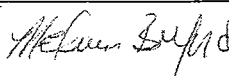
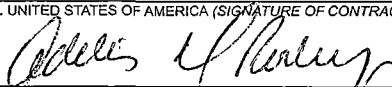


2. CONTRACT NO. NRC-HQ-40-16-C-0002		3. AWARD/ EFFECTIVE DATE 02/01/2016		4. ORDER NUMBER		5. SOLICITATION NUMBER		6. SOLICITATION ISSUE DATE	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME LATOYA COOPER		b. TELEPHONE NUMBER (301) 415-4146		8. OFFER DUE DATE/LOCAL TIME			
9. ISSUED BY US NRC - HQ ACQUISITION MANAGEMENT DIVISION MAIL STOP TWFN-5E03 ATTN LATOYA COOPER WASHINGTON DC 20555-0001		CODE NRCHQ		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS <input type="checkbox"/> (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB <input type="checkbox"/> SERVICE-DISABLED <input checked="" type="checkbox"/> 8(A) VETERAN-OWNED SMALL BUSINESS		NAICS: 561499		SIZE STANDARD: \$15.0	
11. DELIVERY FOR FOB DESTINA- TION UNLESS BLOCK IS MARKED SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING		14. METHOD OF SOLICITATION <input type="checkbox"/> IRFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO US NUCLEAR REGULATORY COMMISSION- MAIL PROCESSING CENTER 4930 BOILING BROOK PARKWAY ROCKVILLE MD 20852		CODE NRCHQ		16. ADMINISTERED BY US NRC - HQ ACQUISITION MANAGEMENT DIVISION MAIL STOP TWFN-5E03 WASHINGTON DC 20555-0001		CODE NRCHQ			
17a. CONTRACTOR/ OFFEROR 3LINKS TECHNOLOGIES INC 8701 GEORGIA AVE STE 705 SILVER SPRING MD 209103713		CODE 015229300		FACILITY CODE		18a. PAYMENT WILL BE MADE BY US NUCLEAR REGULATORY COMMISSION ONE WHITE FLINT NORTH 11555 ROCKVILLE PIKE MAILSTOP 03-E17A ROCKVILLE MD 20852-2738		CODE NRCPAYMENTS	
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM							
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT		
	The contractor shall provide onsite support services for the Administrative Services Center in accordance with the attached Statement of Work (SOW). NRC's Contractor Officer's Representative: Danita Stenberg, (301) 415-5166, danita.stenberg@nrc.gov 3Links Technologies, Inc.: Melvin Buford, (240) 694-8156, mwbuford@3linkstechnologies.com (Use Reverse and/or Attach Additional Sheets as Necessary)								
25. ACCOUNTING AND APPROPRIATION DATA See schedule						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$1,578,539.41			
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 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 SHEETS 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) Melvin W. Buford/3LINKS President			30c. DATE SIGNED 29 Jan 2016		31b. NAME OF CONTRACTING OFFICER (Type or print) ADELIS M. RODRIGUEZ			31c. DATE SIGNED 1/29/16	

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TEMPLATE - ADM001

SUNSI REVIEW COMPLETE

APR - 6 2016

ADM002

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Period of Performance: 02/01/2016 to 01/31/2021				
00001	Base Period Total Obligated Amount\$304,460.19 Incrementally Funded Amount: \$74,519.65				304,460.19
10001	Option Year One Amount: \$309,967.17 (Option Line Item) Anticipated Exercise Date01/31/2017				0.00
20001	Option year Two Amount: \$315,589.80 (Option Line Item) Anticipated Exercise Date01/31/2018				0.00
30001	Option Year Three Amount: \$321,330.50 (Option Line Item) Anticipated Exercise Date01/31/2019				0.00
40001	Option Year Four Amount: \$327,191.75 (Option Line Item) Anticipated Exercise Date01/31/2020 The obligated amount of award: \$74,519.65. The total for this award is shown in box 26.				0.00

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)		
		42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS

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SECTION B - Supplies or Services/Prices**B.1 NRCB010 BRIEF PROJECT TITLE AND WORK DESCRIPTION**

(a) The title of this project is: Onsite Support for the Administrative Services Center at Nuclear Regulatory Commission Headquarters

(b) Summary work description: Contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and non-personal services necessary to support the Administrative Services Center.

B.2 NRCB080 CONSIDERATION AND OBLIGATION-FIRM-FIXED-PRICE AND LABOR HOUR

(a) The ceiling price to the Government for full performance under this Contract is **\$304,460.19**.

(b) The total amount obligated for the Firm-Fixed-Price portion of this contract is \$60,013.26.

(c) The total amount obligated for the Labor-Hour portion of this contract is \$14,506.39.

(d) The contract includes direct labor hours at specified fixed hourly rates, inclusive of wages, fringe, overhead, general and administrative expenses, and profit.

B.3 PRICE/COST SCHEDULE

Base Period, February 1, 2016 – January 31, 2017

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
0001	Statement of Work Section C.6.1 Task 1: Onsite Operation of the ASC Help Desk and Related Support for the WHITE FLINT COMPLEX (Firm-Fixed-Price) (2 Administrative Assistant Full Time Equivalents)		MO		
0002	Statement of Work Section C6.1 Task 2: Onsite Support for NRC Supply Room-Related Operations (Firm-Fixed-Price) (1 Supply Technician Full Time Equivalent)		MO		
*0003AA	Statement of Work Section C6.1 Task 3: As-Needed, On-Call Support for Item No. 0001		HR		
*0003AB	Statement of Work Section C6.1 Task 3: As-Needed, On-Call Support for Item No. 0002		HR		
0004	Contractor Supervision and Management for Item Numbers 0001, 0002, 0003AA and 0003AB		HR		
TOTAL					\$304,460.19

Option Year One: February 1, 2017 – January 31, 2018

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
1001	Statement of Work Section C.6.1 Task 1: Onsite Operation of the ASC Help Desk and Related Support for the WHITE FLINT COMPLEX (Firm-Fixed-Price) (2 Administrative Assistant Full Time Equivalents)		MO		
1002	Statement of Work Section C6.1 Task 2: Onsite Support for NRC Supply Room-Related Operations (Firm-Fixed-Price) (1 Supply Technician Full Time Equivalent)		MO		
*1003AA	Statement of Work Section C6.1 Task 3: As-Needed, On-Call Support for Item No. 1001		HR		
*1003AB	Statement of Work Section C6.1 Task 3: As-Needed, On-Call Support for Item No. 1002		HR		
1004	Contractor Supervision and Management for Item Numbers 1001, 1002, 1003AA and 1003AB		HR		
TOTAL					\$309,967.17

Option Year Two: February 1, 2018 – January 31, 2019

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
2001	Statement of Work Section C.6.1 Task 1: Onsite Operation of the ASC Help Desk and Related Support for the WHITE FLINT COMPLEX (Firm-Fixed-Price) (2 Administrative Assistant Full Time Equivalents)		MO		
2002	Statement of Work Section C6.1 Task 2: Onsite Support for NRC Supply Room-Related Operations (Firm-Fixed-Price) (1 Supply Technician Full Time Equivalent)		MO		
2003AA	Statement of Work Section C6.1 Task 3: As-Needed, On-Call Support for Item No. 2001		HR		
2003AB	Statement of Work Section C6.1 Task 3: As-Needed, On-Call Support for Item No. 2002		HR		
2004	Contractor Supervision and Management for Item Numbers 2001, 2002, 2003AA and 2003AB		HR		
TOTAL					\$315,589.80

Option Year Three: February 1, 2019 – January 31, 2020

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
3001	Statement of Work Section C.6.1 Task 1: Onsite Operation of the ASC Help Desk and Related Support for the WHITE FLINT COMPLEX (Firm-Fixed-Price) (2 Administrative Assistant Full Time.		MO		
3002	Statement of Work Section C6.1 Task 2: Onsite Support for NRC Supply Room-Related Operations (Firm-Fixed-Price) (1 Supply Technician Full Time Equivalent)		MO		\$
*3003AA	Statement of Work Section C6.1 Task 3: As-Needed, On-Call Support for Item No. 3001		HR		\$
*3003AB	Statement of Work Section C6.1 Task 3: As-Needed, On-Call Support for Item No. 3002		HR		
3004	Contractor Supervision and Management for Item Numbers 3001, 3002, 3003AA and 3003AB		HR		
TOTAL					\$321,330.50

Option Year Four: February 1, 2020 – January 31, 2021

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
4001	Statement of Work Section C.6.1 Task 1: Onsite Operation of the ASC Help Desk and Related Support for the WHITE FLINT COMPLEX (Firm-Fixed-Price) (2 Administrative Assistant Full Time		MO		\$
4002	Statement of Work Section C6.1 Task 2: Onsite Support for NRC Supply Room-Related Operations (Firm-Fixed-Price) (1 Supply Technician Full Time Equivalent)		MO		
4003AA	Statement of Work Section C6.1 Task 3: As-Needed, On-Call Support for Item No. 4001		HR		
*4003AB	Statement of Work Section C6.1 Task 3: As-Needed, On-Call Support for Item No. 4002		HR		
*4004	Contractor Supervision and Management for Item Numbers 4001, 4002, 4003AA and 4003AB		HR		
TOTAL					\$327,191.75

Total inclusive of all option periods: **\$1,578,539.41**

* These tasks are based on an estimated, not-to-exceed number of labor hours that may be required for additional services. **Prior to performing any services under these tasks, prior approval is required by the NRC COR.**

SECTION C - Description/Specifications

C.1 STATEMENT OF WORK

C.1 Title of Project

Onsite Support for the Administrative Services Center at NRC Headquarters

C.2 Introduction

The U.S. Nuclear Regulatory Commission's (NRC) Office of Administration (ADM) provides a wide variety of centralized administrative support to efficiently meet the corporate support needs of the headquarters staff. Within ADM, the Administrative Services Center (ASC) Branch serves as a headquarters-wide central focal point for staff to obtain information and assistance in handling many common administrative issues affecting their daily activities, such as parking, transit subsidy, special events, support for the Commission and onsite conference room scheduling, support for meetings and supply room operations. ASC requires contractor support to meet these needs.

The contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items and non-personal services necessary to perform the requirements of this SOW, except for those items specified as Government-furnished property and services. The contractor shall perform to the standards in this contract.

C.3 Background

The NRC is a Federal agency with headquarters staff housed within the following buildings:

1. One White Flint North (OWFN)
11555 Rockville Pike
Rockville, Maryland 20852
2. Two White Flint North (TWFN)
11545 Rockville Pike
Rockville, Maryland 20852
3. Three White Flint North (3WFN)
11601 Landsdown Street
Rockville, Maryland 20852

C.4 Objective

The objective of this contract is to acquire non-personal support services from a contractor to satisfy the requirements in this SOW.

C.5 Scope of Work

The contractor shall provide onsite (at NRC) personnel to support staff inquiries and requests for a variety of support, such as, NRC Transit Subsidy Benefits Program; transportation services; executive driver services; requests to reserve and use a NRC Headquarters fleet vehicle; meetings and conferences; parking; public address announcements; personal protective equipment; supply services; reserving space and arranging support for special

events; providing support for Commission meetings and other onsite meetings; obtaining replacement keys for systems furniture; updating bulletin boards in the WFC buildings; managing special equipment for staff travel, such as dosimeter badges and international power conversion kits; and supporting NRC Supply Room operations.

