

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <b>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</b>				1. REQUISITION NUMBER ADM-16-0040		PAGE OF 1 78													
2. CONTRACT NO. NRC-HQ-40-16-C-0006			3. AWARD/ EFFECTIVE DATE 04/06/2016		4. ORDER NUMBER		5. SOLICITATION NUMBER NRC-HQ-40-16-R-0008												
6. SOLICITATION ISSUE DATE 02/03/2016																			
7. FOR SOLICITATION INFORMATION CALL:		a. NAME ARACELIS PEREZ-ORTIZ			b. TELEPHONE NUMBER (No collect calls)		8. OFFER DUE DATE/LOCAL TIME ET												
9. ISSUED BY US NRC - HQ ACQUISITION MANAGEMENT DIVISION MAIL STOP TWFN-5E03 ATTN ARACELIS PEREZ-ORTIZ WASHINGTON DC 20555-0001				10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: % FOR:  <input type="checkbox"/> SMALL BUSINESS WOMEN-OWNED SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> EDWOSB SMALL BUSINESS PROGRAM NAICS: 561210 <input checked="" type="checkbox"/> 8(A) SIZE STANDARD: \$38.5															
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS 30		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING													
15. DELIVER TO US NUCLEAR REGULATORY COMMISSION-WAREHOUSE 4934 BOILING BROOK PARKWAY ROCKVILLE MD 20852				16. ADMINISTERED BY US NRC - HQ ACQUISITION MANAGEMENT DIVISION MAIL STOP TWFN-5E03 WASHINGTON DC 20555-0001															
17a. CONTRACTOR/OFFEROR PROVEN MANAGEMENT LLC 6404 IVY LANE STE 807 GREENBELT MD 20770-1408		17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18a. PAYMENT WILL BE MADE BY US NUCLEAR REGULATORY COMMISSION TWO WHITE FLINT NORTH 11545 ROCKVILLE PIKE MAILSTOP T9-B07 ROCKVILLE MD 20852-2738		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM													
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th>19. ITEM NO.</th> <th>20. SCHEDULE OF SUPPLIES/SERVICES</th> <th>21. QUANTITY</th> <th>22. UNIT</th> <th>23. UNIT PRICE</th> <th>24. AMOUNT</th> </tr> </thead> <tbody> <tr> <td></td> <td>           SBA Requirement No.: 0353/16/600815             The U.S. Nuclear Regulatory Commission (NRC) hereby issues Contract No. NRC-HQ-40-16-C-0006 entitled "Labor Services/Administrative and Equipment Moving Support Services" to PROVEN Management, LLC. The contractor shall provide the services requested in the attached Statement of Work (SOW).             (Use Reverse and/or Attach Additional Sheets as Necessary)         </td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>								19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT		SBA Requirement No.: 0353/16/600815  The U.S. Nuclear Regulatory Commission (NRC) hereby issues Contract No. NRC-HQ-40-16-C-0006 entitled "Labor Services/Administrative and Equipment Moving Support Services" to PROVEN Management, LLC. The contractor shall provide the services requested in the attached Statement of Work (SOW).  (Use Reverse and/or Attach Additional Sheets as Necessary)				
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25. ACCOUNTING AND APPROPRIATION DATA 2016-X0200-FEEBASED-40-40D001-51-F-127-1110-252A						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$3,091,962.69													
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED. <input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.																			
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 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.				<input type="checkbox"/> 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 <i>Denita R. Conway</i>				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) <i>Monique B. Williams</i>															
30b. NAME AND TITLE OF SIGNER (Type or print) Denita R. Conway		30c. DATE SIGNED 04/06/16		31b. NAME OF CONTRACTING OFFICER (Type or print) MONIQUE B. WILLIAMS		31c. DATE SIGNED 04/06/2016													

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<p>This is a hybrid contract (Firm-Fixed Price and Time and Materials).</p> <p>Base and Exercised Options: \$610,546.79            Base and All Options: \$3,091,962.69            Total Obligated Amount: \$474,100.39            Period of Performance: 04/06/2016 - 04/30/2017</p> <p>NRC COR: Charles McCray            E-mail: Charles.McCray@nrc.gov; Phone: 301-415-8348</p> <p>NRC Alternate COR: Thomas Johnston            Email: Thomas.Johnston@nrc.gov; Phone: 301-492-3725</p> <p>Vendor POC: Denita R. Conway, President and CEO            E-mail: denita.conway@provenmngmt.com ; Phone: 301-345-1070</p>				

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		41c. DATE	42b. RECEIVED AT (Location)	
			42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS

<b>SECTION B - Supplies or Services/Prices</b>	<b>4</b>
<b>B.1 NRCB010 BRIEF PROJECT TITLE AND WORK DESCRIPTION</b>	<b>4</b>
<b>B.2 NRCB080 CONSIDERATION AND OBLIGATION-FIRM-FIXED-PRICE</b>	<b>4</b>
<b>B.3 NRCB060 CONSIDERATION AND OBLIGATION-DELIVERY ORDERS</b>	<b>4</b>
<b>B.4 PRICE/COST SCHEDULE</b>	<b>5</b>
<b>SECTION C - Description/Specifications</b>	<b>10</b>
<b>SECTION D – Contract Clauses</b>	<b>25</b>
<b>D.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE. (FEB 1998)</b>	<b>25</b>
<b>D.2 52.212-4 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS. (MAY 2015)</b>	<b>25</b>
<b>- ALTERNATE I (MAY 2014)</b>	<b>25</b>
<b>D.3 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT</b>	
<b>STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS. (FEB 2016)</b>	<b>38</b>
<b>D.4 52.216-18 ORDERING. (OCT 1995)</b>	<b>45</b>
<b>D.5 52.216-19 ORDER LIMITATIONS. (OCT 1995)</b>	<b>46</b>
<b>D.6 52.217-8 OPTION TO EXTEND SERVICES. (NOV 1999)</b>	<b>46</b>
<b>D.7 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT. (MAR 2000)</b>	<b>46</b>
<b>D.8 52.219-17 SECTION 8(A) AWARD. (DEC 1996)</b>	<b>47</b>
<b>D.9 2052.222-70 NONDISCRIMINATION BECAUSE OF AGE. (JAN 1993)</b>	<b>47</b>
<b>D.10 NRCD010 PACKAGING AND MARKING</b>	<b>48</b>
<b>D.11 NRCF030B PERIOD OF PERFORMANCE ALTERNATE</b>	<b>48</b>
<b>D.12 CONTRACTING OFFICER'S REPRESENTATIVE AUTHORITY</b>	<b>48</b>
<b>D.13 NRCG030 ELECTRONIC PAYMENT (SEP 2014)</b>	<b>49</b>
<b>D.14 2052.204-71 SITE ACCESS BADGE REQUIREMENTS. (JAN 1993)</b>	<b>49</b>
<b>D.15 2052.215-70 KEY PERSONNEL. (JAN 1993)</b>	<b>50</b>
<b>D.16 NRCH480 USE OF AUTOMATED CLEARING HOUSE (ACH) ELECTRONIC</b>	
<b>PAYMENT/REMITTANCE ADDRESS</b>	<b>50</b>
<b>D.17 NRCH470 GREEN PURCHASING (SEP 2015)</b>	<b>51</b>
<b>D.18 NRCH420 AUTHORITY TO USE GOVERNMENT PROVIDED SPACE AT NRC</b>	
<b>HEADQUARTERS (SEP 2013)</b>	<b>51</b>
<b>D.19 NRCH390 NRC INFORMATION TECHNOLOGY SECURITY</b>	<b>51</b>
<b>D.20 NRCH370 SAFETY OF ON-SITE CONTRACTOR PERSONNEL</b>	<b>52</b>
<b>D.21 NRCH330 RULES OF BEHAVIOR FOR AUTHORIZED COMPUTER USE</b>	<b>52</b>
<b>D.22 NRCH320 COMPENSATION FOR ON-SITE CONTRACTOR PERSONNEL</b>	<b>53</b>
<b>D.23 NRCH310 ANNUAL AND FINAL CONTRACTOR PERFORMANCE EVALUATIONS</b>	<b>54</b>
<b>D.24 NRCH070 GOVERNMENT FURNISHED EQUIPMENT/PROPERTY</b>	<b>54</b>
<b>D.25 NRCH030 SECURITY REQUIREMENTS FOR INFORMATION TECHNOLOGY LEVEL I</b>	
<b>OR LEVEL II ACCESS APPROVAL (SEP 2013)</b>	<b>56</b>
<b>D.26 NRCH020 SECURITY REQUIREMENTS FOR BUILDING ACCESS APPROVAL</b>	
<b>(SEP 2013)</b>	<b>60</b>
<b>D.27 NRCH010 DETERMINATION OF MINIMUM WAGES AND FRINGE BENEFITS -</b>	
<b>SERVICE CONTRACT ACT</b>	<b>61</b>
<b>D.28 NRCG20 REGISTRATION IN FEDCONNECT® (JULY 2014)</b>	<b>61</b>
<b>D.29 2052.204-70 SECURITY (OCT 1999)</b>	<b>62</b>
<b>D.30 DRUG FREE WORKPLACE TESTING: UNESCORTED ACCESS TO NUCLEAR</b>	
<b>FACILITIES, ACCESS TO CLASSIFIED INFORMATION OR SAFEGUARDS INFORMATION,</b>	
<b>OR PERFORMING IN SPECIALLY SENSITIVE POSITIONS (AUG 2011)</b>	<b>64</b>
<b>D.31 52.237-3 CONTINUITY OF SERVICES (JAN 1991)</b>	<b>64</b>
<b>SECTION E - List of Documents, Exhibits and Other Attachments</b>	<b>66</b>

## SECTION B - Supplies or Services/Prices

### B.1 NRCB010 BRIEF PROJECT TITLE AND WORK DESCRIPTION

(a) The title of this project is: *Labor Services/Administrative and Equipment Moving Support Services*

(b) Summary work description: The contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items and non-personal services necessary to perform labor and administrative services in support of warehouse functions as defined in this Statement of Work (SOW), except for those items specified as Government-furnished property and services. The contractor shall perform to the standards in this contract.

### B.2 NRCB080 CONSIDERATION AND OBLIGATION-FIRM-FIXED-PRICE

The total amount of the Firm-Fixed-Price portion of this contract is **\$474,100.39**, and this amount is fully funded.

### B.3 NRCB060 CONSIDERATION AND OBLIGATION-DELIVERY ORDERS

(a) The ceiling of this order for the supplies is **\$136,446.40**.

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

(c) The amount presently obligated with respect to this order is **\$0.00**. The obligated amount shall, at no time, exceed the order ceiling as specified in paragraph (a) above. When and if the amount(s) paid and payable to the Contractor hereunder shall equal the obligated amount, the Contractor shall not be obligated to continue performance of the work unless and until the Contracting Officer shall increase the amount obligated with respect to this order, in accordance with FAR Part 43 - Contract Modifications. Any work undertaken by the Contractor in excess of the obligated amount specified above is done so at the Contractor's sole risk and may not be reimbursed by the Government.

