

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER SBCR-16-0005/0006		PAGE OF 1 50			
2. CONTRACT NO. NRC-HQ-7P-16-C-0001			3. AWARD/ EFFECTIVE DATE		4. ORDER NUMBER ()		5. SOLICITATION NUMBER		
7. FOR SOLICITATION INFORMATION CALL:			a. NAME JERRY PURCELL			b. TELEPHONE NUMBER (No collect calls) 301-415-7142		8. OFFER DUE DATE/LOCAL TIME	
9. ISSUED BY US NRC - HQ ACQUISITION MANAGEMENT DIVISION MAIL STOP TWFN-5E03 WASHINGTON DC 20555-0001				CODE NRCHQ		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100.00 % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB <input checked="" type="checkbox"/> 8(A)			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING			
15. DELIVER TO US NUCLEAR REGULATORY COMMISSION- MAIL PROCESSING CENTER 4930 BOILING BROOK PARKWAY ROCKVILLE MD 20852		CODE NRCHQ		16. ADMINISTERED BY US NRC - HQ ACQUISITION MANAGEMENT DIVISION MAIL STOP TWFN-5E03 WASHINGTON DC 20555-0001		CODE NRCHQ			
17a. CONTRACTOR/ OFFEROR CORESPHERE LLC 13413 BISSEL LN POTOMAC MD 208541016		CODE 184768583		FACILITY CODE		18a. PAYMENT WILL BE MADE BY US NUCLEAR REGULATORY COMMISSION TWO WHITE FLINT NORTH 11545 ROCKVILLE PIKE MAILSTOP T9-B07 NRCPAYMENTSNRCGOV ROCKVILLE MD 20852-2738			
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT		23. UNIT PRICE	
		Contract title: Technical Assistance Support for the Office of Small Business and Civil Rights Accounting Info: 2016-X0200-FEEBASED-7P-7PD002-51-K-188-D1352-252A Funded: \$85,000.00 Accounting Info: 2016-X0200-FEEBASED-7P-7PD001-51-K-167-D1214-252A Funded: \$100,000.00 (Use Reverse and/or Attach Additional Sheets as Necessary)							
25. ACCOUNTING AND APPROPRIATION DATA See schedule						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$2,082,140.96			
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.						27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.			
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.						29. AWARD OF CONTRACT: REF. _____ 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>Shailesh Gupta</i>				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) <i>Monique B. Williams</i>					
30b. NAME AND TITLE OF SIGNER (Type or print) Shailesh Gupta, Managing Partner				30c. DATE SIGNED 05/09/2016		31b. NAME OF CONTRACTING OFFICER (Type or print) MONIQUE B. WILLIAMS			
						31c. DATE SIGNED 5/9/2016			

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PREVIOUS EDITION IS NOT USABLE

SUNSI REVIEW COMPLETE

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

MAY 19 2016

ADM002

TEMPLATE - ADM001

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Period of Performance: 05/30/2016 to 05/29/2021				

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 <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	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
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

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SECTION B – Continuation of Supplies/Services

B.1 TITLE

Technical Assistance Support for the Office of Small Business and Civil Rights

B.2 OBJECTIVE

The objective of this acquisition is to obtain technical assistance to support staff with providing economic and business development services to firms interested in conducting business with the NRC, as well as support in processing complaints of discrimination filed against the NRC and requests for ADR; assistance in planning EEO training seminars and conferences; and implementing and executing MSIP and compliance activities associated with OCCP.

B.3 CONSIDERATION AND OBLIGATION —TIME AND MATERIALS CONTRACT (AUG 2011)

- (a) The ceiling price to the Government for full performance under this contract is \$2,082,140.96.
- (b) The contract includes direct labor hours at specified fixed hourly rates, inclusive of wages, fringe, overhead, general and administrative expenses, and profit.
- (c) The amount presently obligated by the Government with respect to this contract is \$185,000.00.
- (d) It is estimated that the amount currently obligated will cover performance through November 15, 2016.
- (e) This is an incrementally funded contract and FAR 52.232-22 – “Limitation of Funds” applies.

(End of Clause)

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

This contract shall commence on May 30, 2016 and will expire on May 29, 2021 (inclusive of four one year options). The base year period of performance is May 30, 2016 – May 29, 2017. The term of this contract may be extended at the option of the Government for an additional 4 years with one-year option periods.