The contractor shall provide services with an emphasis on courtesy and ensuring that NRC employees receive the information and/or services they need in an efficient and effective manner.

C.6 Specific Tasks

C.6.1 Task 1: Onsite Operation of the ASC Help Desk and Related Support for the WHITE FLINT COMPLEX (Firm-Fixed-Price) (2 Administrative Assistant Full Time Equivalents)

The contractor shall operate the ASC Help Desk (ASC HD) located on the 2nd-floor elevator lobby of the NRC One White Flint North (OWFN) building in Rockville, Maryland from 7:15 a.m. until 5:00 p.m. (EST), Monday through Friday (except Federal holidays or when the NRC is closed).

The contractor shall ensure that replacement personnel are available to cover for any of the contractor's two onsite personnel's absence each business day. In the event of an absence, the contractor shall provide a trained replacement person within 2 business hours of the start of the absence.

Public Address System Announcements

Public Address System Announcements: No earlier than 7:45 a.m. and no later than 7:55 a.m., the contractor shall broadcast Public Address (PA) system announcements as required. In the event of an emergency, the COR may require the contractor to occasionally make additional announcements outside of this timeframe. The COR will provide the PA announcement language to the contractor.

By 8:00 a.m. each business day, the contractor shall:

1. Print a hard copy report of all meetings for that week. This report shall be posted at the ASC HD for quick reference.
2. Review all pending conference room requests and coordinate VTC support, as necessary, with the VTC contractor.

Schedule meeting room reservations

The contractor shall coordinate and operate the electronic conference room reservation system, monitor usage, coordinate special setups, correct problems, assist customers in finding the location of their meeting, identify technical problems, and assist customers with reservations if needed. This may require the contractor to interact with customers for specific guidance/procedures.

Customer assistance

The contractor shall assist customers in learning to use Microsoft Outlook to reserve conference rooms upon request. The contractor shall report requests made through the Customer Support Center (CSC) on 301-415-1234.

Requests for video teleconference support

The contractor shall manage the scheduling of NRC video teleconference (VTC) meetings using the VTC Scheduler. The Division of Administrative Services (DAS) within ADM is responsible for all technical VTC requirements and operations.

The following routine electronic reservation procedures are performed to place a VTC reservation:

1. Employees complete the VTC request form and ASC schedules VTC or laptop support.
2. DAS approves technical requirements (including capacity of system by taking into account other meetings scheduled.)

The "VTC Handbook" identifies roles and responsibilities, provides step-by-step procedure guidance, and identifies VTC contacts and Unit Owners. This information is maintained and housed by the Multi Media Communication Branch.

The following are the specific responsibilities of the contractor in coordinating VTC services with the DAS:

1. Assist staff in scheduling meetings and immediately notify the COR of any problems that affect execution of accurate reservations.
2. Confirm meetings approved by the meeting requester and DAS by 1:00 p.m. daily.
3. Send a reminder notice 48 hours before the scheduled meeting time to requesters who have not provided all required VTC details.
4. Reject next day meetings not approved by DAS.
5. Schedule all after hours meetings upon receipt of request.
6. Serve as approver for all "general use" VTC resources.
7. Ensure accuracy of the electronic reservations system by promptly completing changes including updates to system units and unit owners following approval by the COR.
8. Provide customer assistance to all users including regional coordinators and VTC facilitators.
9. Facilitate resolution of problems between various VTC constituents.
10. Prepare monthly reports of system use and ad hoc requests from the COR.

Monitor incoming NRC customer service requests

NRC customer service requests are typically submitted to the ASC HD by:

1. Customers arriving at the ASC HD physical location (in person)
2. Customers telephoning the ASC HD
3. Customers e-mailing the ASC HD
4. Customers submitting a service request via the online Service Request System

The contractor shall monitor incoming customer service requests from the four communication methods listed above. The contractor shall ensure that e-mail and electronic customer service

requests receive a response within two business hours of receipt. The contractor's response shall be an acknowledgement of receipt, notification of completion, or a status update on the request, as appropriate.

In-person support

The contractor shall assist customers on a first-come/first-served basis unless an unusual situation clearly justifies deviating from this sequence (e.g., urgent action approved by the COR).

Telephone support

When answering the ASC HD telephone, the contractor shall state: "Good morning (or good afternoon as applicable), Administrative Services Center, this is (state your name), how may I help you?"

Taking messages directly from customers

When a customer requests to leave a message, the contractor shall ensure the message includes the following minimum information and provide the message to the intended recipient upon their return to the office:

1. The person in ASC they called
2. First and last name of the person who called
3. Telephone number of the person who called
4. Date and time of the call
5. Reason for the call
6. Any action requested by the person who called (i.e., "Please return call")

Handling telephone voice mail messages

At the start of each workday, the contractor shall check voice mail for any messages received since the close of business of the previous workday, and the contractor shall return the call for any messages found by 8:00 a.m. After that, the contractor shall reply to any voice mail messages within 30 minutes of the voice mail message being left.

Call forwarding

The ASC HD service goal is to provide service whenever possible without referral to others. The contractor shall use the following procedures when customer requests are not within the scope of services provided directly by the ASC HD and must be forwarded to others:

- For calls forwarded to ASC staff:
 1. Inform the caller that you need to put them on hold temporarily while you transfer the call.
 2. Before transferring the call, contact the ASC staff person and inform them that you need to forward a call to them.
 3. Inform the caller that you are transferring them to (name of ASC staff person) and proceed to transfer the call.

NOTE: If the ASC staff person is not available to take the call, inform the caller that you can either transfer them to the ASC person's voice mail or take a message. If the call is urgent, offer to transfer the caller to the ASC staff person's back-up for that particular type of service.

▪ For Calls forwarded to non-ASC staff:

1. Inform the caller that the information and/or service requested is not part of the scope of services provided by the ASC and you need to transfer them to the correct organization to help them.
2. Before transferring the call, provide the caller with the person's name, organization, and telephone number you intend to transfer them to (in case contact is not made).
3. Always inform the caller that they should call you back in the event the referral does not meet their service needs.

Referring customers to service-specific contacts

In the event an incoming request for service or information is not within the scope of services provided directly by the ASC HD, the contractor shall accurately refer customers to the appropriate contacts.

Distribute, receive, and track NRC dosimeter badges

The contractor shall (a) process NRC customer requests for the issue/return of NRC dosimeter badges and (b) closely track all NRC dosimeter badges by the number on each dosimeter. See <http://www.internal.nrc.gov/ADM/admservicecenter/dosimetry.html> for additional information.

Dosimeter badges are small devices that measure the amount of radioactivity absorbed. The contractor is responsible for the inventory management and issuance of dosimeter badges to NRC customers from the ASC HD. The contractor shall refer questions about these procedures to the COR.

Questions about the requirements for an employee to obtain a dosimeter (see Management Directive 10.131) or regarding the NRC agreement with the dosimeter contractor may be addressed to the Office of Nuclear Material Safety and Safeguards, the NRC Dosimeter Program Manager. The COR will provide the contractor with the name and phone number of the Dosimeter Program Manager upon contract award. The contractor shall immediately identify any situation that could affect the timeliness, availability, or integrity of the dosimeter program to the NRC COR.

Dosimeter badges are received from the dosimeter contractor before the beginning of each calendar quarter. At the end of each quarter, the contractor shall send an email to all customers who received a badge and request that they return them to the ASC HD. The contractor shall then send these badges, along with all unused badges to the COR so they can send them to the dosimeter contractor for processing. All issuances of dosimeter badges must be approved by a Radiation Safety Officer (RSO).

Quarterly receipt processing

Badges for the new quarter are normally received from the dosimeter contractor on approximately the 15th working day of the last month in each calendar-year quarter. That

shipping container is used for shipping the dosimeter badges back to the dosimeter contractor at the end of the quarter.

Upon receipt, the contractor shall inventory badges against the manifest to verify all badges have been received. If discrepancies are found, notify the COR and the dosimeter program manager by e-mail.

Regular dosimeter badges are called "beta gamma" dosimeter badges. With each shipment there are a few special blank badges, called "neutron" dosimeter badges. They shall be the highest numbered blank badges, have an orange dot on the back of the badge, and be labelled "neutron" on the manifest.

Manage (track, issue, and coordinate return of) dosimeter badges

Persons authorized regular use of badges, have permanent badges assigned to them by the RSO through the dosimetry contractor. These permanent badges have the employee's name on them. Blank (temporary) badges are issued to persons not assigned permanent badges.

Quarterly badge issuance

Obtain the person's name and select the badge from the dosimeter rack.

On a quarterly basis, the contractor shall place four replacement dosimeter badges in the mail room located in OWFN. NRC plans to implement a new dosimeter tracking system. Once that new system is implemented, the contractor shall issue all new badges using that system.

Upon request by NRC staff for issuance of a dosimeter badge, the contractor shall notify the appropriate staff member to pick up their dosimeter badge at the ASC Help Desk.

On a quarterly basis, the contractor shall contact NRC staff to whom the contractor issued a dosimeter badge to return the badge to the ASC Help Desk.

Temporary badge issuance

Temporary badges are issued using the neutron dosimeter badges. The contractor shall ensure that the employee is authorized to receive a temporary dosimeter badge by receiving a completed "Authorization to Receive an NRC Dosimeter" form signed by the RSO. The contractor may also accept documents signed by Acting RSOs or an employee's manager. The contractor shall file this approval form in the Dosimeter Operations Binder for future reference in case the RSO does not update the dosimeter issue list promptly.

Control badges

In addition to the permanent and temporary badges, the contractor must label at least 12 badges as "Control." The contractor shall not issue the Control badges. The Control badges will be used for background readings against which the issued badges are compared.

Issuing neutron dosimeter badges

RSOs will approve the issuance of neutron badges, either in writing or by e-mail. The contractor shall follow the above procedures for issuance of blank dosimeter badges after selecting "neutron" as the category of badge being issued.

Return of dosimeter badges

By the end of the quarter, every badge issued should have been returned by the employee to whom it was provided. The contractor shall notify the COR and appropriate RSOs of any badges not returned and proceed with processing as follows:

- a. Obtain the returned dosimeters (permanent and temporary) from the dosimeter return box and check off against the report to make sure all issued dosimeters are accounted for. After verification, place the dosimeters in a plastic bag(s) along with at least two control badges.
- b. Place all unissued dosimeters and at least one control badge in a separate plastic bag(s) and apply the yellow label provided by the dosimeter contractor for unused badges.
- c. Using the box the dosimeters were received in, place all dosimeters in the box, add appropriate cushioning material for protection, seal for shipping, and add an address label for the designated Landauer processing address. Should the original box be unavailable, prominently mark the shipping box with "DO NOT X-RAY" in red letters.
- d. Prepare NRC Form 420, "Request for Premium Mail Service," requesting shipment of the package via three-day expedited, non-USPS package service. The COR will review and approve the NRC Form 420 after it has been completed to their satisfaction.
- e. Place the package at the mail stop for pickup by NRC mail room personnel.
- f. Follow up with mail services staff if a copy of the completed NRC Form 420, indicating shipment, is not received within two working days.
- g. Within three working days of the end of each calendar quarter year, the contractor shall send a copy of a Microsoft Excel spreadsheet by email to the COR that shows the issue and return status of all permanent and temporary badges for the quarter to RSO(s).
- h. Send an e-mail to each NRC employee who has not returned their issued dosimeter badge. And request that the employee return their badge immediately to the ASC HD.