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

**B.4 PRICE/COST SCHEDULE**

Base Period (13 months) April 6, 2016, through April 30, 2017					
FIRM-FIXED PRICE LINE ITEMS					
CLIN	DESCRIPTION	QUANTITY	UNIT	RATE	TOTAL
0001a	Phase In/Phase Out Services – April 1-30, 2016 (Refer to C.14)	1	Month		\$
0001b	Warehouse Services - May 1, 2016, April 30, 2017 (Refer to C.5.1)	12	Month		\$
CLIN 0001 Total Price					\$ 474,100.39
TIME AND MATERIALS LINE ITEMS (AS NEEDED BASIS)					
CLIN	DESCRIPTION	EST. QUANTITY	UNIT	UNIT RATE	TOTAL
0002a	Material Handler Laborer- Regular Time	2,000	Hour	\$	
0002b	Truck Driver (Medium) - Regular Time	190	Hour	\$	
0002c	Tractor Trailer Driver/ Truck driver Heavy – Regular Time	170	Hour	\$	
0002d	Library File Packer – Regular Time	100	Hour	\$	
0002e	Administrative Support Assistant – Regular Time	40	Hour	\$	
CLIN 0002 Total Estimated Price					\$ 80,749.10
0003a	Project Manager – Overtime	120	Hour	\$	
0003b	Working Foreman – Overtime	120	Hour	\$	
0003c	Warehouse Specialist - Overtime	120	Hour	\$	
0003d	Truck Driver (Medium) - Overtime	120	Hour	\$	
0003e	Material Handler Laborer - Overtime	200	Hour	\$	
0003f	Library File Packer - Overtime	50	Hour	\$	
0003g	Administrative Support Assistant – Overtime	110	Hour	\$	
CLIN 0003 Total Estimated Price					\$ 38,556.50
0004a	Box Truck w/ Lift Gate - Hourly Rental	160	Hour	\$	
0004b	Tractor Trailer Truck – Hourly Rental	160	Hour	\$	
0004c	Trailer (Empty) – Daily Rental	50	Day	\$	
0004d	Trailer (Empty) – Monthly Rental	12	Month	\$	
0004e	Box Truck w/ Lift Gate - Daily Rental	0	Day	\$	
0004f	Box Truck w/ Lift Gate - Weekly Rental	0	Week	\$	
CLIN 0004 Total Estimated Price					\$ 17,140.80
TOTAL BASE YEAR CEILING					\$610,546.79

OPTION PERIOD ONE (12 months) May 1, 2017, through April 30, 2018)					
FIRM-FIXED PRICE LINE ITEMS					
CLIN	DESCRIPTION	QUANTITY	UNIT	RATE	TOTAL
1001	Warehouse Services (Refer to C.5.1)	12	Month	\$ [REDACTED]	\$ 470,400.00
CLIN 1001 Total Price					\$ 470,400.00
TIME AND MATERIALS LINE ITEMS (AS NEEDED BASIS)					
CLIN	DESCRIPTION	EST. QUANTITY	UNIT	UNIT RATE	TOTAL
1002a	Material Handler Laborer- Regular Time	3,000	Hour	\$ [REDACTED]	
1002b	Truck Driver (Medium) - Regular Time	190	Hour	\$ [REDACTED]	
1002c	Tractor Trailer Driver/Truck Driver Heavy – Regular Time	170	Hour	\$ [REDACTED]	
1002d	Library File Packer – Regular Time	100	Hour	\$ [REDACTED]	
1002e	Administrative Support Assistant – Regular Time	40	Hour	\$ [REDACTED]	
CLIN 1002 Total Estimated Price					\$ 111,649.10
1003a	Project Manager – Overtime	120	Hour	\$ [REDACTED]	
1003b	Working Foreman – Overtime	120	Hour	\$ [REDACTED]	
1003c	Warehouse Specialist - Overtime	120	Hour	\$ [REDACTED]	
1003d	Truck Driver (Medium) - Overtime	120	Hour	\$ [REDACTED]	
1003e	Material Handler Laborer - Overtime	200	Hour	\$ [REDACTED]	
1003f	Library File Packer - Overtime	50	Hour	\$ [REDACTED]	
1003g	Administrative Support Assistant – Overtime	110	Hour	\$ [REDACTED]	
CLIN 1003 Total Estimated Price					\$ 38,556.50
1004a	Box Truck w/ Lift Gate - Hourly Rental	160	Hour	\$ [REDACTED]	
1004b	Tractor Trailer Truck – Hourly Rental	160	Hour	\$ [REDACTED]	
1004c	Trailer (Empty) – Daily Rental	50	Day	\$ [REDACTED]	
1004d	Trailer (Empty) – Monthly Rental	12	Month	\$ [REDACTED]	
1004e	Box Truck w/ Lift Gate - Daily Rental	0	Day	\$ [REDACTED]	
1004f	Box Truck w/ Lift Gate - Weekly Rental	0	Weekly	\$ [REDACTED]	
CLIN 1004 Total Estimated Price					\$ 17,140.80
TOTAL OPTION PERIOD ONE CEILING					\$ 637,746.40

OPTION PERIOD TWO (12 months) May 1, 2018, through April 30, 2019					
FIRM-FIXED PRICE LINE ITEMS					
CLIN	DESCRIPTION	QUANTITY	UNIT	RATE	TOTAL
2001	Warehouse Services (Refer to C.5.1)	12	Month	\$ 39,200.00	\$ 470,400.00
CLIN 2001 Total Price					\$ 470,400.00
TIME AND MATERIALS LINE ITEMS (AS NEEDED BASIS)					
CLIN	DESCRIPTION	EST. QUANTITY	UNIT	UNIT RATE	TOTAL
2002a	Material Handler Laborer- Regular Time	3,000	Hour	\$ [REDACTED]	
2002b	Truck Driver (Medium) - Regular Time	150	Hour	\$ [REDACTED]	
2002c	Tractor Trailer Driver/Truck Driver Heavy – Regular Time	120	Hour	\$ [REDACTED]	
2002d	Library File Packer – Regular Time	50	Hour	\$ [REDACTED]	
2002e	Administrative Support Assistant – Regular Time	40	Hour	\$ [REDACTED]	
CLIN 2002 Total Estimated Price					\$ 106,455.00
2003a	Project Manager – Overtime	100	Hour	\$ [REDACTED]	
2003b	Working Foreman – Overtime	100	Hour	\$ [REDACTED]	
2003c	Warehouse Specialist - Overtime	100	Hour	\$ [REDACTED]	
2003d	Truck Driver (Medium) - Overtime	100	Hour	\$ [REDACTED]	
2003e	Material Handler Laborer - Overtime	200	Hour	\$ [REDACTED]	
2003f	Library File Packer - Overtime	50	Hour	\$ [REDACTED]	
2003g	Administrative Support Assistant – Overtime	100	Hour	\$ [REDACTED]	
CLIN 2003 Total Estimated Price					\$ 34,066.00
2004a	Box Truck w/ Lift Gate - Hourly Rental	100	Hour	\$ [REDACTED]	
2004b	Tractor Trailer Truck – Hourly Rental	140	Hour	\$ [REDACTED]	
2004c	Trailer (Empty) – Daily Rental	50	Day	\$ [REDACTED]	
2004d	Trailer (Empty) – Monthly Rental	12	Month	\$ [REDACTED]	
2004e	Box Truck w/ Lift Gate - Daily Rental	0	Day	\$ [REDACTED]	
2004f	Box Truck w/ Lift Gate - Weekly Rental	0	Week	\$ [REDACTED]	
CLIN 2004 Total Estimated Price					\$ 14,970.80
TOTAL OPTION PERIOD TWO CEILING					\$ 625,891.80

OPTION PERIOD THREE (12 months) May 1, 2019, through April 30, 2020					
FIRM-FIXED PRICE LINE ITEMS					
CLIN	DESCRIPTION	QUANTITY	UNIT	RATE	TOTAL
3001	Warehouse Services (Refer to C.5.1)	12	Month	\$ 39,200.00	\$ 470,400.00
CLIN 3001 Total Price					\$ 470,400.00
TIME AND MATERIALS LINE ITEMS (AS NEEDED BASIS)					
CLIN	DESCRIPTION	EST. QUANTITY	UNIT	UNIT RATE	TOTAL
3002a	Material Handler Laborer- Regular Time	3,000	Hour	\$ [REDACTED]	
3002b	Truck Driver (Medium) - Regular Time	150	Hour	\$ [REDACTED]	
3002c	Tractor Trailer Driver/Truck Driver Heavy – Regular Time	120	Hour	\$ [REDACTED]	
3002d	Library File Packer – Regular Time	50	Hour	\$ [REDACTED]	
3002e	Administrative Support Assistant – Regular Time	40	Hour	\$ [REDACTED]	
CLIN 3002 Total Estimated Price					\$ 106,455.00
3003a	Project Manager – Overtime	100	Hour	\$ [REDACTED]	
3003b	Working Foreman – Overtime	100	Hour	\$ [REDACTED]	
3003c	Warehouse Specialist - Overtime	100	Hour	\$ [REDACTED]	
3003d	Truck Driver (Medium) - Overtime	100	Hour	\$ [REDACTED]	
3003e	Material Handler Laborer - Overtime	200	Hour	\$ [REDACTED]	
3003f	Library File Packer - Overtime	50	Hour	\$ [REDACTED]	
3003g	Administrative Support Assistant – Overtime	100	Hour	\$ [REDACTED]	
CLIN 3003 Total Estimated Price					\$ 34,066.00
3004a	Box Truck w/ Lift Gate - Hourly Rental	100	Hour	\$ [REDACTED]	
3004b	Tractor Trailer Truck – Hourly Rental	140	Hour	\$ [REDACTED]	
3004c	Trailer (Empty) – Daily Rental	50	Day	\$ [REDACTED]	
3004d	Trailer (Empty) – Monthly Rental	12	Month	\$ [REDACTED]	
3004e	Box Truck w/ Lift Gate - Daily Rental	0	Day	\$ [REDACTED]	
3004f	Box Truck w/ Lift Gate - Week Rental	0	Week	\$ [REDACTED]	
CLIN 3004 Total Estimated Price					\$ 14,970.80
TOTAL OPTION PERIOD THREE CEILING					\$ 625,891.80

OPTION PERIOD FOUR (11 months) May 1, 2020, through March 31, 2021					
FIRM-FIXED PRICE LINE ITEMS					
CLIN	DESCRIPTION	QUANTITY	UNIT	RATE	TOTAL
4001	Warehouse Services (Refer to C.5.1)	11	Month	\$ 39,200.00	\$ 431,200.00
CLIN 4001 Total Price					\$ 431,200.00
TIME AND MATERIALS LINE ITEMS (AS NEEDED BASIS)					
CLIN	DESCRIPTION	EST. QUANTITY	UNIT	UNIT RATE	TOTAL
4002a	Material Handler Laborer- Regular Time	3,000	Hour	\$ [REDACTED]	
4002b	Truck Driver (Medium) - Regular Time	190	Hour	\$ [REDACTED]	
4002c	Tractor Trailer Driver/Truck Driver Heavy – Regular Time	170	Hour	\$ [REDACTED]	
4002d	Library File Packer – Regular Time	100	Hour	\$ [REDACTED]	
4002e	Administrative Support Assistant – Regular Time	40	Hour	\$ [REDACTED]	
CLIN 4002 Total Estimated Price					\$ 111,649.10
4003a	Project Manager – Overtime	100	Hour	\$ [REDACTED]	
4003b	Working Foreman – Overtime	100	Hour	\$ [REDACTED]	
4003c	Warehouse Specialist - Overtime	100	Hour	\$ [REDACTED]	
4003d	Truck Driver (Medium) - Overtime	100	Hour	\$ [REDACTED]	
4003e	Material Handler Laborer - Overtime	200	Hour	\$ [REDACTED]	
4003f	Library File Packer - Overtime	50	Hour	\$ [REDACTED]	
4003g	Administrative Support Assistant – Overtime	100	Hour	\$ [REDACTED]	
CLIN 4003 Total Estimated Price					\$ 34,066.00
4004a	Box Truck w/ Lift Gate - Hourly Rental	100	Hour	\$ [REDACTED]	
4004b	Tractor Trailer Truck – Hourly Rental	140	Hour	\$ [REDACTED]	
4004c	Trailer (Empty) – Daily Rental	50	Day	\$ [REDACTED]	
4004d	Trailer (Empty) – Monthly Rental	12	Month	\$ [REDACTED]	
4004e	Box Truck w/ Lift Gate - Daily Rental	0	Day	\$ [REDACTED]	
4004f	Box Truck w/ Lift Gate - Weekly Rental	0	Week	\$ [REDACTED]	
CLIN 4004 Total Estimated Price					\$ 14,970.80
TOTAL OPTION PERIOD FOUR CEILING					\$ 591,885.90

TOTAL CONTRACT CEILING \$3,091,962.69

## SECTION C - Description/Specifications

### DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

(Completion-type)

#### C.1 Title of Project

This project is entitled: *Labor Services/Administrative and Equipment Moving Support Services*. This is a non-personal services contract to provide labor and administrative services in support of the warehouse.

#### C.2 Introduction

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

#### C.3 Background

This acquisition continues labor services and moving equipment support services that have been performed for NRC under various contracts since the 1980's. This procurement is an 8(a) non-competitive with a 13-month base period of performance; three 12-month option periods; and one 11-month option period to not exceed a total of 5 years.

