	
8. Contract Performance Requirements			
A. Will the contract require access to classified matter (Information, systems, and/or material) (I.e., 32 CFR Part 2004 or MD 12.2)? <input type="checkbox"/> Yes (continue) <input checked="" type="checkbox"/> No (If no, proceed to Block 8.E.)			
B. What is the highest level of classified matter the contractor will need to access to perform contract responsibilities? <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <div style="border: 1px solid black; padding: 2px; flex: 1;">Select 1st Level of Classification</div> <div style="border: 1px solid black; padding: 2px; flex: 1;">Select 2nd Level of Classification</div> </div>			
C. To carry out requirements of the contract, will the contractor need to possess, generate, or store classified matter at the contractor facility location? <input type="checkbox"/> Yes (continue) <input checked="" type="checkbox"/> No (If no, proceed to Block 8.E.)			
D. Choose all that apply: In regards to classified matter, the contractor will require:			
<div style="display: flex; flex-wrap: wrap;"> <div style="width: 50%; padding-right: 10px;"> <input type="checkbox"/> 1) Access to Foreign Intelligence Information </div> <div style="width: 50%;"> <input type="checkbox"/> 2) Receipt and storage (I.e., safeguarding) of classified matter </div> <div style="width: 50%; padding-right: 10px;"> <input type="checkbox"/> 3) Access to cryptographic material or other classified COMSEC information </div> <div style="width: 50%;"> <input type="checkbox"/> 4) Access to classified matter or information processed by another agency </div> <div style="width: 50%; padding-right: 10px;"> <input type="checkbox"/> 5) Use of a classified information technology processing system </div> <div style="width: 50%;"> <input type="checkbox"/> 6) Generation of classified at Contractor facility location </div> <div style="width: 50%; padding-right: 10px;"> <input type="checkbox"/> 7) Generation of classified matter at an NRC facility </div> </div>			
E. Will the contractor require access to Safeguards Information or Safeguards Information - Modified Handling Information (I.e., 10 CFR 73.21, 73.22, and/or 73.23)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
F. Will the contractor possess, generate, or store SGI or SGI-M at the contractor facility? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
G. Will the contractor require access to Sensitive Unclassified Non-Safeguards Information (SUNSI) or sensitive Information technology (IT) Systems (I.e., MD 12.6)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
H. Will the contractor possess, generate, or store SUNSI or have access to NRC sensitive IT systems at the contractor facility? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
I. Was "Yes" checked to Block 8.A., Block 8.C., Block 8.E., or Block 8.H.? (If "Yes", then a Facility Clearance including a security plan is required to be issued for the contractor by the Facilities Security Branch before final award of the contract and before work can begin on the contract.) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
J. Choose all that apply:			
<div style="display: flex; flex-wrap: wrap;"> <div style="width: 50%; padding-right: 10px;"> <input type="checkbox"/> 1) Unescorted Access is required to Nuclear Power Plants. </div> <div style="width: 50%;"> <input type="checkbox"/> 5) Require operation of government vehicles or transport passengers for the NRC. </div> <div style="width: 50%; padding-right: 10px;"> <input type="checkbox"/> 2) Access is required to Unclassified Safeguards Information. </div> <div style="width: 50%;"> <input type="checkbox"/> 6) Will operate hazardous equipment at NRC facilities. </div> <div style="width: 50%; padding-right: 10px;"> <input checked="" type="checkbox"/> 3) Access is required to Sensitive IT Systems and Data. </div> <div style="width: 50%;"> <input type="checkbox"/> 7) Required to carry firearms. </div> <div style="width: 50%; padding-right: 10px;"> <input checked="" type="checkbox"/> 4) Unescorted Access to NRC Headquarters Building. </div> <div style="width: 50%;"> <input type="checkbox"/> 8) Found to use or admit to use of illegal drugs. </div> </div>			

CONTRACT SECURITY AND/OR
CLASSIFICATION REQUIREMENTS (Continued)

9. Classification Guidance (to be completed by the COR)

10. Does this contract contain any subcontractors?

☐ Yes ☒ No

If "Yes", provide company name and address. If known, also provide Defense Security Service cage code.

If more than one subcontractor, provide additional information to Facilities Security Branch.

If "No", (It is the responsibility of the COR to notify FSB if the contract adds a subcontractor).

Subcontractor Company name, address and Defense Security Service cage code. (If applicable)

11. Review of contractor/subcontractor reports, documents for classified, SGI, SGI-M, and/or SUNSI will be reviewed by:

Typed or Printed Name and Title of Authorized Classifier

Typed or Printed Name and Title of Authorized Derivative Classifier (for Classified Information)

Typed or Printed Name and Title of a Qualified Designator for SGI, and SGI-M (i.e., person must be qualified per MD 12.4)

12. Required Distribution of NRC Form 187 for Review (Check all appropriate boxes)

☐ 1) Sponsoring NRC office or Division (Item 13A.)

☐ 3) Division of Contracts and Property Management (Item 13C.)

☐ 2) Division of Facilities and Security (Item 13B.)

13. Approvals

A. Typed or Printed Name of Director, Office or Division	Signature	Date
Vonna L. Ordaz, Director, Office of Small Business and Civil Rights	<i>Vonna L. Ordaz</i>	1/13/15
B. Typed or Printed Name of Director, Division of Facilities and Security	Signature	Date
Timothy I. Pulliam	<i>for Timothy I. Pulliam</i>	1/16/15
C. Typed or Printed Name of Director, Acquisitions Management Division	Signature	Date
<i>for James Corbett</i>	<i>William J. Bolger</i>	2/19/15

REMARKS