If all badges are not available for return to the dosimeter badge contractor with the end-of-quarter shipment, the contractor shall follow these procedures:

- a. Retain one control badge (do not mail with quarterly shipment).
- b. Create a receipt for delinquent badges using the above procedures.
- c. Mail the delinquent badges and receipt with other badges at the end of the next quarter.

Support the NRC Transit Subsidy Benefits Program

The contractor shall assist NRC employees with applications and cancellations for the NRC Transit Subsidy Benefits Program.

When an NRC employee provides a transit subsidy form for cancellation, the contractor shall note on the form when the last day the employee expects to receive the transit subsidy. If the

NRC employee does not provide the information on the form, the contractor shall contact the employee to receive the information and annotate it on the form.

Support for the NRC Parking Application and Reshuffle Process

The contractor shall assist NRC employees, COR and authorized contractor personnel, with applications for, and cancellations for, parking at the White Flint Complex garages. The contractor may also be required to assist ASC personnel in the parking permit issuance process to NRC employees for the White Flint Complex parking garages.

When someone requests to cancel their parking, the contractor shall determine the last day the employee intends to park in the parking garage and inform the appropriate ASC person that handles parking.

Distribute/track NRC systems furniture keys for OWFN and TWFN and other locations as directed by the COR and inventory spare keys provided by NRC

The contractor shall distribute and track NRC systems furniture keys. The ASC HD shall maintain and provide systems furniture (pedestal file or flipper door) workstation keys to employees and badged contractors upon written approval by the COR. The contractor shall refer problems with systems furniture locks to the Office of Administration, Division of Facilities and Security, Facilities Security Branch (FSB). Refer all other key requests or locksmith services to the NRC Office of Administration, Division of Facilities and Security, Physical Security Branch (PSB). The COR will provide a point of contact for those branches upon contractor request.

The contractor shall maintain two separate bins of keys. The bins will be labelled "SL" and "KA". These bins shall be located at the ASC HD. The contractor shall keep the bins locked during off hours of the ASC HD. The contractor shall submit a request to FSB for new keys for furniture when there are no key(s) available.

Upon receipt of the replenishment keys, the contractor shall bag the keys in zip-lock bags and place them in the appropriate storage bins. A supply of zip-lock bags will be furnished by the COR. The contractor shall advise the COR when this supply dwindles to not less than 10 bags and therefore needs to be replenished.

The contractor shall ask the requester if the key will be used for their workstation (a representative may pick up a key for an executive). If not, the contractor shall not issue the key without written approval by the COR. The contractor shall ask the requester for the key code, e.g., SL432. If not known, the requester may obtain the code from the center of the lock cylinder.

Distribute ASC Forms and Publications, as Applicable

The contractor shall provide the link to the NRC Forms Library to customers that need to complete a form and may print or distribute forms and assist customers with their completion as necessary.

Upon request, the contractor shall provide forms to the NRC staff and assist them with accurate completion of the form. These forms include forms related to parking, transit subsidy, and other areas supported by the ASC HD.

Upon receipt of a completed form, the contractor shall review the form to ensure it is completed fully and correctly. For any discrepancy found, the contractor shall contact the customer and identify any changes or additions needed to achieve full and correct completion of the form.

Upon receipt of a properly completed form, the contractor shall document the date/time the form was received using the NRC-supplied Date-Stamp machine located at the ASC HD and forward the form to the appropriate ASC staff person or contractor for processing.

The contractor shall advise all requesters to register their visitors into the ADM Visitor Access Request System (VARs) at <http://h2vwswwsspm02/archibus/>. The contractor shall caution requesters of perimeter road parking that parking is granted on a "space available" basis.

International travel kits

The contractor shall manage the inventory of international travel kits (electrical converters and adaptors that allow use of U.S. appliances in foreign countries). The contractor shall track all reservations and loans to ensure the travel kits are available for use when requested. The contractor shall become knowledgeable about use of the travel kits using the guidance provided in order to render assistance and respond to customer questions. The contractor shall ensure that the travel kits are kept locked in NRC provided cabinets when not in use. The contractor shall notify the COR when these kits need repair or replacement.

Coordination and Support of NRC Headquarters Special Events and Administrative Services:

Support for Commission Functions:

The ASC is responsible for setups for Commission meetings, normally held in the Commission Meeting Room and the Commission Hearing Room on the OWFN 1st floor and occasionally in the 18th Floor Conference Room. The COR will provide the contractor with a schedule of Commission meetings for the upcoming month. Contractor setup of Commission meetings consists of the following:

1. Room check

The contractor shall check the Commission Meeting Room before each meeting to ensure it is ready for occupancy. The check shall include the following:

Item	Remedy contact
Furniture setup, cleaning, or send trash pick-up	Call custodial contractor and later send a confirming FIXIT
Light bulb replacement, temperature, or mechanical problems	Call operations and maintenance and later send a confirming FIXIT
Other problems noted (e.g., missing flags)	Contact the COR

2. Inventory management and cleaning

The contractor shall maintain a supply of pencils and 8 ½" x 11" lined paper tablets in the supply closet of the Commission Ready Room, adjacent to the Commission Meeting Room. Replenishment of pencils and tablets can be obtained through the COR.

The contractor shall maintain a supply of water glasses, water carafes, and serving trays. These items are stored in the Commission Ready Room cabinets and counter.

The contractor shall keep all glasses, carafes, and trays sanitary, soap-free, and clean. After washing, turn water carafes upside down and let air-dry. No dirty items shall be left on the Commission table, kitchen or other areas. Items may be cleaned at the Commission Ready Room sink or in the dishwasher located in the Commission Kitchen on the 18th floor of OWFN.

The contractor shall monitor the supply of dishwashing detergent, baking soda, dishcloths, and towels and notify the COR when replenishment is needed. The container of baking soda in the refrigerator shall be replaced every 90 days.

3. Table setup

The contractor will be provided with requirements for the setup for each meeting. Setups are normally performed approximately one hour before meetings, subject to other meetings being held in the Commission Meeting Room. Setups shall always be completed no later than 40 minutes before the Commission meeting to allow staff from the Office of the Secretary time to review arrangements. The security officer located at the elevator lobby will provide a key for entrance to the Commission Ready Room.

The contractor shall setup for each meeting in accordance with the requirements provided (normally a diagram), supplemented by any guidance from the COR or their designees. Routine setup includes:

- a. Putting lined paper tablets and pencils in the meeting room. The contractor shall sharpen the pencils to a fine point using the sharpener provided in the Commission Ready Room.
- b. Putting water glasses set on trays lined with paper towels in the meeting room.
- c. Putting water carafes filled with ice water in the meeting room. Obtain fresh ice from the New Reg Café. For water, use the spigot, which has a water filter, located in the Commission Ready Room. Allow cold water to run a minute, to aerate it for freshness, before filling the carafe.

The contractor shall remove all glasses, carafes, and trays from the Commission Meeting Room on the same day following completion of the meeting.

Filter Replacement: Water filters are installed under the sinks in the Commission Ready Room and the Commission 18th floor kitchen. The contractor shall label the filter housing with the date the filter was changed and notify the COR if there is no indication the filter has been changed within a year.

Support for NRC bulletin boards

In OWFN, an official NRC bulletin board is located on the second floor outside of the ASC. Employees may post notices of job vacancies, commuter information, employee

union business, and other office employee announcements on this board. Employees must obtain approval in advance from the COR. In TWFN, official and National Treasury Employee Union (NTEU) notices are placed on the tack surfaces located on each floor at the intersections of Corridors A and B and Corridors B and C. The contractor shall ensure that announcements are removed after 30 days or sooner if the date on the notice has passed.

The contractor shall monitor the boards and remove notices after 30 days or sooner if the date on the notice has passed. The bulletin boards are located as follows in the White Flint Complex:

1. OWFN Building

- Second Floor
- Copy room on Floors 3 through 16
- Garage elevator lobbies P2 and P3

2. TWFN Building

- Tack surfaces on each floor at the intersections of Corridors A and B and Corridors B and C
- Copy room on Floors 2 through 10
- Garage elevator lobbies P1 through P4

3. "Missing Children Notice" bulletin boards

In accordance with Executive Memorandum, "Missing Persons or Children Notices in Federal Facilities," dated January 19, 1996, the NRC posts missing children notices in both the OWFN and TWFN buildings. The contractor is responsible for removing the old notices, and printing and posting the approximately 12 new notices on each of these boards monthly. The contractor shall print the notices in accordance with guidance provided by the GSA Missing Child Notice Program www.r6.gsa.gov/pbs/kids/guidnc.htm and the National Center for Missing and Exploited Children www.ncmec.org.

Support for NRC flags

The contractor shall maintain the NRC and American flags flown on the flagpoles in front of the OWFN and TWFN buildings. The contractor shall store and monitor the condition and quantities of each to ensure that flags in excellent condition are available at all times.

1. Flag inventory

The contractor shall ensure that United States and NRC flags are available at all times.

2. Coordination with security officers

The NRC's on-site security officers are responsible for raising and lowering the building flags. The contractor shall provide two of each U.S. and NRC flags to the security officers (one for display and one for back-up purposes).

3. Rotation

On the first of every month, NRC onsite security officers will bring the flags to the ASC for replacement. The contractor shall issue the replacement flags to the onsite security officers and accept the flags being turned in for inspection. If damaged, flags may also be turned in to the ASC at other times of the month.

4. Inspection

The contractor shall inspect all flags for damage or significant wear (any rips, noticeable fraying in the fabric, easily apparent fading, etc.). Damaged or worn flags shall be considered unsuitable emblems for display and action shall be taken for repair or replacement. The contractor may consult the COR if the contractor is uncertain if a flag needs repair or replacement.

5. Repair or replacement

When flags need repair or replacement, the contractor shall prepare a written email request to the COR. For flags needing repair, the request shall specify the extent of repair needed. Dependent upon the number of flags on hand, multiple repair requests can be bundled on one email. Assume a 45-day lead-time for repairs, a 90-day lead-time for U.S. flag purchase and 150-day lead-time for NRC flag purchase.

Scheduling and coordination of NRC special events

1. General

The contractor shall schedule and coordinate use of auditorium and other special event space including the auditorium atrium, TWFN, 3WFN Conference Center, TWFN exhibit area, and the Green (elevated lawn area between the two NRC Headquarters buildings). This support includes arranging for staging and seating configurations, and coordinating user requirements with other appropriate organizations, including the Division of Facilities and Security and DAS audio-visual services.

NRC's custodial contractor is responsible for the setup of the interior space (auditorium, auditorium atrium, and exhibit area) in accordance with the ASC's direction. Setup for events on the Green are handled through other contractor support.