#### C.4 Objective

The purpose of this contract is to provide the U.S. Nuclear Regulatory Commission (NRC) headquarters location in Rockville, Maryland, four (4) current interim locations and future sites as designated by the NRC, and on rare occasions regional facilities and the Technical Training Center (TTC) with ongoing support for a wide variety of warehousing, moving, furniture installation, and other labor service needs. These services consist of ongoing "daily" services, and occasional requirements for extra "on-call" labor and/or equipment/vehicle support on an "as-needed" basis, to complete NRC requirements. Any reference to the NRC within this contract shall mean any and all locations listed above.

The contractor shall also provide daily administrative support for a wide variety of property services for the NRC Property and Labor Services Branch (PLSB) in the following areas: 1) filing reference materials; 2) data entry in the Space and Property Management System (SPMS); 3) property inventories; and 4) conference room inspections. The contractor shall furnish the personnel necessary to meet the requirements described in this objective. The NRC shall provide space for the contractor, computer hardware and software, and appropriate access to automated systems to accomplish the initiatives under this task. The NRC will provide training for contractor personnel.

## **C.5 Scope of Work**

### **C.5.1 PERFORM ONGOING DAILY LABOR SERVICES**

The Contractor shall perform a wide variety of administrative/warehousing and labor support services, including general warehousing (pulling material from stock into the staging area for loading onto trucks, furniture assembly and disassembly, assisting with tagging, loading/unloading trucks to/from staging area, placing material on appropriate racks such as excess, stock, repair or special storage); NRC building copy room paper replenishment deliveries; pickup/delivery of equipment, furniture, and supplies between the two NRC warehouses and multiple NRC locations and other nearby locations in the Metro area; handling small office moves (up to 10 workstations per day) within the NRC site(s); operation of government and Contractor furnished warehousing and moving equipment such as a 24-foot box-truck with lift-gate, various forklifts and pallet-jacks, floor-sweeper, etc. In addition to the operation of moving vehicles and warehousing equipment, these services will require lifting items that weigh up to 80 lbs., prolonged walking/standing and personnel who can pass the NRC's security requirements for unescorted access to the NRC facilities. The contractor shall also provide Administrative Assistance, (see requirements listed in section: C.5.2.5 Title: Administrative Support Assistant, duties.

**WORKLOAD:** Historical data has shown the daily services routinely requires at a minimum the effort of six (6) full-time contract personnel with one (1) person performing as the on-site Project Manager, one (1) person performing as a Working Foreman, one (1) person performing as the Truck Driver, one (1) person performing as the Administrative Support Assistant; and the other two (2) as Warehouse Specialists."

### **C.5.2 PROVIDE ON-SITE SUPERVISION, SUPPORT, AND QUALITY CONTROL FOR ALL SERVICES PERFORMED**

The Contractor shall provide a Project Manager (PM) to perform and oversee all services performed by the contract staff each workday. The Contractor PM shall ensure all services are performed in an efficient manner, without the need for the NRC COR to provide repetitive directions/guidance for completion of tasks. The Contractor shall provide the Project Manager, Working Foreman, and Truck Driver with a cellular telephone for use in daily communications.

The Contractor shall provide personnel in the labor categories described (refer to C.5.2.1 – C.5.2.5 below for description) that possess the skills and abilities mandated by each position to accomplish the required daily services. Staffing to perform daily tasks at multiple locations and at concurrent times is required.

#### **C.5.2.1 Title: Project Manager**

**Location:** NRC

#### **Duties and Responsibilities:**

The Project Manager shall:

- Conduct warehouse operations, assist in maintaining automated databases, and provide input to the development and administration of the Master Storage-Area Plan governing the physical placement of furniture and equipment in the warehouse as required.

- Utilize expert knowledge of configuration and designs to ensure accessibility and maximum utilization of space in conjunction with fire and safety regulations. Have above average writing skills.
- Supervise and coordinate activities of workers engaged in loading, unloading, recording, arranging, routing, and delivery of incoming and outgoing furniture and equipment.
- Respond to customer inquiries and problem solving in a professional and effective manner.
- Prepare and update parts catalogs, manuals, and related documentation.
- Possess knowledge of inventory practices to maintain and control personal properties and abilities to conduct inventories and reconcile findings.
- Maintain manual and automated records for requisitioning, receiving and storing supplies, furniture, and equipment.
- Be able to determine sources of supply and shipping modes.
- Inspect, compile, and report all discrepancies involving execution and delivery of services and goods (furniture and equipment) under contract with the NRC. Inspect and ensure that NRC property received is in accordance with the purchase agreement.
- Possess the skill to interpret drawings, plan furniture installation activities, perform installation assembly, disassembly, and relocation of furniture components and shelving, including computer components in accordance to plans provided and maintain a safe working environment.
- Ensure the workforce is properly trained in all safety requirements and monitor and enforce all safety rules and regulations.
- Maintain all Contractor staff time sheets.
- Possess a valid state driver's license and must be in good standing as recorded in the Maryland State Troopers database for issuing a State Driver's License.
- Be capable of safely operating a box truck < 26,000 lbs. Gross Vehicle Weight (GVW) with manual/automatic transmission, air-brakes, and lift gate in an urban/city environment and other vehicles below that weight such as a van, pick-up truck or automobile.
- Readily complete all duties as assigned.

**Physical Requirements:**

- Balancing
- Bending
- Crouching
- Hearing
- Kneeling
- Lifting
- Standing
- Stooping
- Talking
- Walking
- Normal Requirements Lift 80 lbs.

**Skills:**

- Listening Skills
- Multi-Tasking Ability
- Read, Speak, and Write the English Language
- Ability to Safely Operate Forklift
- Ability to Operate Hand-truck, Dollies and Stevedore

- Ability to Operate Small Battery and Electric Tools
- Ability to Operate Small Hand Tools
- Proficient in Microsoft Word
- Proficient in Microsoft Office 2007, at a minimum
- Proficient in Office Automation Applications
- A High School Diploma or General Equivalency Diploma is required

**C.5.2.2 Title:** Working Foreman

**Location:** NRC

**Duties and Responsibilities:**

The Working Foreman shall:

- Possess a valid state driver's license and must be in good standing as recorded in the Maryland State Troopers database for issuing a State Driver's License.
- Be capable of safely operating a box truck < 26,000 lbs. GVW with manual/automatic transmission, air-brakes, and lift gate in an urban/city environment and other vehicles below that weight such as a van, pick-up truck or automobile.
- Be capable of loading, unloading and moving heavy bulky furniture, equipment or expensive delicate laboratory or computer equipment.
- Check to see that loads are properly secured and rated weight capacity is strictly enforced.
- Utilize knowledge of NRC furniture and equipment, pull and stage equipment for shipment to various sites, package equipment for shipment and prepare the necessary paperwork.
- Possess the ability to assemble furniture and equipment.
- Assist the Project Manager in coordinating activities of workers engaged in loading, unloading, recording, arranging, routing, and delivering incoming and outgoing furniture and equipment.
- Possess knowledge of inventory practices to maintain and control personal properties; ability to conduct inventories.
- Assist with planning daily/weekly activities and coordinating the efficient conduct of the contract personnel.
- Assist in maintaining automated databases.
- Inspect, compile, and report all discrepancies involving execution and delivery of services and goods (furniture and equipment) under contract with the NRC. Ensure the workforce is properly trained in all safety requirements and monitor and enforce all safety rules and regulations.
- Readily complete all duties as assigned.
- Maintain contractor staff time sheets when Project Manager is out of office.

**Physical Requirements:**

- Balancing
- Bending
- Crouching
- Hearing
- Kneeling
- Lifting
- Standing
- Stooping
- Talking
- Walking

- Normal Requirements Lift 80 lbs

**Skills:**

- Listening Skills
- Multi-Tasking Ability
- Read, Speak and Write the English Language
- Ability to Safely Operate Forklift
- Ability to Operate Hand-truck, Dollies and Stevedore
- Ability to Operate Small Battery and Electric Tools
- Ability to Operate Small Hand Tools
- Ability to Read and Interpret Map/Directions
- Proficient in Microsoft Word
- Proficient in Microsoft Office 2007, at a minimum
- Proficient in Office Automation Applications
- A High School Diploma or General Equivalency Diploma is Required

**C.5.2.3 Title:** Truck Driver

**Location:** NRC

**Duties and Responsibilities:**

The Truck Driver shall:

- Possess a valid state driver's license and must be in good standing as recorded in the Maryland State Troopers database for issuing a State Driver's License.
- Be capable of safely operating a box truck < 26,000 lbs. GVW with manual/automatic transmission, air-brakes, and lift gate in an urban/city environment and other vehicles below that weight such as a van, pick-up truck or automobile.
- Be capable of loading, unloading, and moving heavy bulky furniture, equipment or expensive, delicate laboratory or computer equipment using proper techniques. Check to see that loads are properly secured and rated weight capacity is strictly enforced.
- Utilize knowledge of NRC furniture and equipment, pull and stage equipment for shipment to various sites, package equipment for shipment and prepare the necessary paperwork.
- Possess the ability to assemble furniture and equipment.
- Readily complete all duties as assigned.

**Physical Requirements:**

- Balancing
- Bending
- Crouching
- Hearing
- Kneeling
- Lifting
- Standing
- Stooping
- Talking
- Walking
- Normal Requirements Lift 80 lbs.

**Skills:**

- Listening Skills
- Multi-Tasking Ability
- Read, Speak, and Write the English Language
- Ability to Safely Operate Forklift
- Ability to Operate Hand-truck, Dollies and Stevedore
- Ability to Operate Small Battery and Electric Tools
- Ability to Operate Small Hand Tools
- Ability to Read and Interpret Map/Directions
- A High School Diploma or General Equivalency Diploma is Required

**C.5.2.4 Title:** Warehouse Specialist

**Location:** NRC

**Duties and Responsibilities:**

The Warehouse Specialist shall:

- Possess the ability to read and interpret NRC forms and documentation. Possess knowledge of NRC inventory numbering systems.
- Maintains effective customer service for all internal and external customers at all times.
- Possess a valid state driver's license and must be in good standing as recorded in the Maryland State Troopers database for issuing a State Driver's License.
- Be capable of loading, unloading, and moving heavy bulky furniture and equipment or expensive, delicate laboratory or computer equipment using proper techniques.
- Utilize knowledge of NRC furniture and equipment, pull and stage equipment for shipment to various sites, package equipment for shipment and prepare the necessary paperwork.
- Possess the ability to assemble furniture and equipment.
- Readily complete all duties as assigned.

**Physical Requirements:**

- Balancing
- Bending
- Crouching
- Hearing
- Kneeling
- Lifting
- Standing
- Stooping
- Talking
- Walking
- Normal Requirements Lift 80 lbs.

**Skills:**

- Listening Skills
- Multi-Tasking Ability
- Read, Speak, and Write the English Language
- Ability to Safely Operate Forklift
- Ability to Operate Hand-truck, Dollies and Stevedore
- Ability to Operate Small Battery and Electric Tools
- Ability to Operate Small Hand Tools

- Proficient in Utilizing a Variety of Specialized Moving Supplies to Include Computer Bags, Bubble Wrap, Shrink Wrap, and Containers
- A High School Diploma or General Equivalency Diploma is Required

**C.5.2.5 Title: Administrative Support Assistant**

**Location:** NRC

**Duties and Responsibilities:**

The administrative assistant shall provide daily administrative support in the following areas

- Filing reference materials;

**FILING OF DOCUMENTS**

**Requirement:** The Contractor shall file documents in numerical sequence and setup additional files as needed. Filing is to be completed weekly.

- a. NRC Form 30 = "Request for Administrative Services"

(This activity averages approximately 55 documents per week)

- b. Acquisition documents (purchase orders and contracts)

(This activity averages approximately 15 documents per week)

**Standard:** Filing shall be completed weekly.

**Estimated Weekly Workload:** 70 documents per week

**FILING AND MAINTENANCE OF VENDOR CATALOGS**

**Requirement:** File approximately 150/each various vendor catalogs used to identify sources for the purchase of Equipment, Furniture, and Supplies. The Contractor shall also perform a review of all filed vendor catalogs and identify those catalogs which have expired and request new catalogs. When the new/replacement catalog has been received the Contractor shall replace the expired catalog with the current catalog.

**Standard:** Filing shall be completed weekly. Review for expired catalogs and requests for new catalogs shall be completed every three months.

**Estimated Workload:** Three catalogs filed weekly and three calls made per month to request new catalogs.

**SOURCE IDENTIFICATION**

**Requirement:** Upon request by the NRC COR, the Contractor shall conduct searches for Sources (new vendors) for NRC to obtain various administrative property items. Searches shall be performed using Internet, Yellow Pages, vendor catalogs and/or other sources.