(End of Clause)

B.5 PRICE SCHEDULE

BASE PERIOD: 05/30/2016 – 05/29/2017

CLIN	DESCRIPTION	QTY	UNIT	HOURLY RATE	TOTAL PRICE
0001	Sr. EEO/Civil Rights Specialist		Hours		
0002	EEO/Civil Rights Specialist		Hours		
0003	Small Business Specialist		Hours		
0004	Project/Program Manager		Hours		
0005	ODC/Travel				
TOTAL BASE YEAR PRICE					\$392,763.04

OPTION PERIOD ONE: 05/30/2017 – 05/29/2018

CLIN	DESCRIPTION	QTY	UNIT	HOURLY RATE	TOTAL PRICE
1001	Sr. EEO/Civil Rights Specialist		Hours		
1002	EEO/Civil Rights Specialist		Hours		
1003	Small Business Specialist		Hours		
1004	Project/Program Manager		Hours		
1005	ODC/Travel				
TOTAL OPTION YEAR ONE PRICE					\$404,245.93

OPTION PERIOD TWO: 05/30/2018 – 05/29/2019

CLIN	DESCRIPTION	QTY	UNIT	HOURLY RATE	TOTAL PRICE
2001	Sr. EEO/Civil Rights Specialist		Hours		
2002	EEO/Civil Rights Specialist		Hours		
2003	Small Business Specialist		Hours		
2004	Project/Program Manager		Hours		
2005	ODC/Travel				

TOTAL OPTION YEAR TWO PRICE \$416,073.31**OPTION PERIOD THREE: 05/30/2019 – 05/29/2020**

CLIN	DESCRIPTION	QTY	UNIT	HOURLY RATE	TOTAL PRICE
3001	Sr. EEO/Civil Rights Specialist		Hours		
3002	EEO/Civil Rights Specialist		Hours		
3003	Small Business Specialist		Hours		
3004	Project/Program Manager		Hours		
3005	ODC/Travel				

TOTAL OPTION YEAR THREE PRICE \$428,255.51

OPTION PERIOD FOUR: 05/30/2020 – 05/29/2021

CLIN	DESCRIPTION	QTY	UNIT	HOURLY RATE	TOTAL PRICE
4001	Sr. EEO/Civil Rights Specialist		Hours		
4002	EEO/Civil Rights Specialist		Hours		
4003	Small Business Specialist		Hours		
4004	Project/Program Manager		Hours		
4005	ODC/Travel				

TOTAL OPTION YEAR FOUR PRICE \$440,803.17

TOTAL PRICE BASE AND ALL OPTIONS: \$2,082,140.96

B.6 STATEMENT OF WORK

B.6.1 Title of Project: Technical Assistance Support for the Office of Small Business and Civil Rights

B.6.2 Background

The U.S. Nuclear Regulatory Commission (NRC) is an independent Federal agency established by the Energy Reorganization Act of 1974 to regulate civilian use of nuclear materials. NRC's primary mission is to protect the public health and safety, and the environment from the effects of radiation from nuclear reactors, materials, and waste facilities. NRC also regulates these nuclear materials and facilities to promote the common defense and security. The agency's mission is supported by contracts with the business community for products and services that assist the agency in meeting its operational goals and objectives. The agency recognizes the importance of contract support and the vital role small businesses play in the economic well-being and security of the Nation.

The Office of Small Business and Civil Rights (SBCR) supports the NRC mission in protecting people and the environment by enabling the agency to have a diverse and inclusive workforce, to advance equal employment opportunity for employees and applicants, to provide fair and impartial processing of discrimination complaints, to afford maximum practicable prime and subcontracting opportunities for small businesses, and to allow for meaningful and equal access to agency-conducted and financially-assisted programs and activities including partnerships with Minority Serving Institutions (MSI).

The NRC Small Business Program is charged with ensuring the agency complies with small business-related laws and advocates for maximum practicable prime and subcontract opportunities. The Small Business Program directs an agency-wide program to meet the objectives of small business-related Federal statutes, regulations, Executive Orders, policies and other Federal small business goals. To that end, the NRC Small Business Program supports small businesses in agency contract operations through: acquisition compliance reviews; collaborative market research and strategic acquisition planning efforts; the recommendation of small business contract set-asides; participation in procurement conferences and fairs, sponsored by Federal, State and local Governments, the Congress and local communities to reach small business; and sponsorship of contract-related training, counsel and technical assistance to agency officials and to provide business development and assistance to the business community. These efforts are intended to maximize small business contracting; enable the agency to meet small business contracting goals and objectives; forge strategic business alliances; educate the business community on agency contracting opportunities and small businesses; and ensure a competitive and innovative supplier base to meet agency mission-related contracting needs.