2. Use and priority

The contractor shall normally process requests on a first-come, first-served basis; however, the contractor should contact the COR if Commissioner or Executive Director of Operations (EDO) staff requests space already booked. All requests for use of space after working hours should be forwarded to the COR.

3. Reservations for Exhibit Area, Auditorium, The Green, TWFN

The contractor shall schedule special event space through Microsoft Outlook Conference Room Scheduler. Ensure that the event is requested by an NRC employee for an official purpose and that support requests are within NRC guidelines. Non-official, but NRC-supported activities, such as retirement receptions and EWRA events, may use the TWFN Exhibit area and the Green with prior written approval of the COR before reservations are completed.

Within the first hour of the first business day of each week, the contractor shall review all upcoming events 2 weeks out to identify and eliminate any possible double bookings or other scheduling conflicts. The contractor shall contact the requestor for any clarifications as required.

The contractor shall allow two hours between events to accommodate setup requirements. Exceptions can be made when only minor setup changes are needed between events.

If the desired space is not available on the dates and times requested, then the contractor shall discuss possible alternate dates with the requester. The contractor shall also inform the requester about the following other possible sources of meeting space:

1. Commission Meeting Room, capacity 108 people
2. ACRS Meeting Room, capacity 100 people
3. ASLBP Meeting Room, capacity 70 people

4. Support requirements determination

The contractor shall manually approve use of the space and a request for physical setup and audio visual requirements will immediately be sent to the customer. The contractor shall provide a copy of that approval to the COR and DAS by email.

Once the customer has responded to the physical setup and audio visual requirements email, the contractor shall copy and paste the information received into the events' calendar.

The contractor shall contact the requester no later than two weeks before an event to review the support requirements for the event. Remind the requester to notify the contractor immediately if the activity is cancelled.

The following is a checklist which may be used to review requirements with the requester:

a. General

- i. Date Received ____/____/____
- ii. Requester's Name/Title _____
- iii. Requesting Organization _____
- iv. Telephone number - Mail Stop _____ E-Mail ID# _____
- v. Fax Number _____
- vi. Date(s) of Program _____
- vii. Time _____ to _____
- viii. Purpose/Title and brief description of activity _____
- ix. Total number of NRC and outside participants: _____
 NRC _____ Other Fed Agency _____ Public _____
 Other (specify) _____

b. Special requirements

- i. Support Furnishings: The following items shall be sketched on the area layout. The ASC HD has several basic setup diagrams that can be used for this purpose. Complete the following specifying how many, if any, are required:

Tables _____ Location(s) _____
 Chairs _____ Location(s) _____
 Lectern _____
 Stage _____ Special setup? _____
 Handicap Ramp _____
 Flipchart (s) _____
 Tables Skirted (specify which tables) _____
 Piano _____
 Special signs to be posted _____
 Extra trash cans _____

- ii. Audio-visual (Specify by Checkmark)

Screen Projection via camera _____
 VCR/Monitor _____
 35mm Projector _____
 Special lighting _____
 Overhead projector _____
 Video Recording _____

****Note that a written release must be obtained from any non-NRC participant**

Photographer _____
 Other (Specify) _____

- iii. Food ☐ YES ☐ NO

- iv. Use auditorium catering kitchen ☐ YES ☐ NO

- v. Other

- a) Parking ☐ Yes (Provide guidance on current parking availability and eligibility) ☐ No

- b) Sensitive unclassified information is to be discussed?
☐ Yes (Contact NRC Project Officer)
☐ No

- c) Media is apt to be interested/attend activity?
☐ Yes (Notify OPA)
☐ No

- d) Other support
 (specify) _____

c. Coordination with other offices

i. **Weekly schedule and requirement**

The contractor shall compose a monthly schedule and activity requirements for the upcoming month for all special space reservations. This schedule is to be issued one week before the first day of the month, e.g., April's monthly schedule should be submitted on March 25th. This schedule should include the date(s), time, contact person and telephone number, title of the activity, AV and room requirements, and number of participants (see attachment.). The contractor shall forward copies of this schedule to the COR; Facilities Security Branch; DAS; and to the Senior Administrative Services Specialist, ASC.

ii. **Setup directions to Custodial contractor**

Every Thursday, the contractor shall prepare setup drawings for the next week and provide to the custodial manager (fax number 301-415-7725) followed by a confirming email.

The email shall include the following information:

- a) A statement of the week that is being set up
- b) Specify date, area to be set up, and the time setup is to be completed
- c) Specify the room set
- d) Concurrence copies sent to the facilities staff and COR

iii. **Onsite support**

Prior to the event, the contractor shall establish a time on the day of the event to meet with the requester to review the setup and other support requirements. The contractor shall schedule this onsite review at least one hour prior to the event to allow time for changes and corrections, if needed. Upon arrival, the contractor shall ensure that the space is ready for the event including checking for temperature, lighting, and cleaning. If space is not set up according to the drawing, contact custodial manager at (301) 415-0145. Contact other ADM support staff to alert them of any issues in their program area.

Before leaving the event site, the contractor shall provide the requester with the contractor's contact information in case problems or questions arise.

iv. **Support for Commission representational events**

The contractor shall provide coordination and planning assistance in set up of Commission luncheons, placement of tables and chairs for the number of guests invited, placing tablecloths on tables, placing number of napkins needed for setting. After the event, give soiled linens to the COR to have them cleaned. Upon receipt of clean linens, the contractor shall ensure that they are placed in the appropriate storage area. The contractor shall ensure that the area where event was held is back to its original setup after an event. The contractor shall report any deficiencies that need to be corrected to the appropriate officials.

v. **Support for All-Employees Meeting and Annual Awards Ceremony**

NRC typically holds All Employees Meeting and Annual Awards Ceremony events once per year. The contractor shall provide coordination and planning assistance and onsite support for these events including arranging for volunteer ushers, completing stage setup and coordinating visitor parking.

Incidental Administrative Services Tasks

The contractor shall perform incidental administrative service tasks (ISTs) as requested by the COR such as preparing temporary events signs, assembling data for special ASC reports, preparing materials for ASC exhibits, assisting with Commission kitchen inventory, assisting with setup of Commission luncheons, gathering information on request for obtaining offsite meeting spaces, performing data entry for ASC system conversions, and other duties as assigned.

NRC estimates there will be at least 250 ISTs per year. Each IST shall not exceed 10 hours of contractor effort, and it is estimated that most ISTs will not exceed three hours in duration.

Setting up for representative events on the 18th floor

The ASC is responsible for setups for Commission representative events, normally held in the Commission Dining Room and Executive Conference Room. The COR will provide the contractor with a schedule of upcoming events.

1. Setup of representative events in the dining room

The Commission Dining Room shall be in appropriate order and condition:

- a. The chairs and tables shall be placed as directed.
- b. Place tablecloth on the table.
- c. Place napkins on table.

After the function, the contractor shall ensure that the room is back to its original setup. The contractor shall monitor the inventory of the linen and utensils to advise the COR if the quantities of any item need to be replaced. The contractor shall provide all soiled linens to the COR to be cleaned.

2. For setup of signing ceremony

The contractor shall obtain appropriate items for this setup from the COR. The contractor shall ensure that the room is in appropriate order and condition. The contractor shall remove all unnecessary items from the Commission conference table (e.g., pads, pencils, water carafes, and trays). The contractor shall contact DAS to remove table microphones.

Physical inspection and support for NRC onsite meeting rooms

Each NRC meeting room has been assigned a "maximum seating capacity" which is the most people the room can accommodate at the same time and a "standard configuration" which is a floor plan showing the correct placement of tables and chairs within that room.

Based on this "maximum seating capacity," NRC has furnished each meeting room with the quantity of chairs required to accommodate the room's "maximum seating capacity" and an appropriate quantity of tables. Other meeting-related items assigned for each

room may include TV, VCR, overhead projector, projection screen, speaker phone, and video-teleconference unit. The contractor shall will provide the onsite location (room number) of each meeting room and provide a monthly updated list of the available conference rooms for inspection to be conducted by facilities.

Missing tables, chairs, and/or other equipment

The contractor shall perform the following actions if receiving notice that missing tables and chairs are affecting the conduct of a meeting:

The contractor shall use the electronic conference room reservation system to see if furniture from an unused, nearby room can temporarily be used. If so, the contractor shall reserve this unused room and respond onsite with the COR for the custodial contractor, if needed, to relocate the furniture. Following the meeting, the contractor shall return the furniture to the proper room. The contractor shall check upcoming reservations for the incomplete room and take appropriate action to relocate future meetings, if necessary, until missing furniture can be replaced. Then, the contractor shall reserve the room missing the furniture/equipment until required items can be provided. The contractor shall contact the Property Management and Labor Services Branch <http://www.internal.nrc.gov/ADM/spaceplanning/propmgmt.html> about replacement/retrieval actions for the missing furniture/items. In the contractor's check of rooms for proper chairs, tables, and equipment, the contractor shall notify the Property Management and Labor Services Branch to update tables or chairs in a conference room.

Conference phone reservations

The contractor shall receive requests for conference phones (commonly referred to by the brand name "Shure" unit) and send the service request by e-mail to DAS personnel.

The e-mail shall request setup of a conference phone and include the following information:

- Date and time of meeting
- Meeting location (building and room number)
- The requester's name and telephone number

The contractor shall copy the requester on the e-mail request.

How to handle disputes in room scheduling

Should there be a dispute over who has a reservation for a room the contractor may inform the parties of the reservation status in the Microsoft Outlook system. The contractor should immediately try to find an alternative meeting space for the non-record party. After the meeting time, contact the non-record party and obtain a copy of their Microsoft Outlook confirmation, if available, and notify the COR of the incident.

Task 2: Onsite Support for NRC Supply Room-Related Operations (Firm-Fixed-Price) (1 Supply Technician Full Time Equivalent)

The physical activities required to provide this support may include standing, walking, bending, squatting, and independently lifting items up to 55 lbs. in weight.

During the hours 7:15 a.m. through 4:30 p.m. Eastern Time, Monday through Friday (except Federal holidays or when the NRC is closed) the contractor shall, as coordinated by contractor management through the COR:

- Perform inventory and storage management functions at the warehouse;
- Perform recycling and restocking duties for materials that come to the OWFN loading dock;
- Coordinate with the COR on transfer of inventory from warehouse to NRC facilities;
- Perform inventory, stocking and supply management responsibilities at NRC's 3WFN supply room; and
- Perform other NRC supply-related activities as directed by the COR

Task 3: As-Needed, On-Call Support for Task 1 and/or Task 2

The contractor shall maintain sufficient staffing capacity with the appropriate NRC security clearance to provide up to two additional contractor personnel to support Task 1 and/or Task 2 within 48 hours of receipt of a written notice by the COR or CO.

This support may include any of the types of services provided under Task 1 and/or Task 2.

The CO or COR will request this support by contacting the contractor by email or by telephone to convey the specific requirements as they arise.