**Standard:** The Contractor shall deliver a report/list of potential sources within two working days from receipt of the search request from the NRC COR.

**Deliverable:** The Contractor's report shall provide the following information on each vendor contacted: 1) name of vendor, 2) type of vendor (furniture or equipment), and 3) address of vendor and contact information.

**Estimated Workload:** Four searches per month.

Data entry in the Space and Property Management System (SPMS)

**REQUISITION ENTRY**

**Requirement:** The NRC uses a "Requisition Number" to identify and track individual requests for equipment, furniture, supplies, or administrative services. The PLSB maintains the "Requisition Number Tracking System" (RNTS), which

is used to assign and track the next sequential 6-digit numerical tracking number as new requests are processed.

As new requests are received, the Contractor shall use the RNTS to assign each request with the next sequential requisition tracking number and then log the request into the RNTS database. The Contractor shall enter the following data from the request into the RNTS database.

- Name of requester
- Requisition date
- Requisition number
- Description of items requested
- Contact for Approval
- Transaction type, using the following codes:
  - F1 = Furniture Issue (requests furniture from warehouse).
  - F2 = Furniture Pickup (requests furniture to be returned to warehouse).
  - F4 = Furniture Stock Replenishment (requests the purchase of standard stock furniture to replenish the warehouse inventory levels of that item).
  - F5 = Furniture Special Purchase (requests the purchase of non-standard furniture for a specific need which is not being stocked in the NRC warehouse).
  - E1 = Equipment Issue (requests equipment to be delivered from warehouse).
  - E2 = Equipment Pickup (requests to remove equipment).
  - E3 = Equipment Move (requests to relocate equipment).
  - E4 = Equipment Stock Replenishment (requests the purchase of standard "stock" equipment to replenish the warehouse inventory levels of that item).
  - E5 = Equipment Special Purchase (requests the purchase of equipment for a specific need which is not being stocked in the NRC warehouse).
  - S1 = Supply Issue (requests supplies to be provided from warehouse).
  - S2 = Supply Pickup (requests supplies to be returned to warehouse).
  - S4 = Supply Stock Replenishment (requests the purchase of standard "stock" supplies to replenish the warehouse inventory levels of that item).
  - S5 = Supply Special Purchase (requests the purchase of supplies for a specific need which is not being stocked in the NRC warehouse).
  - IM = Item Move (requests a furniture or supply item to be moved between offices).
  - M = Maintenance (requests for repair or services on NRC equipment).
  - S = Subscriptions (requests for purchase of a subscription).

Standard: All new equipment, furniture, supplies, or administrative services requests are entered into the RNTS within two working days of receipt.

Estimated Workload: Twenty service requests per day.

### **SPECIAL APPROVALS**

Requirement: The Contractor shall ensure that any equipment, furniture, supplies, or administrative service requests that requires special approval by NRC organizations (with oversight responsibility for that activity) are coordinated to obtain the necessary review/approvals. Service requests requiring special approval include office moves, reimbursement for supplies or services, and purchase of office supplies.

Prior to mailing the request to another organization for their review/approval, the Contractor shall document where/when the request was sent in the RNTS. The Contractor shall include a note with the request for the reviewing organization to "review and return." The Contractor shall monitor the status of all requests sent out for approval and follow-up with organizations not responding to any approval request. When the request is returned, the Contractor shall log the requisition back into the RNTS.

Standard: All service requests that require special approval shall be sent to the appropriate NRC organization with oversight responsibility within two working days of receipt. The Contractor shall follow-up with any NRC organization(s) which has not responded to a request for approval within five working days of the request.

Estimated Workload: Approximately four requests submitted for approval per day.

### **PROPERTY AND SUPPLY SYSTEM PROCESSING**

Requirement: The Contractor shall record new equipment purchases in the SPMS within two working days after receipt from NRC property custodians. Information entered in the SPMS will be taken directly from the information provided on the NRC Form 747. Data fields to be completed are prompted by the SPMS based upon the type of transaction. These data fields include requisition number, equipment tag number, location, property account, and completion date. The NRC COR will provide any additional specific information required to process each transaction such as "property account" designations, etc.

Standard: All equipment purchases are entered in the SPMS within two working days after receipt.

Estimated Workload: Approximately 10 transactions entered in the SPMS per day.

Deliverable: The Contractor shall make copies of all actions and provide to the NRC COR for the daily data-entry file.

### **DISPOSALS**

Requirement: The Contractor shall remove items from the SPMS based on excess reports after records have been validated by the NRC Senior Property Manager. If discrepancies occur, Contractor will notify NRC COR and await assistance before proceeding.

Standard: All items shall be removed from the SPMS within two working days of record validation by the NRC Senior Property Manager.

Estimated Workload: Approximately 50 items removed per month from SPMS.

#### **- Property inventories**

Requirement: The Contractor shall assist with the physical inventory and reconciliation of warehouse furniture, systems furniture, stock equipment, supplies, and special storage items. The support for this activity shall include standing/walking for extended periods and using a bar code scanner. For each office inventoried, the data captured includes the NRC bar code, room and building location, and office property accounts. The Contractor shall write code sheets for untagged items and discrepancies shall be resolved with the Inventory Team Leader or NRC COR.

Standard: Inventory of all items shall be complete within 90 working days of start of inventory.

Deliverable: Inventory report for items assigned.

Conference room inspections

### **INSPECTION OF NRC ON-SITE MEETING ROOMS**

Requirement: Each month, the Contractor shall complete an inspection of NRC on-site meeting rooms and during this inspection the Contractor shall:

- Identify missing/damaged/extra equipment and furniture;
- Ensure the items are in the correct location within the meeting room;
- Identify other problems with the room, e.g., dirty table tops, room light bulbs out.

During the inspection of each room, the Contractor shall return the room to that room's assigned "standard configuration." The Contractor shall maintain a historical record for each meeting room inspection, discrepancies found, corrective action taken, and current status of the room's furniture/equipment configuration.

Standard: Inspection of NRC on-site meeting rooms shall be performed monthly. The Contractor shall initiate the necessary action to resolve any discrepancies discovered during the inspection within four hours of a room inspection. The inspection report shall be delivered to the NRC COR within two working days of the monthly inspection.

Deliverable: Inspection report delivered to the NRC COR that includes discrepancies found, corrective action taken, and current status of the room's furniture/equipment configuration.

Estimated Workload: Thirty-four meeting rooms inspected monthly.

### **PERSONNEL SECURITY REQUIREMENTS**

The Administrative Support Assistant working under this SOW requires an IT Security Level II Security Clearance.

### **C.5.3 PERFORM TEMPORARY INCREASED WORKLOAD ON AS-NEEDED BASIS**

ESTIMATED LEVEL OF EFFORT: Historical data has shown that the NRC experiences temporary increases in workload and requires that additional resources be available on an on-call basis. Services will consist of providing extra material handler(s) for several days each month, tractor trailer(s) with driver(s), straight truck(s) with lift gate(s) and driver(s) and file packer(s). Additional work/resources shall be ordered by the NRC COR or designated alternate with the submission of a supplemental support work order to the Contractor.

The Contractor shall provide personnel in the labor categories described (refer to (i) – (iii) below for description) that possess the skills and abilities mandated by each position to accomplish the required services on an as-needed basis. Staffing to perform tasks as-needed at multiple locations and at concurrent times may be required.

(i) Title: Material Handler

#### **Duties and Responsibilities:**

The Material Handler shall:

- Be capable of loading, unloading, and moving heavy bulky furniture and equipment or expensive delicate laboratory or computer equipment.
- Possess the ability to learn the NRC inventory numbering system.
- Possess a valid state driver's license and good driving record.
- Readily complete all duties as assigned.

#### **Physical Requirements:**

- Balancing
- Bending

- Crouching
- Hearing
- Kneeling
- Lifting
- Standing
- Stooping
- Talking
- Walking
- Normal Requirements Lift 80 lbs.

**Skills:**

- Listening Skills
- Multi-Tasking Ability
- Ability to Safely Operate Forklift
- Read, Speak, and Write the English Language
- Ability to Operate Hand-truck, Dollies and Stevedore
- Proficient in Utilizing a Variety of Specialized Moving Supplies to Include Computer Bags, Bubble Wrap, Shrink Wrap and Containers
- A High School Diploma or General Equivalency Diploma is required.

**(ii) Title:** Packer Library-File

**Duties and Responsibilities:**

The Packer Library-File shall:

- Be capable of loading files, records, books and like type library materials in a manner that maintains the library in proper sequence by marking the exterior of the package with necessary information required to make sure unloading of libraries occurs in the specific sequence.
- Load and unload libraries onto vehicles.
- Load and unload libraries onto or from pallets, trays, racks and shelves by hand.
- Stack, separate, count, wrap, label and palletize libraries for relocation.
- Possess a valid state driver's license and good driving record.
- Readily complete all duties as assigned.

**Physical Requirements:**

- Balancing
- Bending
- Crouching
- Hearing
- Kneeling
- Lifting
- Standing
- Stooping
- Talking
- Walking
- Normal Requirements Lift 80 lbs.

**Skills:**

- Listening Skills

- Multi-Tasking Ability
- Read, Speak, and Write the English Language
- Ability to Operate Hand-truck, Dollies and Stevedore
- Proficient in Utilizing a Variety of Specialized Moving Supplies to Include Bubble Wrap, Shrink Wrap, Library Carts, Boxes and Containers
- A High School Diploma or General Equivalency Diploma is required.

**(iii) Title:** Truck Driver-Tractor Trailer

**Duties and Responsibilities:**

The Truck Driver-Tractor Trailer shall:

- Have the necessary license (CDL or equivalent) to operate tractor trailer vehicle.
- Drive truck to destination, applying knowledge of commercial driving regulations and skill in maneuvering vehicle in difficult situations, for example narrow passageways, alleys and loading docks.
- Maintains driver log according to Interstate Commerce Commission regulations.
- Assist with loading and unloading vehicles.
- Secure loads to prevent damage to items being transported.
- Possess a valid state driver's license and good driving record.
- Readily complete all duties as assigned.

**Physical Requirements:**

- Balancing
- Bending
- Crouching
- Hearing
- Kneeling
- Lifting
- Standing
- Stooping
- Talking
- Walking
- Normal Requirements Lift 80 lbs.

**Skills:**

- Drives Gasoline or Diesel Powered Tractor-Trailer Combination to Transport and Deliver Products, Furniture, and Equipment in Loose or Packaged Form
- Listening Skills
- Multi-Tasking Ability
- Read, Speak, and Write the English Language
- Proficient in Utilizing a Variety of Specialized Moving Supplies to Include Library Carts, Boxes and Containers
- A High School Diploma or General Equivalency Diploma is required.

**C.6 Estimated Materials Required**

**C.6.1 MINIMUM LABOR POOL OF PERSONNEL WHO ARE NOT REQUIRED TO HAVE PASSED THE NRC REQUIREMENTS FOR UNESCORTED SITE ACCESS AT NRC**

The Contractor shall maintain a second pool of personnel who meet the qualifications stated herein for the applicable labor category listed below, but these personnel are not required to have passed the NRC requirements for on-site unescorted access to NRC facilities. The Contractor personnel are required to possess a valid government issued photo identification (i.e., Driver's License, Age of Majority Card).

<b><u>MINIMUM QUANTITY OF</u></b>	
<b><u>LABOR CATEGORY</u></b>	<b><u>PERSONNEL IN THE POOL</u></b>
1. Material Handler/Laborer	10 each
2. Packer Library-File	2 each
3. Truck Driver - Heavy	2 each
4. Truck Driver - Tractor Trailer	2 each

**C.6.2 MAINTAIN CAPACITY TO PROVIDE ADDITIONAL MOVING EQUIPMENT AND VEHICLES TO SUPPORT TEMPORARY WORKLOAD INCREASES IN A TIMELY MANNER**

At all times during the term of the contract, the Contractor shall have the capacity to simultaneously provide the quantities of equipment listed below:

<b><u>TYPE OF EQUIPMENT</u></b>	<b><u>QUANTITY</u></b>
1. Less than 26,000 lbs. GVW box truck with power lift gate	5 each
2. Tractor and trailer type truck with ramp sufficient to safely load/unload a trailer	2 each
3. Manual operated flatbed truck (cart) approximately 2.5 feet x 4 feet long	5 each
4. Moving dollies (4-wheel with padded frame)	200 each
5. Stevedore (large hand-truck with straps)	3 each
6. Loading ramps (sufficient to load a tractor trailer with furniture and equipment)	4 each
7. Equipment panel carts (for moving IT items)	10 each
8. Systems-furniture panel carts	10 each
9. Truck-cargo tie-down straps	30 each
10. Moving blankets for padding furniture (approximately 6 feet x 8 feet)	200 each
11. Sufficient hand and power tools necessary to assemble or disassemble general office furniture (screwdrivers, pliers, wrenches, etc.)	

**C.7 Access to Government Property and Facilities**

The contractor is permitted limited access to the Government's facilities, as specified below:

The U.S. Nuclear Regulatory Commission (NRC) headquarters location in Rockville, Maryland; the NRC warehouse location at 4934 Boiling Brook Parkway, Rockville, Maryland, four current interim locations and future sites as designated by the NRC, and on rare occasions regional facilities and the Technical Training Center (TTC)

**C.8 Place of Performance**

The work to be performed under this contract/order will be primarily performed at The U.S. Nuclear Regulatory Commission (NRC) headquarters location in Rockville, Maryland; the NRC warehouse location at 4934 Boiling Brook Parkway, Rockville, Maryland, four current interim locations and future sites as designated by the NRC, and on rare occasions regional facilities and the Technical Training Center (TTC)

**C.9 Recognized Holidays**

*The contractor "is not" required to perform services on Federal holidays.*

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

**C.10 Hours of Operation**

NRC reserves the right to specify the 8-hour weekday workday to be performed during any continuous 8-hour period within 6:00 a.m. through 6:00 p.m., Monday through Friday (except for a lunch break that does not exceed 45 minutes). The current 8-hour workday is 7:15 a.m. to 4:00 p.m. (includes lunch break), except on Federal holidays or when the Government facility is closed due to local or national emergencies, administrative closings, or similar Government directed facility closings. For other than firm fixed price contracts, the contractor will not be reimbursed when the government facility is closed for the above reasons. The contractor must at all times maintain an adequate workforce for the uninterrupted performance of all tasks defined within this SOW when the Government facility is not closed for the above reasons. When hiring personnel, the contractor shall keep in mind that the stability and continuity of the workforce are essential.

Also, the contractor may be required to work overtime (OT), on an "as required" basis, as deemed necessary to meet an essential agency deadline. Overtime should only be considered to meet the agency mission, and shall be pre-approved by the NRC Property Office Branch Chief. The request for overtime shall be forwarded by the NRC COR, to the contractors "Project Manager" within reasonable time to fill the request with the proper staffing and equipment.

**C.11 Access Controls:**

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

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

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

**C.12 Key Personnel**

Refer to Section D.15 2052.215-70 KEY PERSONNEL (JAN 1993).

**C.13 General – Contractor Personnel**

**Contractor Employees**

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

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

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

**C.14 Phase In/Phase Out Period:**

During the phase in/phase out time period of approximately 30 days, the contractor shall become familiar with the full scope of services, provide incumbent contractor's right of first refusal for positions outlined in scope of work (NRC will provide list of contractor's names and anniversary dates after contract award – See Section C.5.1). During the 30 day period, the contractor shall meet with incumbent staff to make an offer to the existing contractors, negotiate salary and sign contracts. No later than May 1, 2016, the contractor shall have all dedicated staff as outlined in the SOW on board. In the event, that incumbent staff decline the offer, the contractor shall submit a resume to the NRC for review no later than April 14, 2016.

In addition, the contractor shall perform an inventory of the equipment/property identified in section D.24 NRCH070 GOVERNMENT FURNISHED EQUIPMENT/PROPERTY. The in-coming contractor shall submit a report to the COR with the results of such inventory.

## SECTION D – Contract Clauses

### D.1 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): *[Insert one or more Internet addresses]*

<https://www.acquisition.gov/far/>

52.204-14 SERVICE CONTRACT REPORTING REQUIREMENTS. (JAN 2014)

52.222-41 SERVICE CONTRACT LABOR STANDARDS (MAY 2014)

52.222-55 MINIMUM WAGES UNDER EXECUTIVE ORDER 13658. (DEC 2015)

52.228-5 INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

52.232-18 AVAILABILITY OF FUNDS (APR 1984)

52.245-1 GOVERNMENT PROPERTY. (APR 2012)

52.245-9 USE AND CHARGES (APR 2012)

52.247-12 SUPERVISION, LABOR, OR MATERIALS (APR 1984)

52.247-21 CONTRACTOR LIABILITY FOR PERSONAL INJURY AND/OR PROPERTY DAMAGE (APR 1984)

52.247-22 CONTRACTOR LIABILITY FOR LOSS OF AND/OR DAMAGE TO FREIGHT OTHER THAN HOUSEHOLD GOODS (APR 1984)

### D.2 52.212-4 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS. (MAY 2015) - ALTERNATE I (MAY 2014)

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

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

(3) Unless otherwise specified in the contract, the Government will accept or reject services and materials at the place of delivery as promptly as practicable

after delivery, and they will be presumed accepted 60 days after the date of delivery, unless accepted earlier.

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

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

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

(B) Terminate this contract for cause.

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

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

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

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

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

(8) The Contractor has no obligation or liability under this contract to correct or

replace materials and services that at time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.

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

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

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

(d) *Disputes.* This contract is subject to 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.* (1) The clause at FAR 52.202-1, Definitions, is incorporated herein by reference. As used in this clause-

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

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

(A) Performed by the contractor;

(B) Performed by the subcontractors; or

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

(iii) Materials means-

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

(B) Subcontracts for supplies and incidental services for which

there is not a labor category specified in the contract;

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

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

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

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

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

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

(i) Name and address of the Contractor;

(ii) Invoice date and number;

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

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

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

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

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

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

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

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

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

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-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) *Payments.* (1) *Work performed.* The Government will pay the Contractor as follows upon the submission of commercial invoices approved by the Contracting Officer:

(i) Hourly rate.

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

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

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

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

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

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

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

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

(ii) Materials.

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

(1) Quantities being acquired; and

(2) Any modifications necessary because of contract requirements.

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

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

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

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

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

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

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

(1) Other Direct Costs. The Government will reimburse the Contractor on the basis of actual cost for the following, provided such costs comply with the requirements in paragraph (i)(1)(ii)(B) of this clause: *[Insert each element of other direct costs (e.g., travel, computer usage charges, etc. Insert "None" if no reimbursement for other direct costs will be provided. If this is an indefinite delivery contract, the Contracting Officer may insert "Each order must list separately the elements of other direct charge(s) for that order or, if no reimbursement for other direct costs will be provided, insert 'None'"]*

(2) Indirect Costs (Material Handling, Subcontract Administration, etc.). The Government will reimburse the Contractor for indirect costs on a pro-rata basis over the period of contract performance at the following fixed price: *[Insert a fixed amount for the indirect costs and payment schedule. Insert "\$0" if no fixed price reimbursement for indirect costs will be provided. (If this is an indefinite delivery contract, the Contracting Officer may insert "Each order must list separately the fixed amount for the indirect costs and payment schedule or, if no reimbursement for indirect costs, insert 'None')"]*

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

total price to the Government for performing this contract with supporting reasons and documentation. If at any time during the performance of this contract, the Contractor has reason to believe that the total price to the Government for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performance of this contract, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.

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

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

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

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

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

(B) The Contractor's timekeeping procedures;

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

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

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

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

(B) Any documents supporting payment of those invoices.

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

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

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

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

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

(D) Contractor point of contact.

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

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

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

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

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

(B) The Contractor fails to liquidate a debt previously demanded

by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

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

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

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

(A) The date fixed under this contract.

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

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

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

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

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

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

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

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

precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions.

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

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

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

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

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

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

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

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

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

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

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid an amount for direct labor

hours (as defined in the Schedule of the contract) determined by multiplying the number of direct labor hours expended before the effective date of termination by the hourly rate(s) in the contract, less any hourly rate payments already made to the Contractor plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system that have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon written request, with adequate assurances of future performance. Subject to the terms of this contract, the Contractor shall be paid an amount computed under paragraph (i) Payments of this clause, but the "hourly rate" for labor hours expended in furnishing work not delivered to or accepted by the Government shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified in paragraph (a)(4) of this clause, the portion of the "hourly rate" attributable to profit shall be 10 percent. In the event of termination for cause, the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

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

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

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

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

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 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.

**D.3 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS. (FEB 2016)**

(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 (NOV 2015).

(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: (Contracting Officer check as appropriate.)

[X] (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEP 2006), with Alternate I (OCT 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

☐ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (OCT 2015) (41 U.S.C. 3509).

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

☒ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (OCT 2015) (Pub. L. 109-282) (31 U.S.C. 6101 note).

(5) (Reserved)

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

☐ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

☒ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (OCT 2015) (31 U.S.C. 6101 note).

☒ (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 (JUN 2003) (15 U.S.C. 644).

☐ (ii) Alternate I (OCT 1995) of 52.219-7.

- ☐ (iii) Alternate II (MAR 2004) of 52.219-7.
- ☒ (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 2015) (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 2015) 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-Subcontracting 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. 657f).
- ☒ (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, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (DEC 2015) (15 U.S.C. 637(m)).
- ☐ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (DEC 2015) (15 U.S.C. 637(m)).
- ☒ (25) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).
- ☐ (26) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (FEB 2016) (E.O. 13126).
- ☒ (27) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- ☒ (28) 52.222-26, Equal Opportunity (APR 2015) (E.O. 11246).
- ☐ (29) 52.222-35, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).
- ☒ (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 (OCT 2015) (38 U.S.C. 4212).

☒ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

☒ (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 (OCT 2015). (E. O. 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* (OCT 2015) 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 (OCT 2015) (E.O.s 13423 and 13514).

☐ (ii) *Alternate I* (JUN 2014) of 52.223-16.

☒ (40) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)

☐ (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.

☐ (43) 52.225-5, Trade Agreements (FEB 2016) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

☒ (44) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

☐ (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)).

☒ (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.)

☒ (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).

[] (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 2015) (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 (SEP 2008) (31 U.S.C. 5112(p)(1)).

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

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

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

to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

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

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) of this paragraph 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 (OCT 2015) (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 \$700,000 (\$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 (OCT 2015) (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 (OCT 2015) (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) \_\_\_ (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 (OCT 2015) (E. O. 12989).

(xv) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015) (E.O. 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.

#### **D.4 52.216-18 ORDERING. (OCT 1995)**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the effective date of the contract through the expiration date of the contract.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

**D.5 52.216-19 ORDER LIMITATIONS. (OCT 1995)**

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$3,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor-

(1) Any order for a single item in excess of \$25,000.00;

(2) Any order for a combination of items in excess of \$25,000.00; or

(3) A series of orders from the same ordering office within 5 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

**D.6 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 term of the contract.

**D.7 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 the term of the contract]; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 15 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months.

**D.8 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 U.S. 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 *U.S. 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 U.S. Nuclear Regulatory Commission.

**D.9 2052.222-70 NONDISCRIMINATION BECAUSE OF AGE. (JAN 1993)**

It is the policy of the Executive Branch of the Government that:

(a) Contractors and subcontractors engaged in the performance of Federal contracts may not, in connection with the employment, advancement, or discharge of employees or in connection with

the terms, conditions, or privileges of their employment, discriminate against persons because of their age except upon the basis of a bona fide occupational qualification, retirement plan, or statutory requirement; and

(b) That contractors and subcontractors, or persons acting on their behalf, may not specify, in solicitations or advertisements for employees to work on Government contracts, a maximum age limit for employment unless the specified maximum age limit is based upon a bona fide occupational qualification, retirement plan, or statutory requirement.

**D. 10 NRCD010 PACKAGING AND MARKING**

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

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

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

**D.11 NRCF030B PERIOD OF PERFORMANCE ALTERNATE**

This contract shall commence on April 6, 2016, and will expire on March 31, 2021 (inclusive of options). The term of this contract may be extended at the option of the Government for an additional 47 months.