C.8 Remedies for Non-Performance

Performance deductions:

NRC reserves the right to take the following monetary deductions from payment of the monthly invoice if the contractor failed to meet requirements of Task 1 or Task 2. The deduction shall not exceed more than 10 percent of the total monthly amount of Task 1 and Task 2 combined. However, NRC retains the right to pursue any other legal measures and actions which the contracting officer determines is warranted to correct any performance issues.

Valid Complaints:

Failure by the contractor to comply with contract requirements for Task 1 or Task 2 may constitute a "valid complaint" under this contract.

Performance standard:

There can be no more than three total discrepancies per calendar month period in which the COR verifies the discrepancy is a "valid complaint." The COR will verify valid complaints in writing with the affected party(ies).

Performance deduction:

NRC may reduce the amount payable to the contractor for monthly invoices by the following amounts for any month in which the contractor fails to comply with the contract performance standards stated above:

NO. OF VALID COMPLAINTS	PERCENTAGE DEDUCTION
-------------------------	----------------------

4-7	5% of the total monthly invoice amount for Task 1 and Task 2
Greater than 7	10% of the total monthly invoice amount for Task 1 and Task 2

Performance standard:

The contractor shall provide the number of qualified contractor FTE's required by Task 1 and Task 2, and during the hours specified in, the SOW to satisfy requirements that may emerge for those tasks.

Performance deduction:

NRC reserves the right to deduct \$112.00 per person from payment of the appropriate monthly invoice for each hour the contractor fails to satisfy the performance standard. The \$112.00 per person per hour deduction rate is based on \$40.00 per hour for the services not received by NRC from each absent contractor person and an additional \$72.00 per hour to cover the cost to have the work performed by the COR or other NRC staff.

C.9 Reporting Requirements**Monthly Report**

The contractor shall provide the following information to the COR by email within 5 business days after the end of each calendar month:

1. A list of activities completed for Task 1, Task 2 and Task 3 during the month.
2. A copy of all completed customer surveys formulated by the NRC

Quarterly Reports

The contractor shall provide the following information to the COR by email within 10 business days after the end of each three-month period under the contract:

1. Quantity of "walk-in" customers assisted by the ASC HD
2. Quantity of customers that contacted the ASC HD by telephone
3. Quantity of customers that contacted the ASC HD by email
4. Quantity of customers that contacted the ASC HD in person, by telephone or by email that were referred outside of the ASC branch to obtain the service or information they need
5. Quantity of meeting room requests scheduled for customers
6. Quantity of video teleconference requests scheduled for customers
7. Quantity of dosimeter badges issued
8. Quantity of replacement keys issued
9. Quantity and identity of each form issued to customers for areas supported by the contractor

10. Quantity of visitor parking requests processed
11. Quantity of NRC and U.S. flags in stock to support monthly rotations, and any in need for repair or replacement
12. Quantity, identification and dates of Commission functions supported
13. Quantity of non-Commission special events supported, broken out by the following areas:
 - a. Events held in Commission Hearing Room
 - b. Events held in TWFN Auditorium
 - c. Events held in TWFN Exhibit Area
 - d. Events held in TWFN Cafeteria
 - e. Events held outside on The Green
 - f. Events held in all other locations
14. The issuance and return status of all permanent and temporary dosimeter badges for the quarter

Annual Report

The contractor shall maintain a record of the quantity of each type of service provided during the preceding annual Federal fiscal year period. Within 5 business days after completion of each Federal fiscal year, the contractor shall provide the COR with a report, submitted by email, that identifies the total quantity of each type of service provided during the preceding fiscal year.

Ad hoc reports

As directed by the COR, there may be instances where ad hoc reports may be required prior to delivery of the Monthly, Quarterly, or Annual Report or which require information not normally provided. In the event of this need, the contractor shall prepare and deliver the report to the COR by email within three business days from the receipt of the request from the COR.

C.10 Contractor Release of Data

The contractor shall not release any data generated, gathered or otherwise obtained during performance of this contract without prior written approval from the CO.

C.11 Government-Furnished Property

The Government will provide appropriate office space, electronic and information technology resources, and access to the NRC Public Address system, at the minimum level required for the contractor to perform the requirements of this contract.

C.12 Potential Threats to NRC Facilities and Facility Occupants

The contractor shall not employ any personnel presenting potential threats to the health, safety, security, general well-being, or operational mission of the NRC and its facility occupants. The Government reserves the right to refuse onsite access to any contractor personnel that the Government reasonably believes to present such threat(s).

C.13 Place of Performance

The contractor shall perform the requirements of this contract primarily onsite at the NRC buildings located in this SOW. For Task 1, the primary place of performance is at the ASC HD on the 2nd floor of OWFN. For Task 2, the primary place of performance is the Supply Room located on the P-1 level of OWFN.

C.14 Days When Contractor Performance is Not Required

This contract does not require contractor performance on these occasions:

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

In addition, the contractor is not required to perform the requirements of this contract on any days that the NRC is closed due to weather, Presidential Executive Order, or other situation whereby the facilities are closed for safety and/or environmental reasons.

C.15 Physical Security

The contractor shall safeguard all Government property. At the close of each work period, the contractor shall appropriately secure all Government property and materials associated with performing the contract.

C.16 System Furniture Keys

The contractor shall establish and implement methods of making sure all keys 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. The contractor shall not duplicate any keys issued to the contractor by the Government. The contractor shall immediately report any occurrences of lost keys or keys that have been duplicated by other persons to the COR.

The contractor shall inform persons to whom they issue keys that use of Government issued keys by any persons other than to whom it is issued is prohibited by NRC. The contractor shall inform recipients of keys that the opening of locked areas by contractor personnel to permit entrance of persons other than contractor personnel engaged in the performance of assigned work in those areas is prohibited by NRC unless otherwise authorized by FSB.

C.17 Special Qualifications

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

Onsite contractor personnel shall be fluent in the English language, both oral and written. Profanity or any other language deemed inappropriate by the COR shall not be used in any form of communication during performance of services under this contract or while on NRC premises.

Male contractor personnel shall wear a collared shirt and tie. Female contractor personnel shall wear business attire such as suits, dresses, slacks, and blouses. Contractor personnel may wear company apparel as long as that apparel complies with the above description of appropriate dress for an office environment. If at any time the NRC COR determines that clothing worn onsite by one of the contractor's onsite personnel is inappropriate, the NRC COR will notify the contractor and the contractor shall require corrective action.

C.18 Postaward Orientation (Kickoff Meetings) and 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.

The contractor may be required to meet periodically with the COR and CO at the beginning of contract/task order performance. Meetings will be scheduled as needed. The contractor may request meetings whenever a discrepancy exists and no mutual resolution is apparent.

C.19 Contractor Travel

No contractor travel is anticipated for this contract. If contractor travel is required, then the contract will first be modified to authorize that travel and obligate funds for those costs which would be reimbursed in accordance with the Federal Travel Regulation.

C.20 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.

C.21 Green Purchasing

In accordance with NRC's Green Purchasing Plan (GPP), indicate any: (i) EPA-designated recycled content products [See EPA's Comprehensive Procurement Guideline (CPG)], (ii) EPEAT®-registered products, (iii) Energy Star® and FEMP-designated efficient products and appliances, (iv) USDA-designated biobased products (USDA BioPreferred® program), (v) environmentally preferable products, (vi) WaterSense and other water efficient products, (vii) products containing non- or lower ozone depleting substances (SNAP), and (viii) products containing no or low toxic or hazardous constituents (e.g., non-volatile organic compounds (VOC) paint).

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 Administration, under Contract/order number NRC-HQ-40-16-C-0002.

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: None.

SECTION E - inspection and Acceptance

N/A

SECTION F - Deliveries or Performance

F.1 NRCF030B PERIOD OF PERFORMANCE ALTERNATE

This contract shall commence on February 1, 2016 and will expire on January 31-2017. The term of this contract may be extended at the option of the Government for four (4) one- year option periods.

Base Period: February 1, 2016 – January 31, 2017

Option Period One: February 1, 2017 – January 31, 2018

Option Period Two: February 1, 2018 – January 31, 2019

Option Period Three: February 1, 2019 – January 31, 2020

Option Period Four: February 1, 2020 – January 31, 2021

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.

SECTION H - Special Contract Requirements

H.1 2052.204.70 SECURITY (MAR 2004)

(a) Contract Security and/or Classification Requirements (NRC Form 187). The policies, procedures, and criteria of the NRC Security Program, NRC Management Directive (MD) 12 (including MD 12.1, "NRC Facility Security Program;"

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

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

(c) In connection with the performance of the work under this contract, the contractor may be furnished, or may develop or acquire, safeguards information, or confidential or privileged technical, business, or financial information, including Commission plans, policies, reports, financial plans, internal data protected by the Privacy Act of 1974 (Pub. L. 93.579), or other information which has not been released to the public or has been determined by the Commission to be otherwise exempt from disclosure to the public. The contractor shall ensure that information protected from public disclosure is maintained as required by NRC regulations and policies, as cited in this contract or as otherwise provided by the NRC. The contractor will not directly or indirectly duplicate, disseminate, or disclose the information in whole or in part to any other person or organization except as may be necessary to perform the work under this contract. The contractor agrees to return the information to the Commission or otherwise dispose of it at the direction of the contracting officer. Failure to comply with this clause is grounds for termination of this contract.

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

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

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

(f) Definition of Restricted Data. The term Restricted Data, as used in this clause, means all data concerning design, manufacture, or utilization of atomic weapons; the production of special nuclear material; or the use of special nuclear

material in the production of energy, but does not include data declassified or removed from the Restricted Data category pursuant to Section 142 of the Atomic Energy Act of 1954, as amended.

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

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

(i) Security Clearance. The contractor may not permit any individual to have access to Restricted Data, Formerly Restricted Data, or other classified information, except in accordance with the Atomic Energy Act of 1954, as amended, and the Commission's regulations or requirements applicable to the particular type or category of classified information

to which access is required. The contractor shall also execute a Standard Form 312, Classified Information Nondisclosure Agreement, when access to classified information is required.

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

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

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

H.2 2052.204-71 BADGE REQUIREMENTS FOR UNESCORTED BUILDING ACCESS TO NRC FACILITIES (MAR 2006)

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

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

H.3 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 2009.570-2 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.

H.4 2052.215-70 KEY PERSONNEL. (JAN 1993)

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

Ms. Chelsea Nichols – Site Program Manager

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

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

(c) Each request for approval of substitutions must be in writing and contain a detailed explanation of the circumstances necessitating the proposed substitutions. The request must also contain a complete resume for the proposed substitute and other information requested or needed by the contracting officer to evaluate the proposed substitution. The contracting officer and the 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.

H.5 2052.215-71 CONTRACTING OFFICER'S REPRESENTATIVE AUTHORITY. (OCT 1999)

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

Name: Andrea Wimbush
Address: U.S. Nuclear Regulatory Commission
Mailstop: OWFN 02 A13
Office of Administration
Washington, DC 20555
Email: Andrea.Wimbush@nrc.gov

Telephone Number: (301) 415-5328

(b) The contracting officer's **Alternate** authorized representative hereinafter referred to as the contracting officer's representative for this contract is:

Name: Danita Stenberg
Address: U.S. Nuclear Regulatory Commission
Mailstop: OWFN 02 A13
Office of Administration
Washington, DC 20555
Email: Danita.Stenberg@nrc.gov

Telephone Number: (301) 415-5166

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

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

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

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

(c) Technical direction must be within the general statement of work stated in the contract. The

contracting officer's representative 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 contracting officer's representative or must be confirmed by the contracting officer's representative 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 contracting officer's representative in the manner prescribed by this clause and within the contracting officer's representative authority under the provisions of this clause.