**Base Period:** April 6, 2016, through April 30, 2017 (13 months)

**Option Period(s):**

Option Period One: May 1, 2017, through April 30, 2018 (12 months)

Option Period Two: May 1, 2018, through April 30, 2019 (12 months)

Option Period Three: May 1, 2019, through April 30, 2020 (12 months)

Option Period Four: May 1, 2020, through March 31, 2021 (11 months)

**D.12 CONTRACTING OFFICER'S REPRESENTATIVE AUTHORITY**

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

**Primary Contracting Officer's Representative (COR)**

Name: Charles McCray

E-mail Address: [Charles.McCray@nrc.gov](mailto:Charles.McCray@nrc.gov)

Telephone Number: 301-415-8348

**Alternate Contracting Officer's Representative (COR)**

Name: Thomas Johnston

E-mail Address: [Thomas.Johnston@nrc.gov](mailto:Thomas.Johnston@nrc.gov)

Telephone Number: 301-492-3725

(b) The project officer shall:

- (1) Place delivery orders for items required under this contract up to the amount obligated on the contract award document.
- (2) Monitor contractor performance and recommend changes in requirements to the contracting officer.
- (3) Inspect and accept products/services provided under the contract.
- (4) Review all contractor invoices/vouchers requesting payment for products/services provided under the contract and make recommendations for approval, disapproval, or suspension.

(c) The project officer may not make changes to the express terms and conditions of this contract.

#### **D.13 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](mailto:NRCPayments@nrc.gov).

#### **D.14 2052.204-71 SITE ACCESS BADGE REQUIREMENTS. (JAN 1993)**

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

**D.15 2052.215-70 KEY PERSONNEL. (JAN 1993)**

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

Title
Project Manager
Working Foreman
Truck Driver
Warehouse Specialist
Administrative Support Assistance

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

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

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

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

**D.16 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.

**D.17 NRCH470 GREEN PURCHASING (SEP 2015 )**

(a) In furtherance of the sustainable acquisition goals of Executive Order (EO) 13693, "Planning for Federal Sustainability in the Next Decade," products and services provided under this contract/order shall be energy efficient (EnergyStar® or Federal Energy Management Program - FEMP-designated products), water efficient, biobased, environmentally preferable (excluding EPEAT®-registered products), non-ozone depleting, contain recycled content, or are non- or low toxic alternatives or hazardous constituents (e.g., non-VOC paint), where such products and services meet agency performance requirements. See: Executive Order (EO) 13693, "Planning for Federal Sustainability in the Next Decade."

(b) The NRC and contractor may negotiate during the contract term to permit the substitution or addition of designated recycled content products (i.e., Comprehensive Procurement Guidelines - CPG), EPEAT®-registered products, EnergyStar®- and FEMP designated energy efficient products and appliances, USDA designated biobased products (Biopreferred® program), environmentally preferable products, WaterSense and other water efficient products, products containing non- or lower-ozone depleting substances (i.e., SNAP), and products containing non- or low-toxic or hazardous constituents (e.g., non-VOC paint), when such products and services are readily available at a competitive cost and satisfy the NRC's performance needs.

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

**D.18 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

**D.19 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.

#### **D.20 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.

#### **D.21 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](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.

#### **D.22 NRCH320 COMPENSATION FOR ON-SITE CONTRACTOR PERSONNEL**

(a) NRC facilities may not be available due to (1) designated Federal holiday, any other day designated by Federal Statute, Executive Order, or by President's Proclamation; (2) early dismissal of NRC employees during working hours (e.g., special holidays, water emergency); or (3) occurrence of emergency conditions during nonworking hours (e.g., inclement weather).

(b) When NRC facilities are unavailable, the contractor's compensation and deduction policy (date), incorporated herein by reference, shall be followed for contractor employees performing work on-site at the NRC facility. The contractor shall promptly submit any revisions to this policy to the Contracting Officer for review before they are incorporated into the contract.

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

closed.

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

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

#### **D.23 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 N/A. 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.

#### **D.24 NRCH070 GOVERNMENT FURNISHED EQUIPMENT/PROPERTY**

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

as needed basis:

(1) **VEHICLES**

**QUANTITY**

2 each

1 each

**DESCRIPTION**

Box truck < 26,000 lbs. GVW, manual/automatic transmission, air-brakes and lift gate

Van, extended length, manual/automatic or sedan type automobile.

**\*\*NOTE:** Additional vehicles may be provided by NRC on an as-needed basis at the discretion of the NRC PO.

(2) **INDUSTRIAL EQUIPMENT**

**QUANTITY**

3 each

1 each

1 each

1 each

**DESCRIPTION**

Fork lift, straddle leg, stand-up, electric, 3000 lb. capacity

Fork lift, 4-wheel type, sit down, electric, 3000 lb. capacity

Pallet jack, electric, walk behind, 4500 lb. capacity

Floor sweeper, walk behind, electric

(3) **HAND OPERATED EQUIPMENT**

**DESCRIPTION**

Pallet jacks, walk behind

Two wheeled hand trucks

Flat bed trucks

Moving dollies

Roll-a-lifts

Johnson bars

Stevedores

Loading ramps

Walk boards

Moving blankets

Truck cargo tie-down straps

Panel carts

Desk movers

**HAND TOOLS**

The following tools shall be available for use at the NRC Warehouse.

**DESCRIPTION**

Screwdrivers

Pliers

Wire cutters

Hammers

Pry bars

Wrenches

Socket sets

Hacksaws

Wood saws

Chisels

**BATTERY OPERATED TOOLS**

Drills  
Flashlights

**ELECTRIC TOOLS**

3/8 inch drills  
1/2 inch drill  
3/8 inch hammer drills  
7 1/4 inch circular saw  
20-gallon vacuum cleaners

All Contractor personnel shall be skilled in the proper and safe use of the above referenced tools and equipment. Any property furnished by NRC is subject to the provisions of the United States Government Property clause under this contract.

(b) The equipment/property listed above is hereby transferred from contract/agreement number NRC-HQ-11-C-10-00010.

(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.

**D.25 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.

**D.26 NRCH020 SECURITY REQUIREMENTS FOR BUILDING ACCESS APPROVAL  
(SEP 2013)**

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

The Contractor shall conduct a preliminary federal facilities security screening interview or review for each of its employees, subcontractor employees, and consultants and submit to the NRC only the names of candidates for contract performance that have a reasonable probability of obtaining approval necessary for access to NRC's federal facilities. The Contractor shall pre-screen its applicants for the following:

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

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

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

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

The Government shall have and exercise full and complete control and discretion over granting, denying, withholding, or terminating building access approvals for individuals performing work

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

DFS/PSB may, among other things, grant or deny temporary unescorted building access approval to an individual based upon its review of the information contained in the OPM Standard Form 85 and the Contractor's pre-screening record. Also, in the exercise of its authority, the Government may, among other things, grant or deny permanent building access approval based on the results of its review or investigation. This submittal requirement also applies to the officers of the firm who, for any reason, may visit the NRC work sites for an extended period of time during the term of the contract. In the event that DFS/PSB are unable to grant a temporary or permanent building access approval, to any individual performing work under this contract, the Contractor is responsible for assigning another individual to perform the necessary function without any delay in the contract's performance schedule, or without adverse impact to any other terms or conditions of the contract. The Contractor is responsible for informing those affected by this procedure of the required building access approval process (i.e., temporary and permanent determinations), and the possibility that individuals may be required to wait until permanent building access approvals are granted before beginning work in NRC's buildings.

#### **CANCELLATION OR TERMINATION OF BUILDING ACCESS/ REQUEST**

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

#### **D.27 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.

#### **D.28 NRCG20 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>.

**D.29 2052.204-70 SECURITY (OCT 1999)**

(a) Security/Classification Requirements Form. The attached NRC Form 187 (See List of Attachments) furnishes the basis for providing security and classification requirements to prime contractors, subcontractors, or others (e.g., bidders) who have or may have an NRC contractual relationship that requires access to classified information or matter, access on a continuing basis (in excess of 90 or more days) to NRC Headquarters controlled buildings, or otherwise requires NRC photo identification or card-key badges.

(b) It is the contractor's duty to safeguard National Security Information, Restricted Data, and Formerly Restricted Data. The contractor shall, in accordance with the Commission's security regulations and requirements, be responsible for safeguarding National Security Information, Restricted Data, and Formerly Restricted Data, and for protecting against sabotage, espionage, loss, and theft, the classified documents and material in the contractor's possession in connection with the performance of work under this contract. Except as otherwise expressly provided in this contract, the contractor shall transmit to the Commission any classified matter in the possession of the contractor or any person under the contractor's control in connection with performance of this contract upon completion or termination of this contract.

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

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

(ii) Approved by the contracting officer.

(2) The certification must identify the items and types or categories of matter retained, the conditions governing the retention of the matter and their period of retention, if known. If the retention is approved by the contracting officer, the security provisions of the contract continue to be applicable to the matter retained.

(c) In connection with the performance of the work under this contract, the contractor may be furnished, or may develop or acquire, proprietary data (trade secrets) or confidential or privileged technical, business, or financial information, including Commission plans, policies, reports, financial plans, internal data protected by the Privacy Act of 1974 (Pub. L. 93-579), or other information which has not been released to the public or has been determined by the Commission to be otherwise exempt from disclosure to the public. The contractor agrees to hold the information in confidence and not to directly or indirectly duplicate, disseminate, or disclose the information, in whole or in part, to any other person or organization except as necessary to perform the work under this contract. The contractor agrees to return the information to the Commission or otherwise dispose of it at the direction of the contracting officer. Failure to comply with this clause is grounds for termination of this contract.

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

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

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

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

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

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

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

(k) In performing contract work, the contractor shall classify all documents, material, and equipment originated or generated by the contractor in accordance with guidance issued by the Commission. Every subcontract and purchase order issued under the contract that involves originating or generating classified documents, material, and equipment must provide that the subcontractor or supplier assign the proper classification to all documents, material, and equipment in accordance with guidance furnished by the contractor.

**D.30 DRUG FREE WORKPLACE TESTING: UNESCORTED ACCESS TO NUCLEAR FACILITIES, ACCESS TO CLASSIFIED INFORMATION OR SAFEGUARDS INFORMATION, OR PERFORMING IN SPECIALLY SENSITIVE POSITIONS (AUG 2011)**

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

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

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

**D.31 52.237-3 CONTINUITY OF SERVICES (JAN 1991)**

(a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to --

(1) Furnish phase-in training; and

(2) Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

(b) The Contractor shall, upon the Contracting Officer's written notice,

(1) furnish phase-in, phase-out services for up to 90 days after this contract expires and

(2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required.

The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out

period to ensure that the services called for by this contract are maintained at the required level of proficiency.

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

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

## SECTION E - List of Documents, Exhibits and Other Attachments

ATTACHMENT NUMBER	TITLE	DATE	NO. PAGES
Attachment 1	Supplemental Support Work Order		1
Attachment 2	Billing Instructions for Fixed-Price Type Contracts (MAY 2013)	January 2015	4
Attachment 3	Billing Instructions for Time and Material/ Labor-Hour Type Contracts (MAY 2013)	January 2015	7
Attachment 4	Department of Labor Wage Determination (WD 15-2103)	12/29/2015	9
Attachment 5	NRC 187 "Contract security and/o Classification Requirements"		2

## SUPPLEMENTAL SUPPORT WORK ORDER

<b>U.S. Nuclear Regulatory Commission</b> <b>Contract # NRC-HQ-40-16-C-0006</b> <b>Work Order # XXX</b>				
<b>1. Date</b>		<b>2. Work Order Title</b>		
<b>3. NRC Project Officer</b>		<b>4. NRC Project Officer E-mail Address</b>		<b>5. NRC Project Officer Phone Number</b>
<b>6. NRC Equipment/Materials Provided:</b>				
<b>7. Description of Services Required :</b> X (number) employees (labor category breakdown below) on Month, Day, Year to assist the Property and Labor Services Branch with XXX (description of services). Services are required from XX:XX am/pm to XX:XX am/pm.				
<b>Price/Cost Schedule</b>				
<b>Date</b>	<b>Labor Category</b>	<b>Qty. of Labor Category</b>	<b>Hrs. Required</b>	<b>Labor Rate per Hour</b>
<b>Estimated Cost</b>				
<b>Acknowledgment and Acceptance of Work Order</b>				
Signature and Title – Contractor				Date
Signature - NRC Project Officer				Date

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

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

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

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

Contractors must report to the Contracting Officer, electronically, any capital property acquired with contract funds having an initial cost of \$50,000 or more, in accordance with procedures set forth in NRC Management Directive (MD).

**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.

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

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

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

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

Contractors must report to the Contracting Officer, electronically, any capital property acquired with contract funds having an initial cost of \$50,000 or more, in accordance with procedures set forth in NRC Management Directive (MD).