(f) If, in the opinion of the contractor, any instruction or direction issued by the contracting officer's representative 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 contracting officer's representative 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 contracting officer's representative 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.

H.6 NRCH010 DETERMINATION OF MINIMUM WAGES AND FRINGE BENEFITS - SERVICE CONTRACT ACT

Each employee of the Contractor or any subcontractor performing services under this contract shall be paid at least the minimum allowable monetary wage and fringe benefits

prescribed under the U.S. Department of Labor Wage Determination attached to the contract.

H.7 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/PSB (Facilities Security Branch) within three (3) days after their termination.

H.8 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.

H.9 NRCH070 GOVERNMENT FURNISHED EQUIPMENT/PROPERTY

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

1. Office Space
2. Computer
3. Telephone

Include an asterisk (*) if the item also applies to paragraph (b) below.

(b) The equipment/property listed below is hereby transferred from contract/agreement number: N/A, to contract/agreement number: N/A

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

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

H.10 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 [*Insert time for annual evaluation here*]. Final evaluations of contractor performance will be prepared at the expiration of the contract during the contract closeout process.

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

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

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

tool to improve communications between the NRC and the contractor and to improve contract performance.

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

H.11 NRCH330 RULES OF BEHAVIOR FOR AUTHORIZED COMPUTER USE

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

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

The rules of behavior are effective immediately upon acknowledgement of them by the person who is informed of the requirements contained in those rules of behavior. All current contractor users are required to review and acknowledge the rules of behavior as part of the annual computer security awareness course completion. All new NRC contractor personnel will be required to acknowledge the rules of behavior within one week of commencing work under this contract and then acknowledge as current users thereafter. The acknowledgement statement can be viewed at http://www.internal.nrc.gov/CSO/documents/ROB_Ack.pdf or use NRC's external Web-based ADAMS at <http://wba.nrc.gov:8080/ves/> (Under Advanced Search, type ML082190730 in the Query box).

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

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

H.12 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.

H.13 NRCH370 SAFETY OF ON-SITE CONTRACTOR PERSONNEL

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

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

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

H.14 NRCH390 NRC INFORMATION TECHNOLOGY SECURITY

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

Contractor employees, consultants, and subcontractors shall complete the NRC's online annual,

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

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

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

H.15 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.

H.16 NRCH420 AUTHORITY TO USE GOVERNMENT PROVIDED SPACE AT NRC HEADQUARTERS (SEP 2013)

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

(1) Rental charge for the space occupied will be deducted from the invoice amount due the

Contractor

- (2) Removal from the space occupied
- (3) Contract Termination

H.17 NRCH430 DRUG FREE WORKPLACE TESTING: UNESCORTED ACCESS TO NUCLEAR FACILITIES, ACCESS TO CLASSIFIED INFORMATION OR SAFEGUARDS INFORMATION, OR PERFORMING IN SPECIALLY SENSITIVE POSITIONS (OCT 2014)

All contractor employees, subcontractor employees, applicants, 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 NRC Drug Program Manager will schedule the drug testing for all contractor employees, subcontractor employees, applicants, and consultants who are subject to testing under this clause. The consequences of refusing to undergo drug testing or a refusal to cooperate in such testing, including not appearing at the scheduled appointment time, will result in the Agency's refusal of the contractor employee to work under any NRC contract. Any NRC contractor employee found to be using, distributing or possessing illegal drugs, or any contractor employee who fails to receive a verified negative 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, positive 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>

H.18 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.

H.19 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.

H.20 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.

H.21 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>.

H.22 NRCI020 COMPLIANCE WITH SECTION 508 OF THE REHABILITATION ACT OF 1973, AS AMENDED (SEP 2013)

In 1998, Congress amended the Rehabilitation Act of 1973 (29 U.S.C. §794d) as amended by

the Workforce Investment Act of 1998 (P.L. 105 - 220), August 7, 1998 to require Federal agencies to make their electronic and information technology (EIT) accessible to people with disabilities. Inaccessible technology interferes with an ability to obtain and use information quickly and easily. Section 508 was enacted to eliminate barriers in information technology, open new opportunities for people with disabilities, and encourage development of technologies that will help achieve these goals. The law applies to all Federal agencies when they develop, procure, maintain, or use electronic and information technology. Under Section 508 (29 U.S.C. §794d), agencies must give disabled employees and members of the public access to information that is comparable to access available to others.

Specifically, Section 508 of that Act requires that when Federal agencies develop, procure, maintain, or use EIT, Federal employees with disabilities have access to and use of information and data that is comparable to the access and use by Federal employees who are not individuals with disabilities, unless an undue burden would be imposed on the agency. (36 C.F.R. §1194 implements Section 508 of the Rehabilitation Act of 1973, as amended, and is viewable at: <http://www.access-board.gov/sec508/standards.htm>)

Exceptions.

All EIT that the government acquires by purchase or by lease/rental under this contract must meet the applicable accessibility standards at 36 C.F.R. Part 1194, unless one or more of the following exceptions at FAR 39.204 applies to this acquisition (applicable if checked):

- ☐ The EIT is for a national security system.
- ☐ The EIT is acquired by a contractor incidental to a contract.
- ☐ The EIT is located in spaces frequented only by service personnel for maintenance, repair or occasional monitoring of equipment.
- ☐ Compliance with the applicable 36 C.F.R. Part 1194 provisions would impose an undue burden on the agency.

Applicable Standards.

The following accessibility standards from 36 C.F.R. Part 1194 have been determined to be applicable to this contract/order. See www.section508.gov for more information:

- ☐ 1194.21 Software applications and operating systems.
- ☐ 1194.22 Web-based intranet and internet information and applications. 16 rules.
- ☐ 1194.23 Telecommunications products.
- ☐ 1194.24 Video and multimedia products.
- ☐ 1194.25 Self contained, closed products.
- ☐ 1194.26 Desktop and portable computers.
- ☐ 1194.31 Functional performance criteria.
- ☐ 1194.41 Information, documentation, and support.

Note: Under the Exceptions paragraph, the Contracting Officer should check the boxes for any exceptions that apply. If no exceptions apply, then the Contracting Officer should, under the Applicable Standards paragraph, check the boxes that indicate which of the standards apply.

See FAR Subpart 39.2 and www.section508.gov for additional guidance.

SECTION I - Contract Clauses

I.1 52.212-4 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS. (DEC 2014)

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its postacceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

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

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

(d) *Disputes.* This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.* The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

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

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

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.

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

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer-Other Than System for Award Management), or applicable agency procedures.

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

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

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

(i) *Payment- (1) Items accepted.* Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this

contract.

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

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

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

(5) *Overpayments.* If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall-

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

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

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

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

(D) Contractor point of contact.

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

(6) *Interest.* (i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

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

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

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

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

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

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

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

(A) The date fixed under this contract.

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

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

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

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

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

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

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

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

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

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

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such

termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

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

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

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

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

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) The schedule of supplies/services; (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause; (3) The clause at 52.212-5; (4) Addenda to this solicitation or contract, including any license agreements for computer software; (5) Solicitation provisions if this is a solicitation; (6) Other paragraphs of this clause; (7) The Standard Form 1449; (8) Other documents, exhibits, and attachments; and (9) The specification.

(t) *System for Award Management (SAM)* (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

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

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

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

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via SAM accessed through <https://www.acquisition.gov>.

(u) *Unauthorized Obligations.* (1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

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

1.2 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS-COMMERCIAL ITEMS (MAY 2015).

As prescribed in 12.301(b)(4), insert the following clause:

Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items (May 2015)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Dec 2014)

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

(3) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004)(Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

 x (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

 x (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (41 U.S.C. 3509)).

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

 x (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note).

 (5) [Reserved].

 x (6) 52.204-14, Service Contract Reporting Requirements (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).

- _x_ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).
- _x_ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Aug 2013) (31 U.S.C. 6101 note).
- _X_ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).
- ___ (10) [Reserved].
- ___ (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).
- ___ (ii) Alternate I (Nov 2011) of 52.219-3.
- ___ (12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- ___ (ii) Alternate I (Jan 2011) of 52.219-4.
- ___ (13) [Reserved]
- ___ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2011) (15 U.S.C. 644).
- ___ (ii) Alternate I (Nov 2011).
- ___ (iii) Alternate II (Nov 2011).
- ___ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- ___ (ii) Alternate I (Oct 1995) of 52.219-7.
- ___ (iii) Alternate II (Mar 2004) of 52.219-7.
- _x_ (16) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)).
- ___ (17)(i) 52.219-9, Small Business Subcontracting Plan (Oct 2014) (15 U.S.C. 637(d)(4)).
- ___ (ii) Alternate I (Oct 2001) of 52.219-9.
- ___ (iii) Alternate II (Oct 2001) of 52.219-9.
- ___ (iv) Alternate III (Oct 2014) of 52.219-9.
- ___ (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011)(15 U.S.C. 644(r)).
- ___ (19) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).
- ___ (20) 52.219-16, Liquidated Damages-Subcon-tracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ___ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657 f).
- _X_ (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).
- ___ (23) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) (15 U.S.C. 637(m)).
- ___ (24) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Jul 2013) (15 U.S.C. 637(m)).
- _X_ (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- _X_ (26) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Jan 2014) (E.O. 13126).
- _X_ (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- _X_ (28) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).
- ___ (29) 52.222-35, Equal Opportunity for Veterans (Jul 2014)(38 U.S.C. 4212).
- _X_ (30) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
- ___ (31) 52.222-37, Employment Reports on Veterans (Jul 2014) (38 U.S.C. 4212).
- _x_ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- _X_ (33)(i) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- ___ (ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

- ___ (34) 52.222-54, Employment Eligibility Verification (Aug 2013). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- ___ (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ___ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ___ (36)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).
- ___ (ii) Alternate I (Jun 2014) of 52.223-13.
- ___ (37)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).
- ___ (ii) Alternate I (Jun 2014) of 52.223-14.
- ___ (38) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
- ___ (39)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (Jun 2014) (E.O.s 13423 and 13514).
- ___ (ii) Alternate I (Jun 2014) of 52.223-16.
- _X_ (40) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).
- _X_ (41) 52.225-1, Buy American-Supplies (May 2014) (41 U.S.C. chapter 83).
- ___ (42)(i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- ___ (ii) Alternate I (May 2014) of 52.225-3.
- ___ (iii) Alternate II (May 2014) of 52.225-3.
- ___ (iv) Alternate III (May 2014) of 52.225-3.
- _x_ (43) 52.225-5, Trade Agreements (Nov 2013) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- _X_ (44) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ___ (45) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- ___ (46) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- ___ (47) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- ___ (48) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- ___ (49) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- _X_ (50) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (Jul 2013) (31 U.S.C. 3332).
- ___ (51) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).
- ___ (52) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).
- ___ (53) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- ___ (54)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006)

(46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

___ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

X (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014)(E.O. 13495).

X (2) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).

X (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

x (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

X (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

___ (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

___ (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).

X (8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2014)(E.O. 13658).

___ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792).

___ (10) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

- (i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (41 U.S.C. 3509).
- (ii) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (iii) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.
- (iv) 52.222-21, Prohibition of Segregated Facilities (Apr 2015)
- (v) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).
- (vi) 52.222-35, Equal Opportunity for Veterans (Jul 2014) (38 U.S.C. 4212).
- (vii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
- (viii) 52.222-37, Employment Reports on Veterans (Jul 2014) (38 U.S.C. 4212)
- (ix) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
- (x) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).
- (xi)
 - X (A) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).
 - ___ (B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- (xii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).
- (xiii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).
- (xiv) 52.222-54, Employment Eligibility Verification (Aug 2013).
- (xv) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2014) (Executive Order 13658).
- (xvi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- (xvii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
- (xviii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
- (2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

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 the period of performance.

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 10 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 10 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

I.5 52.219-11 SPECIAL 8(A) CONTRACT CONDITIONS (FEB 1990)

The Small Business Administration (SBA) agrees to the following:

- (a) To furnish the supplies or services set forth in this contract according to the specifications and the terms and conditions hereof by subcontracting with an eligible concern pursuant to the provisions of section 8(a) of the Small Business Act, as amended (15 U.S.C. 637(a)).
- (b) That in the event SBA does not award a subcontract for all or a part of the work hereunder, this contract may be terminated either in whole or in part without cost to either party.
- (c) Except for novation agreements and advance payments, delegates to the Nuclear Regulatory Commission the responsibility for administering the subcontract to be awarded hereunder with complete authority to take any action on behalf of the Government under the terms and conditions of the subcontract; provided, however, that the Nuclear Regulatory Commission shall give advance notice to the SBA before it issues a final notice terminating the right of a subcontractor to proceed with further performance, either in whole or in part, under the subcontract for default or for the convenience of the Government.
- (d) That payments to be made under any subcontract awarded under this contract will be made directly to the subcontractor by the Nuclear Regulatory Commission.
- (e) That the subcontractor awarded a subcontract hereunder shall have the right of appeal from decisions of the Contracting Officer cognizable under the "Disputes" clause of said subcontract.
- (f) To notify the Nuclear Regulatory Commission Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.

I.6 52.219-17 SECTION 8(a) AWARD (DEC 1996)

- (a) By execution of a contract, the Small Business Administration (SBA) agrees to the following:
 - (1) To furnish the supplies or services set forth in the contract according to the specifications and the terms and conditions by subcontracting with the Offeror who has been determined an eligible concern pursuant to the provisions of section 8(a) of the Small Business Act, as amended (15 U.S.C. 637(a)).
 - (2) Except for novation agreements and advance payments, delegates to the Nuclear Regulatory Commission the responsibility for administering the contract with complete authority

to take any action on behalf of the Government under the terms and conditions of the contract; provided, however that the contracting agency shall give advance notice to the SBA before it issues a final notice terminating the right of the subcontractor to proceed with further performance, either in whole or in part, under the contract.

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

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

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

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

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

I.7 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR.

As prescribed in 32.706-1(b), insert the following clause:
Availability of Funds for the Next Fiscal Year (Apr 1984)

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

I.8 52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS. (JUN 2013)

(a) Except as stated in paragraph (b) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(1) Any such clause is unenforceable against the Government.

(2) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

- (3) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.
- (b) Paragraph (a) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

I.9 52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS. (DEC 2013)

- (a) Upon receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract, to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract, after receipt of a proper invoice and all other required documentation from the small business subcontractor.
- (b) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.
- (c) Include the substance of this clause, including this paragraph (c), in all subcontracts with small business concerns, including subcontracts with small business concerns for the acquisition of commercial items.

I.10 52.252-2 CLAUSES INCORPORATED BY REFERENCE. (FEB 1998)

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

52.223-6 DRUG-FREE WORKPLACE. (MAY 2001)

52.232-18 AVAILABILITY OF FUNDS. (APR 1984)

52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS ALTERNATE I (MAY 2014)

52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (JAN 2009)

INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

SECTION J - List of Documents, Exhibits and Other Attachments

- 1. BILLING INSTRUCTIONS FOR FIXED-PRICE TYPE CONTRACTS (JAN 2015)**
- 2. BILLING INSTRUCTIONS FOR TIME-AND-MATERIALS/LABOR-HOUR TYPE CONTRACTS (JAN 2015)**
- 3. NRC FORM 187 CONTRACT SECURITY AND/OR CLASSIFICATION REQUIREMENTS**
- 4. WAGE DETERMINATIONS FOR THE DISTRICT OF COLUMBIA, MARYLAND, AND VIRGINIA**

J.1 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.

J.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:

Labor	Hours	Burdened		Cumulative
<u>Category</u>	<u>Billed</u>	<u>Hourly Rate</u>	<u>Total</u>	<u>Hours Billed</u>

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

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

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

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

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

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

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

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

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

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

r. **Grand Totals.**

3. Sample Invoice/Voucher Information

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

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

<u>Cumulative</u>		<u>Amount Billed</u>	
(a) <u>Direct Costs</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	\$1,000	320
			\$4,800	1,760 hrs.

Burdened labor rates must come directly from the contract.

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

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

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

10 Radon tubes @ \$110.00	= \$1,100
6 Pairs Electrostatic gloves @ \$150.00	= \$ 900
	<u>\$2,000</u>

- 4) Materials Handling Fee - \$40

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

- 5) Consultants' Fee - \$100

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

- 6) Travel - \$2,640

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

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

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

- 7) Subcontracting - \$30,000

Company A	= \$10,000
Company B	= <u>\$20,000</u>
	<u>\$30,000</u>

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

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

4. Definitions

Material handling costs. When included as part of material costs, material handling costs shall include only costs clearly excluded from the labor-hour rate. Material handling costs may include all appropriate indirect costs allocated to direct materials in accordance with the contractor's usual accounting procedures.



CONTRACT SECURITY AND/OR CLASSIFICATION REQUIREMENTS

1. Type of Submission <div style="border: 1px solid black; height: 20px; margin-top: 5px;">New</div>		3. Contractor Company Full Name and Complete Address (Prime Contractor) 3Links Technologies, Inc. 8701 Georgia Avenue, Suite 705 Silver Spring, MD 20910	
2. Type of Contract <div style="border: 1px solid black; height: 20px; margin-top: 5px;">Commercial - Small Business</div>			
4. Contract Number, IAA Number, or Job Code for DOE Projects <div style="border: 1px solid black; height: 20px; margin-top: 5px;">NRC-HQ-XX-C-XX-XXXX</div>		5. Contract Start Date <div style="border: 1px solid black; height: 20px; margin-top: 5px;">01/01/2016</div>	6. Contract End Date <div style="border: 1px solid black; height: 20px; margin-top: 5px;">12/31/2020</div>
7. Is this contract a follow-on contract? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		If Yes, provide previous Contract Number, IAA Number, or Job Code <div style="border: 1px solid black; height: 20px; margin-top: 5px;">NRC-HQ-11-C-10-0043</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-between; margin-top: 5px;"><div style="border: 1px solid black; padding: 2px 10px;">Confidential</div><div style="border: 1px solid black; padding: 2px 10px;">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%;"><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%;"><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%;"><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%;"><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 checked="" type="checkbox"/> Yes <input 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%;"><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%;"><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%;"><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%;"><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?

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).

☐ Yes ☒ No

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

David Meyer/ Sandra Schoenmann

Signature

Date

5/28/15

B. Typed or Printed Name of Director, Division of Facilities and Security

Timothy Pulliam

Signature

Date

9/10/15

C. Typed or Printed Name of Deputy Director, Operations, Acquisitions Management Division

James Corbett

Lataja Cooper, Contract Specialist

Signature

Date

12/9/2015

REMARKS

Wage Determination Rev No. 16.txt
 WD 05-2103 (Rev.-16) was first posted on www.wdol.gov on 07/14/2015

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

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

Daniel W. Simms Division of
 Director Wage Determinations

Wage Determination No.: 2005-2103
 Revision No.: 16
 Date Of Revision: 07/08/2015

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Service Contract Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

States: District of Columbia, Maryland, Virginia

Area: District of Columbia Statewide
 Maryland Counties of Calvert, Charles, Frederick, Montgomery, Prince George's, St Mary's
 Virginia Counties of Alexandria, Arlington, Fairfax, Falls Church, Fauquier, King George, Loudoun, Prince William, Stafford

Fringe Benefits Required Follow the Occupational Listing

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

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01420 - Survey Worker	20.03
01531 - Travel Clerk I	13.29
01532 - Travel Clerk II	14.36
01533 - Travel Clerk III	15.49
01611 - Word Processor I	15.63
01612 - Word Processor II	17.67
01613 - Word Processor III	19.95
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	25.26
05010 - Automotive Electrician	23.51
05040 - Automotive Glass Installer	22.15
05070 - Automotive Worker	22.15
05110 - Mobile Equipment Servicer	19.04
05130 - Motor Equipment Metal Mechanic	24.78
05160 - Motor Equipment Metal Worker	22.15
05190 - Motor Vehicle Mechanic	24.78
05220 - Motor Vehicle Mechanic Helper	18.49
05250 - Motor Vehicle Upholstery Worker	21.63
05280 - Motor Vehicle Wrecker	22.15
05310 - Painter, Automotive	23.51
05340 - Radiator Repair Specialist	22.15
05370 - Tire Repairer	14.44
05400 - Transmission Repair Specialist	24.78
07000 - Food Preparation And Service Occupations	
07010 - Baker	13.85
07041 - Cook I	12.55
07042 - Cook II	14.60
07070 - Dishwasher	10.11
07130 - Food Service Worker	10.66
07210 - Meat Cutter	18.08
07260 - Waiter/Waitress	9.70
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	19.86
09040 - Furniture Handler	14.06
09080 - Furniture Refinisher	20.23
09090 - Furniture Refinisher Helper	15.52
09110 - Furniture Repairer, Minor	17.94
09130 - Upholsterer	19.86
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	10.54
11060 - Elevator Operator	10.54
11090 - Gardener	17.52
11122 - Housekeeping Aide	11.83
11150 - Janitor	11.83
11210 - Laborer, Grounds Maintenance	13.07
11240 - Maid or Houseman	11.26
11260 - Pruner	11.58
11270 - Tractor Operator	16.04
11330 - Trail Maintenance Worker	13.07
11360 - Window Cleaner	12.85
12000 - Health Occupations	
12010 - Ambulance Driver	20.41
12011 - Breath Alcohol Technician	20.27
12012 - Certified Occupational Therapist Assistant	23.11
12015 - Certified Physical Therapist Assistant	21.43
12020 - Dental Assistant	17.18
12025 - Dental Hygienist	44.75
12030 - EKG Technician	27.67
12035 - Electroneurodiagnostic Technologist	27.67
12040 - Emergency Medical Technician	20.41
12071 - Licensed Practical Nurse I	19.07
12072 - Licensed Practical Nurse II	21.35
12073 - Licensed Practical Nurse III	24.13