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

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

**Format:** Invoices/Vouchers shall be submitted in the format depicted on the attached sample form entitled "Invoice/Voucher for Purchases and Services Other Than Personal". Alternate

formats are permissible only if they address all requirements of the Billing Instructions. The instructions for preparation and itemization of the invoice/voucher are included with the sample form.

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

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

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

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

**Supersession:** These instructions supersede previous Billing Instructions for Time-and-Materials/Labor-Hour Type Contracts (MAY 2013).

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

**1. Official Agency Billing Office**

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

**2. Invoice/Voucher Information**

- a. Payee's DUNS Number or DUNS+4. The Payee shall include the Payee's Data Universal Number (DUNS) or DUNS+4 number that identifies the Payee's name and address. The DUNS+4 number is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the Payee to identify alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.
- b. Payee's Name and Address. Show the name of the Payee as it appears in the contract and its correct address. Where the Payee is authorized to assign the proceeds of this contract in accordance with the clause at Federal Acquisition Regulation (FAR) 52.232-23 Assignment of Claims, the Payee shall require as a condition of any such assignment, that the assignee shall register separately in the System for Award Management (SAM) database at <http://sam.gov> and shall be paid by EFT in accordance with the terms of this contract. See FAR 52.232-33 Payment by Electronic Funds Transfer-System for Award Management.
- c. Taxpayer Identification Number. The Payee shall include the Payee's taxpayer identification number (TIN) used by the Internal Revenue Service (IRS) in the administration of tax laws. (See IRS Web site: [http://www.irs.gov/Individuals/International-Taxpayers/Taxpayer-Identification-Numbers-\(TIN\)\)](http://www.irs.gov/Individuals/International-Taxpayers/Taxpayer-Identification-Numbers-(TIN))).
- d. Contract Number. Insert the NRC contract number (including Enterprise-wide Contract (EWC)), GSA Federal Supply Schedule (FSS), Governmentwide Agency Contract (GWAC) number, or Multiple Agency Contract (MAC) number, as applicable.
- e. Task Order Number. Insert the task/delivery order number (If Applicable). **Do not include more than one task order per invoice or the invoice may be rejected as improper.**
- f. Invoice/Voucher. The appropriate sequential number of the invoice/voucher, beginning with 001 should be designated. Contractors may also include an individual internal accounting number, if desired, in addition to the 3-digit sequential number.
- g. Date of Invoice/Voucher. Insert the date the invoice/voucher is prepared.
- h. Billing period. Insert the beginning and ending dates (day, month, year) of the period during which costs were incurred and for which reimbursement is requested.

i. Labor Hours Expended. Provide a general summary description of the services performed and associated labor hours utilized during the invoice period. Specify the Contract Line Item Number (CLIN) or SubCLIN, as applicable, and information pertaining to the contract's labor categories/positions, and corresponding authorized hours.

j. Property. For contractor acquired property, list each item with an initial acquisition cost of \$50,000 or more and provide: (1) an item description, (2) manufacturer, (3) model number, (4) serial number, (5) acquisition cost, (6) date of purchase, and (7) a copy of the purchasing document.

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

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

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

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

o. Direct Costs. Insert the amount billed for the following cost elements, adjustments, suspensions, and total amounts, for both the current billing period and for the cumulative period (from contract inception to end date of this billing period).

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

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

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

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

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

in the original contract).

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

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

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

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

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

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

r. Grand Totals.

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

This invoice/voucher represents reimbursable costs for the billing period from \_\_\_\_\_ through \_\_\_\_\_

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

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

**SAMPLE SUPPORTING INFORMATION**

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

Cost Elements:1) Direct Burdened Labor - \$4,800

<u>Labor Category</u>	<u>Hours Billed</u>	<u>Burdened Rate</u>	<u>Total</u>	<u>Cumulative 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>
		\$30,000

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

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

**4. Definitions**

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

WD 15-2103 (Rev.-2) was first posted on www.wdol.gov on 01/05/2016

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REGISTER OF WAGE DETERMINATIONS UNDER	U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT	EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor	WAGE AND HOUR DIVISION
	WASHINGTON D.C. 20210

Daniel W. Simms	Division of	Wage Determination No.: 2015-2103
Director	Wage Determinations	Revision No.: 2
		Date Of Revision: 12/29/2015

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Service Contract Act for which the solicitation was 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 \$10.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. 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](http://www.dol.gov/whd/govcontracts).

States: Maryland, Virginia

Area: Maryland Counties of Frederick, Montgomery, St Mary's  
Virginia County of King George

**\*\*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
01035 - 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
01290 - Rental Clerk		16.55
01300 - Scheduler, Maintenance		18.07
01311 - Secretary I		18.07
01312 - Secretary II		20.18
01313 - Secretary III		25.29
01320 - Service Order Dispatcher		16.98
01410 - Supply Technician		28.55
01420 - Survey Worker		20.03
01460 - Switchboard Operator/Receptionist		14.43
01531 - Travel Clerk I		13.29
01532 - Travel Clerk II		14.36
01533 - Travel Clerk III		15.49

01611 - Word Processor I	15.63
01612 - Word Processor II	17.67
01613 - Word Processor III	19.95
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	25.26
05010 - Automotive Electrician	23.51
05040 - Automotive Glass Installer	22.15
05070 - Automotive Worker	22.15
05110 - Mobile Equipment Servicer	19.04
05130 - Motor Equipment Metal Mechanic	24.78
05160 - Motor Equipment Metal Worker	22.15
05190 - Motor Vehicle Mechanic	24.78
05220 - Motor Vehicle Mechanic Helper	18.49
05250 - Motor Vehicle Upholstery Worker	21.63
05280 - Motor Vehicle Wrecker	22.15
05310 - Painter, Automotive	23.51
05340 - Radiator Repair Specialist	22.15
05370 - Tire Repairer	14.44
05400 - Transmission Repair Specialist	24.78
07000 - Food Preparation And Service Occupations	
07010 - Baker	13.85
07041 - Cook I	12.55
07042 - Cook II	14.60
07070 - Dishwasher	10.11
07130 - Food Service Worker	10.66
07210 - Meat Cutter	18.08
07260 - Waiter/Waitress	9.70
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	19.86
09040 - Furniture Handler	14.06
09080 - Furniture Refinisher	20.23
09090 - Furniture Refinisher Helper	15.52
09110 - Furniture Repairer, Minor	17.94
09130 - Upholsterer	19.86
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	10.54
11060 - Elevator Operator	10.54
11090 - Gardener	17.52
11122 - Housekeeping Aide	11.83
11150 - Janitor	11.83
11210 - Laborer, Grounds Maintenance	13.07
11240 - Maid or Houseman	11.26
11260 - Pruner	11.58
11270 - Tractor Operator	16.04
11330 - Trail Maintenance Worker	13.07
11360 - Window Cleaner	12.85
12000 - Health Occupations	
12010 - Ambulance Driver	20.41
12011 - Breath Alcohol Technician	20.27
12012 - Certified Occupational Therapist Assistant	23.11
12015 - Certified Physical Therapist Assistant	21.43
12020 - Dental Assistant	17.18
12025 - Dental Hygienist	44.75
12030 - EKG Technician	27.67
12035 - Electroneurodiagnostic Technologist	27.67
12040 - Emergency Medical Technician	20.41
12071 - Licensed Practical Nurse I	19.07
12072 - Licensed Practical Nurse II	21.35
12073 - Licensed Practical Nurse III	24.13
12100 - Medical Assistant	15.01
12130 - Medical Laboratory Technician	18.04
12160 - Medical Record Clerk	17.42
12190 - Medical Record Technician	19.50
12195 - Medical Transcriptionist	18.77
12210 - Nuclear Medicine Technologist	37.60
12221 - Nursing Assistant I	10.80

12222 - Nursing Assistant II	12.14
12223 - Nursing Assistant III	13.98
12224 - Nursing Assistant IV	15.69
12235 - Optical Dispenser	20.17
12236 - Optical Technician	15.80
12250 - Pharmacy Technician	18.12
12280 - Phlebotomist	15.69
12305 - Radiologic Technologist	31.11
12311 - Registered Nurse I	27.64
12312 - Registered Nurse II	33.44
12313 - Registered Nurse II, Specialist	33.44
12314 - Registered Nurse III	40.13
12315 - Registered Nurse III, Anesthetist	40.13
12316 - Registered Nurse IV	48.10
12317 - Scheduler (Drug and Alcohol Testing)	21.73
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19.86
13012 - Exhibits Specialist II	24.61
13013 - Exhibits Specialist III	30.09
13041 - Illustrator I	20.48
13042 - Illustrator II	25.38
13043 - Illustrator III	31.03
13047 - Librarian	33.88
13050 - Library Aide/Clerk	14.21
13054 - Library Information Technology Systems Administrator	30.60
13058 - Library Technician	19.89
13061 - Media Specialist I	18.73
13062 - Media Specialist II	20.95
13063 - Media Specialist III	23.36
13071 - Photographer I	16.65
13072 - Photographer II	18.90
13073 - Photographer III	23.67
13074 - Photographer IV	28.65
13075 - Photographer V	33.76
13110 - Video Teleconference Technician	20.39
14000 - Information Technology Occupations	
14041 - Computer Operator I	18.92
14042 - Computer Operator II	21.18
14043 - Computer Operator III	23.60
14044 - Computer Operator IV	26.22
14045 - Computer Operator V	29.05
14071 - Computer Programmer I	(see 1) 26.36
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	18.92
14160 - Personal Computer Support Technician	26.22
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	36.47
15020 - Aircrew Training Devices Instructor (Rated)	44.06
15030 - Air Crew Training Devices Instructor (Pilot)	52.81
15050 - Computer Based Training Specialist / Instructor	36.47
15060 - Educational Technologist	35.31
15070 - Flight Instructor (Pilot)	52.81
15080 - Graphic Artist	26.80
15090 - Technical Instructor	25.08
15095 - Technical Instructor/Course Developer	30.67
15110 - Test Proctor	20.20
15120 - Tutor	20.20
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	9.88
16030 - Counter Attendant	9.88

16040 - Dry Cleaner	12.94
16070 - Finisher, Flatwork, Machine	9.88
16090 - Presser, Hand	9.88
16110 - Presser, Machine, Drycleaning	9.88
16130 - Presser, Machine, Shirts	9.88
16160 - Presser, Machine, Wearing Apparel, Laundry	9.88
16190 - Sewing Machine Operator	13.78
16220 - Tailor	14.66
16250 - Washer, Machine	10.88
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	21.14
19040 - Tool And Die Maker	23.38
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	18.02
21030 - Material Coordinator	22.03
21040 - Material Expediter	22.03
21050 - Material Handling Laborer	13.83
21071 - Order Filler	15.09
21080 - Production Line Worker (Food Processing)	18.02
21110 - Shipping Packer	15.09
21130 - Shipping/Receiving Clerk	15.09
21140 - Store Worker I	11.72
21150 - Stock Clerk	16.86
21210 - Tools And Parts Attendant	18.02
21410 - Warehouse Specialist	18.02
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	27.21
23021 - Aircraft Mechanic I	25.83
23022 - Aircraft Mechanic II	27.21
23023 - Aircraft Mechanic III	28.53
23040 - Aircraft Mechanic Helper	17.54
23050 - Aircraft, Painter	24.73
23060 - Aircraft Servicer	19.76
23080 - Aircraft Worker	21.01
23110 - Appliance Mechanic	21.75
23120 - Bicycle Repairer	14.43
23125 - Cable Splicer	26.02
23130 - Carpenter, Maintenance	21.40
23140 - Carpet Layer	20.49
23160 - Electrician, Maintenance	27.98
23181 - Electronics Technician Maintenance I	24.94
23182 - Electronics Technician Maintenance II	26.47
23183 - Electronics Technician Maintenance III	27.89
23260 - Fabric Worker	19.13
23290 - Fire Alarm System Mechanic	22.91
23310 - Fire Extinguisher Repairer	17.62
23311 - Fuel Distribution System Mechanic	22.81
23312 - Fuel Distribution System Operator	19.38
23370 - General Maintenance Worker	21.43
23380 - Ground Support Equipment Mechanic	25.83
23381 - Ground Support Equipment Servicer	19.76
23382 - Ground Support Equipment Worker	21.01
23391 - Gunsmith I	17.62
23392 - Gunsmith II	20.49
23393 - Gunsmith III	22.91
23410 - Heating, Ventilation And Air-Conditioning Mechanic	23.89
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	25.17
23430 - Heavy Equipment Mechanic	22.91
23440 - Heavy Equipment Operator	22.91
23460 - Instrument Mechanic	22.59
23465 - Laboratory/Shelter Mechanic	21.75
23470 - Laborer	14.98
23510 - Locksmith	21.90
23530 - Machinery Maintenance Mechanic	23.12