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12100 - Medical Assistant	15.01
12130 - Medical Laboratory Technician	18.04
12160 - Medical Record Clerk	17.42
12190 - Medical Record Technician	19.50
12195 - Medical Transcriptionist	18.77
12210 - Nuclear Medicine Technologist	37.60
12221 - Nursing Assistant I	10.80
12222 - Nursing Assistant II	12.14
12223 - Nursing Assistant III	13.98
12224 - Nursing Assistant IV	15.69
12235 - Optical Dispenser	20.17
12236 - Optical Technician	15.80
12250 - Pharmacy Technician	18.12
12280 - Phlebotomist	15.69
12305 - Radiologic Technologist	31.11
12311 - Registered Nurse I	27.64
12312 - Registered Nurse II	33.44
12313 - Registered Nurse II, Specialist	33.44
12314 - Registered Nurse III	40.13
12315 - Registered Nurse III, Anesthetist	40.13
12316 - Registered Nurse IV	48.10
12317 - Scheduler (Drug and Alcohol Testing)	21.73
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19.86
13012 - Exhibits Specialist II	24.61
13013 - Exhibits Specialist III	30.09
13041 - Illustrator I	20.48
13042 - Illustrator II	25.38
13043 - Illustrator III	31.03
13047 - Librarian	33.88
13050 - Library Aide/Clerk	14.21
13054 - Library Information Technology Systems Administrator	30.60
13058 - Library Technician	19.89
13061 - Media Specialist I	18.73
13062 - Media Specialist II	20.95
13063 - Media Specialist III	23.36
13071 - Photographer I	16.65
13072 - Photographer II	18.90
13073 - Photographer III	23.67
13074 - Photographer IV	28.65
13075 - Photographer V	33.76
13110 - Video Teleconference Technician	20.39
14000 - Information Technology Occupations	
14041 - Computer Operator I	18.92
14042 - Computer Operator II	21.18
14043 - Computer Operator III	23.60
14044 - Computer Operator IV	26.22
14045 - Computer Operator V	29.05
14071 - Computer Programmer I	(see 1) 26.36
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	18.92
14160 - Personal Computer Support Technician	26.22
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	36.47
15020 - Aircrew Training Devices Instructor (Rated)	44.06
15030 - Air Crew Training Devices Instructor (Pilot)	52.81
15050 - Computer Based Training Specialist / Instructor	36.47

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15060 - Educational Technologist	35.31
15070 - Flight Instructor (Pilot)	52.81
15080 - Graphic Artist	26.80
15090 - Technical Instructor	25.08
15095 - Technical Instructor/Course Developer	30.67
15110 - Test Proctor	20.20
15120 - Tutor	20.20
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	9.88
16030 - Counter Attendant	9.88
16040 - Dry Cleaner	12.94
16070 - Finisher, Flatwork, Machine	9.88
16090 - Presser, Hand	9.88
16110 - Presser, Machine, Drycleaning	9.88
16130 - Presser, Machine, Shirts	9.88
16160 - Presser, Machine, Wearing Apparel, Laundry	9.88
16190 - Sewing Machine Operator	13.78
16220 - Tailor	14.66
16250 - Washer, Machine	10.88
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	21.14
19040 - Tool And Die Maker	23.38
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	18.02
21030 - Material Coordinator	22.03
21040 - Material Expediter	22.03
21050 - Material Handling Laborer	13.83
21071 - Order Filler	15.09
21080 - Production Line Worker (Food Processing)	18.02
21110 - Shipping Packer	15.09
21130 - Shipping/Receiving Clerk	15.09
21140 - Store Worker I	11.72
21150 - Stock Clerk	16.86
21210 - Tools And Parts Attendant	18.02
21410 - Warehouse Specialist	18.02
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	27.21
23021 - Aircraft Mechanic I	25.83
23022 - Aircraft Mechanic II	27.21
23023 - Aircraft Mechanic III	28.53
23040 - Aircraft Mechanic Helper	17.54
23050 - Aircraft, Painter	24.73
23060 - Aircraft Servicer	19.76
23080 - Aircraft Worker	21.01
23110 - Appliance Mechanic	21.75
23120 - Bicycle Repairer	14.43
23125 - Cable Splicer	26.02
23130 - Carpenter, Maintenance	21.40
23140 - Carpet Layer	20.49
23160 - Electrician, Maintenance	27.98
23181 - Electronics Technician Maintenance I	24.94
23182 - Electronics Technician Maintenance II	26.47
23183 - Electronics Technician Maintenance III	27.89
23260 - Fabric Worker	19.13
23290 - Fire Alarm System Mechanic	22.91
23310 - Fire Extinguisher Repairer	17.62
23311 - Fuel Distribution System Mechanic	22.81
23312 - Fuel Distribution System Operator	19.38
23370 - General Maintenance Worker	21.43
23380 - Ground Support Equipment Mechanic	25.83
23381 - Ground Support Equipment Servicer	19.76
23382 - Ground Support Equipment Worker	21.01
23391 - Gunsmith I	17.62

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23392 - Gunsmith II	20.49
23393 - Gunsmith III	22.91
23410 - Heating, Ventilation And Air-Conditioning Mechanic	23.89
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	25.17
23430 - Heavy Equipment Mechanic	22.91
23440 - Heavy Equipment Operator	22.91
23460 - Instrument Mechanic	22.59
23465 - Laboratory/Shelter Mechanic	21.75
23470 - Laborer	14.98
23510 - Locksmith	21.90
23530 - Machinery Maintenance Mechanic	23.12
23550 - Machinist, Maintenance	22.91
23580 - Maintenance Trades Helper	18.27
23591 - Metrology Technician I	22.59
23592 - Metrology Technician II	23.80
23593 - Metrology Technician III	24.96
23640 - Millwright	28.19
23710 - Office Appliance Repairer	22.96
23760 - Painter, Maintenance	21.75
23790 - Pipefitter, Maintenance	24.63
23810 - Plumber, Maintenance	22.29
23820 - Pneudraulic Systems Mechanic	22.91
23850 - Rigger	22.91
23870 - Scale Mechanic	20.49
23890 - Sheet-Metal Worker, Maintenance	22.91
23910 - Small Engine Mechanic	20.49
23931 - Telecommunications Mechanic I	29.95
23932 - Telecommunications Mechanic II	31.55
23950 - Telephone Lineman	27.41
23960 - Welder, Combination, Maintenance	22.91
23965 - Well Driller	22.91
23970 - Woodcraft Worker	22.91
23980 - Woodworker	17.62
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	12.79
24580 - Child Care Center Clerk	17.77
24610 - Chore Aide	10.57
24620 - Family Readiness And Support Services Coordinator	16.90
24630 - Homemaker	18.43
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	27.30
25040 - Sewage Plant Operator	20.84
25070 - Stationary Engineer	27.30
25190 - Ventilation Equipment Tender	19.49
25210 - Water Treatment Plant Operator	20.84
27000 - Protective Service Occupations	
27004 - Alarm Monitor	20.57
27007 - Baggage Inspector	12.71
27008 - Corrections Officer	22.80
27010 - Court Security Officer	24.72
27030 - Detection Dog Handler	20.57
27040 - Detention Officer	22.80
27070 - Firefighter	24.63
27101 - Guard I	12.71
27102 - Guard II	20.57
27131 - Police Officer I	26.52
27132 - Police Officer II	29.67
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.59
28042 - Carnival Equipment Repairer	14.63

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28043 - Carnival Equipment Worker	9.24
28210 - Gate Attendant/Gate Tender	13.01
28310 - Lifeguard	11.59
28350 - Park Attendant (Aide)	14.56
28510 - Recreation Aide/Health Facility Attendant	10.62
28515 - Recreation Specialist	18.04
28630 - Sports Official	11.59
28690 - Swimming Pool Operator	18.21
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	23.13
29020 - Hatch Tender	23.13
29030 - Line Handler	23.13
29041 - Stevedore I	21.31
29042 - Stevedore II	24.24
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	39.92
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	26.84
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	29.56
30021 - Archeological Technician I	20.19
30022 - Archeological Technician II	22.60
30023 - Archeological Technician III	27.98
30030 - Cartographic Technician	27.98
30040 - Civil Engineering Technician	26.41
30061 - Drafter/CAD Operator I	20.19
30062 - Drafter/CAD Operator II	22.60
30063 - Drafter/CAD Operator III	25.19
30064 - Drafter/CAD Operator IV	31.00
30081 - Engineering Technician I	22.92
30082 - Engineering Technician II	25.72
30083 - Engineering Technician III	28.79
30084 - Engineering Technician IV	35.64
30085 - Engineering Technician V	43.61
30086 - Engineering Technician VI	52.76
30090 - Environmental Technician	27.41
30210 - Laboratory Technician	23.38
30240 - Mathematical Technician	28.94
30361 - Paralegal/Legal Assistant I	21.36
30362 - Paralegal/Legal Assistant II	26.47
30363 - Paralegal/Legal Assistant III	32.36
30364 - Paralegal/Legal Assistant IV	39.16
30390 - Photo-Optics Technician	27.98
30461 - Technical Writer I	21.93
30462 - Technical Writer II	26.84
30463 - Technical Writer III	32.47
30491 - Unexploded Ordnance (UXO) Technician I	24.74
30492 - Unexploded Ordnance (UXO) Technician II	29.93
30493 - Unexploded Ordnance (UXO) Technician III	35.88
30494 - Unexploded (UXO) Safety Escort	24.74
30495 - Unexploded (UXO) Sweep Personnel	24.74
30620 - Weather Observer, Combined Upper Air Or (see 2)	25.19
Surface Programs	
30621 - Weather Observer, Senior (see 2)	27.98
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	14.32
31030 - Bus Driver	20.85
31043 - Driver Courier	13.98
31260 - Parking and Lot Attendant	10.07
31290 - Shuttle Bus Driver	15.66
31310 - Taxi Driver	13.98
31361 - Truckdriver, Light	15.66
31362 - Truckdriver, Medium	17.90
31363 - Truckdriver, Heavy	19.18
31364 - Truckdriver, Tractor-Trailer	19.18

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99000 - Miscellaneous Occupations	
99030 - Cashier	10.03
99050 - Desk Clerk	11.58
99095 - Embalmer	23.05
99251 - Laboratory Animal Caretaker I	11.30
99252 - Laboratory Animal Caretaker II	12.35
99310 - Mortician	31.73
99410 - Pest Controller	17.69
99510 - Photofinishing Worker	13.20
99710 - Recycling Laborer	18.50
99711 - Recycling Specialist	22.71
99730 - Refuse Collector	16.40
99810 - Sales Clerk	12.09
99820 - School Crossing Guard	13.43
99830 - Survey Party Chief	21.94
99831 - Surveying Aide	13.63
99832 - Surveying Technician	20.85
99840 - Vending Machine Attendant	14.43
99841 - Vending Machine Repairer	18.73
99842 - Vending Machine Repairer Helper	14.43

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

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

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

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

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

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

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

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

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

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

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

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

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

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

** UNIFORM ALLOWANCE **

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

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining

agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

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

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

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

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