23550 - Machinist, Maintenance	22.91
23580 - Maintenance Trades Helper	18.27
23591 - Metrology Technician I	22.59
23592 - Metrology Technician II	23.80
23593 - Metrology Technician III	24.96
23640 - Millwright	28.19
23710 - Office Appliance Repairer	22.96
23760 - Painter, Maintenance	21.75
23790 - Pipefitter, Maintenance	24.63
23810 - Plumber, Maintenance	22.29
23820 - Pneudraulic Systems Mechanic	22.91
23850 - Rigger	22.91
23870 - Scale Mechanic	20.49
23890 - Sheet-Metal Worker, Maintenance	22.91
23910 - Small Engine Mechanic	20.49
23931 - Telecommunications Mechanic I	29.95
23932 - Telecommunications Mechanic II	31.55
23950 - Telephone Lineman	27.41
23960 - Welder, Combination, Maintenance	22.91
23965 - Well Driller	22.91
23970 - Woodcraft Worker	22.91
23980 - Woodworker	17.62
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	12.79
24580 - Child Care Center Clerk	17.77
24610 - Chore Aide	10.57
24620 - Family Readiness And Support Services Coordinator	16.90
24630 - Homemaker	18.43
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	27.30
25040 - Sewage Plant Operator	20.84
25070 - Stationary Engineer	27.30
25190 - Ventilation Equipment Tender	19.49
25210 - Water Treatment Plant Operator	20.84
27000 - Protective Service Occupations	
27004 - Alarm Monitor	20.57
27007 - Baggage Inspector	12.71
27008 - Corrections Officer	22.80
27010 - Court Security Officer	24.72
27030 - Detection Dog Handler	20.57
27040 - Detention Officer	22.80
27070 - Firefighter	24.63
27101 - Guard I	12.71
27102 - Guard II	20.57
27131 - Police Officer I	26.52
27132 - Police Officer II	29.67
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.59
28042 - Carnival Equipment Repairer	14.63
28043 - Carnival 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
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

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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 4.174)

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

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

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

- (1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;
- (2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;
- (3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or
- (4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

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

(i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**\*\* HAZARDOUS PAY DIFFERENTIAL \*\***

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

All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading 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.

**\*\* SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS \*\***

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

**\*\* 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 (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). 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 the 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 U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 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 Division's decision to the contractor.
- 6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

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" should be used to compare job definitions to ensure 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 (See 29 CFR 4.152(c)(1)).



## CONTRACT SECURITY AND/OR CLASSIFICATION REQUIREMENTS

<b>1. Type of Submission</b> <div style="border: 1px solid black; padding: 2px; min-height: 20px;">New</div>		<b>3. Contractor Company Full Name and Complete Address (Prime Contractor)</b> <div style="border: 1px solid black; padding: 2px; min-height: 40px;">                     Proven Management                      8720 Georgia Avenue, Suite 800                      Silver Spring, MD 20910                      (301) 565-9013                 </div>	
<b>2. Type of Contract</b> <div style="border: 1px solid black; padding: 2px; min-height: 20px;">Sole Source</div>			
<b>4. Contract Number, IAA Number, or Job Code for DOE Projects</b> <div style="border: 1px solid black; padding: 2px; min-height: 20px;">NRC-HQ-11-C-10-0010</div>		<b>5. Contract Start Date</b> <div style="border: 1px solid black; padding: 2px; min-height: 20px;">1/1/2016</div>	<b>6. Contract End Date</b> <div style="border: 1px solid black; padding: 2px; min-height: 20px;">12/31/2020</div>
<b>7. Is this contract a follow-on contract?</b> <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; padding: 2px; min-height: 20px;">NRC-HQ-11-C-10-0010</div>		<b>8. Contractor Cage Code or DOE Facility Code</b> <div style="border: 1px solid black; padding: 2px; min-height: 20px;">NRC-10-09-372</div>
<b>9. Contract Performance Requirements</b>			
<b>A. Will the contract require access to classified matter (information, systems, and/or material) (i.e., 32 CFR Part 2004 or MD 12.2)?</b> <input type="checkbox"/> Yes (continue) <input checked="" type="checkbox"/> No (if no, proceed to Block 9.E.)			
<b>B. What is the highest level of classified matter the contractor will need to access to perform contract responsibilities?</b> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="border: 1px solid black; padding: 2px; flex: 1;">Not Applicable</div> <div style="border: 1px solid black; padding: 2px; flex: 1;">Select 2nd Level of Classification</div> </div>			
<b>C. To carry out requirements of the contract, will the contractor need to possess, generate, or store classified matter at the contractor facility location?</b> <input type="checkbox"/> Yes (continue) <input checked="" type="checkbox"/> No (if no, proceed to Block 9.E.)			
<b>D. Choose all that apply: In regards to classified matter, the contractor will require:</b>			
<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>			
<b>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)?</b>		<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
<b>F. Will the contractor possess, generate, or store SGI or SGI-M at the contractor facility?</b>		<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
<b>G. Will the contractor require access to any Sensitive Unclassified Non-Safeguards Information (SUNSI) or sensitive information technology (IT) Systems (i.e., MD 12.6)?</b>		<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
<b>H. Will the contractor possess, generate, or store SUNSI or have access to NRC sensitive IT systems at the contractor facility?</b>		<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
<b>I. Was "Yes" checked to Block 9.A., Block 9.C., Block 9.E., or Block 9.F.?</b> (If "Yes", then a Facility Clearance is required to be issued for the contractor and any known sub-contractors by the Facilities Security Branch before final contract award and before work can begin on the contract.)		<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
<b>J. Choose all that apply:</b>			
<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 checked="" 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 checked="" 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 checked="" type="checkbox"/> 8) Found to use or admit to use of illegal drugs.                 </div> </div>			

CONTRACT SECURITY AND/OR  
CLASSIFICATION REQUIREMENTS (Continued)

U.S. NUCLEAR REGULATORY COMMISSION

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

11. Does this contract contain any subcontractors?

If "No", Leave area blank. (Note: It is the responsibility of the COR to notify FSB if the contractor adds a subcontractor to the contract during the execution of the contract. The sub-contractors may require a facility clearance before work can be allowed).



Yes



No

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

Info will be provided as needed

The Kane Company

6500 Kane Way

Elkridge, MD 21075

Telephone: 410.799.3200

Fax: 410.799.3208

www.kanecompany.com

12. 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)

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



1) Originating NRC office or Division (Item 14A.)



3) Division of Contracts and Property Management (Item 14C.)



2) Division of Facilities and Security (Item 14B.)

14. Approvals

A. Typed or Printed Name of Director, Office or Division

James B. Schweitzer, ADSC/ADM

Signature

JBS

Date

12/23/15

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

Timothy I. Pulliam, ADM/DFS

Signature

TIP

Date

2/11/16

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

Monique B. Williams, Branch Chief

Signature

Monique B Williams

Date

3/24/2016

REMARKS

CONTRACT SECURITY AND/OR  
CLASSIFICATION REQUIREMENTS (Continued)

INSTRUCTIONS FOR COMPLETING NRC FORM 187

NRC Form 187, "Contract Security and/or Classification Requirements," including attachments and supplements, furnishes the basis for providing security and classification requirements to contractors, subcontractors or others (e.g., bidders) who have or may have an NRC contractual relationship which requires access to classified information or matter, for unescorted access to nuclear power plants, access to Unclassified Safeguards Information, access to sensitive unclassified non-Safeguards Information, access to sensitive IT systems or data and/or access to NRC Headquarters buildings.

**WHO USES NRC FORM 187:** All organizations which have or may have an NRC contractual relationship of the nature set forth above.

**WHEN TO USE:** Responsibility for initiation of NRC Form 187 rests with the office or division sponsoring a contract, project, or consultant, or requesting that such work be conducted (e.g., at a Department of Energy (DOE) National Laboratory).

Early preparation and submission of this form will help assure that all necessary classification and security actions are initiated and if applicable a facility clearance must be granted prior to contract award. Experience has shown that incomplete information or untimely submission delays both the security and contractual process.

**WHERE TO SEND:** The form should be routed from the contract initiating office the appropriate contract specialist. Then the form should go to the Division of Facilities and Security. One copy should go to the Facilities Security Branch and another copy should go to the Personnel Security Branch. Once each branch reviews the form, the form will be officially signed off by the Director of Division of Facilities Security or their designee with the appropriate security clauses and/or additional actions. Finally, the form needs to be routed back to the Acquisitions Management Division within the Office of Administration for final signature.

**PREPARATION:** Items listed below directly correlate to the numbered items on NRC Form 187.

1. Identify the type of submission; is it new, revised or other? (Note: A revision supersedes all previously submitted NRC Form 187s for the same NRC contract number).
2. Identify the type of contract; is it commercial, commercial-small business, sole source, interagency agreement, or interagency agreement with a Department of Energy (DOE) Lab?
3. Input the contracting company's full legal name and address.
4. Enter the contract number, interagency agreement number, or job code for DOE projects.
5. Enter the start date for the contract.
6. Enter the end date for the contract.
7. Indicate whether the contract is a follow-on contract (i.e., is the contract in addition to another "parent" contract). If yes, then input the contract number, interagency agreement number, or job code that is being followed-on.
8. Enter the Cage Code for the Contractor Facility or DOE Facility Code
9. Contract Performance Requirements
  - a. Determine if the contract requires access to classified matter (e.g., information, systems, and/or material) then select the appropriate response. Look at Management Directive 12.2 and/or 32 CFR Part 2004 for guidance. If no is selected then proceed to Block 9.E.
  - b. Determine the highest level of classified matter the contractor will need access to then select the appropriate levels (e.g., Top Secret Restricted Data [RD] or Secret National Security Information [NSI]).
  - c. Determine if the contractor requires the ability to possess, generate, or store classified matter at the contractor's facility location. If no, is selected then proceed to Block 9.E.
  - d. Identify the appropriate types of classified matter the contractor will require access and check all appropriate boxes.
  - e. Determine if the contractor will require access to SGI or SGI-M as defined in Management Directive 12.7 and 10 CFR 73.21, 73.22, and 73.23.
  - f. Indicate whether the contractor will possess, store and/or generate SGI or SGI-M.
  - g. Indicate whether the contractor will require access to Sensitive Unclassified Non-Safeguards Information (SUNSI). Look at Management Directive 12.6 for guidance.
  - h. Determine if the contractor will need to possess, generate, and/or store SUNSI at the contractor's facility location.
  - i. If YES, is checked on blocks 9A, 9C, 9E, and/or 9F, then the contractor will require a Facility Clearance issued by the Facilities Security Branch concurrent with the contract award. Without a facility clearance, the contractor cannot conduct sensitive work on the contract.
  - j. Identify other performance requirements that may be needed by the contractor. Check all that apply.

**CONTRACT SECURITY AND/OR U.S. NUCLEAR REGULATORY COMMISSION  
CLASSIFICATION REQUIREMENTS (Continued)**

**INSTRUCTIONS FOR COMPLETING NRC FORM 187 (continued)**

10. Identify the classification guides that the contractor will be required to abide by while operating under the NRC contract (e.g., Management Directive 12.7, 10 Code of Federal Regulations (CFR) 73.22, and actual classification or designation guides for a specific topic).
11. Indicate whether the contractor is, or will include the use of subcontractors in order to meet the performance requirements of the contract. If marked yes, then provide the full legal name of the subcontractor company, the address, and the subcontractor's CAGE code, if any. Input this information in the box directly below item # 10 (Note: It is the COR's responsibility to notify FSB of any subcontractors added to a contract).
12. Enter the names of the individuals charged with reviewing the contractors and/or subcontractor's classified SUNSI, and SGI/SGI-M documents and reports.
13. Check the boxes of those required to be on distribution and signature.
14. Populate the names of the approving authorities in Section 14 and route form through those authorities. Any remarks made by the approving authorities will be included in the "Remarks" section at the bottom of the form.