The NRC Civil Rights Program directs an agency-wide program to ensure that complaints of alleged employment discrimination filed against the agency are processed under Equal Employment Opportunity (EEO) and civil rights statutes, regulations and Executive Orders. The Civil Rights Program provides for the prompt, fair, and impartial processing of employment discrimination complaints filed by employees, former employees and applicants who believe they have been subjected to discrimination based on race, color, national origin, religion (including reasonable accommodation for

religious beliefs and practices), gender (including gender-based wage discrimination or harassment), age (40 and over), mental or physical disability (including reasonable accommodation), sexual orientation, status as a parent, and/or genetic information. The Civil Rights Program is responsible for providing EEO counseling; investigating complaints; issuing final agency decisions on complaints; administering the agency's Alternative Dispute Resolution (ADR) program; establishing policies and procedures; conducting EEO training for agency staff; and completing monthly and annual reports on the status of EEO complaints.

The NRC Outreach and Compliance Coordination Program (OCCP) administers the agency's Minority Serving Institutions Program (MSIP) to provide support and assistance to MSIs to help build a diverse skilled workforce in accordance with: 1) Section 651(c)(4) of the Energy Policy Act of 2005 (42 U.S.C. Section 2015c); and 2) provisions set forth in White House Initiatives and Executive Orders (EOs) related to: Historically Black Colleges and Universities (EO 13532), American Indian and Alaska Native Education (EO 13592), Educational Excellence for Hispanics (EO13555), Asian Americans and Pacific Islanders (EO 13515), and Educational Excellence for African Americans (EO 13621).

The OCCP also administers the agency's external civil rights compliance programs to ensure equal opportunity and fair practices in NRC conducted and Federal financially assisted programs and activities in compliance with applicable antidiscrimination statutes, laws, guidelines, EOs, NRC and Federal regulations (e.g., Title 10 of the Code of Federal Regulations (10 CFR) Part 2, "Agency Rules of Practice and Procedure," Part 4, "Nondiscrimination in Federally Assisted Programs or Activities Receiving Federal Financial Assistance from the Commission," Part 5, "Nondiscrimination on the Basis of Sex in Education Programs, or Activities Receiving Federal Financial Assistance," and Part 19, "Notices, Instructions and Reports to Workers: Inspection and Investigation"), and other applicable legal authorities.

B.6.3 Objective

The objective of this acquisition is to obtain technical assistance to support staff with providing economic and business development services to firms interested in conducting business with the NRC, as well as support in processing complaints of discrimination filed against the NRC and requests for ADR; assistance in planning EEO training seminars and conferences; and implementing and executing MSIP and compliance activities associated with OCCP.

B.6.4 Scope of Work

The Contractor shall provide all resources necessary (i.e, personnel and material) to accomplish the tasks described in this Statement of Work (SOW).

Upon award of the contract, the Contractor shall attend a kick-off meeting at NRC Headquarters located in Rockville, Maryland. The NRC will provide a detailed overview of the project's objectives and operational expectations. In addition, the Contractor shall be required to discuss its approach for completing the work. The specific tasks to be performed by the Contractor under this effort are as follows:

Task 1: Small Business Program and Civil Rights Program

- Support the implementation of the NRC small business seminars and matchmaking events by reserving the appropriate internal and external location, conducting site surveys through telephone and face-to-face conferences, coordinating all logistics, securing speakers, and reviewing the PowerPoint slides used for the seminar and suggest any revisions or additions that would improve effectiveness of the seminar presentation. The PowerPoint slides will be provided to the Contractor via email five (5) business days prior to the presentation date.
- Support the implementation of the internal acquisition training for NRC certified Contracting Officer Representatives (CORs) regarding the Federal Small Business Program (acquisition planning, market research, contract vehicles, portfolio of small business programs, technical aspects of set-asides, etc.). The Contractor shall assist in drafting training materials created by the Small Business Program Manager that explain the Federal Small Business Program.
- Support for NRC's Small Business Program's public website which shall include a review of the Small Business Program's public website's content, located at: <http://www.nrc.gov/about-nrc/contracting/small-business.html>. The review shall identify areas requiring correction, updating, additions, or improvements in the public's understanding of economic and business development services, contract opportunities, outreach events, Federal portfolio of small business programs and the Federal acquisition process, as it relates to the Federal small business program.
- Facilitate capability presentations between senior small business executives and relevant agency technical experts/end-users to explore how businesses may support the mission and objectives of the agency, foster business development, and ensure that the agency continues to benefit from an innovative and competitive supplier base.
- Support the monitoring of small business prime contract performance by tracking NRC small business contract performance and updating a goal spreadsheet that shall be provided by the NRC COR quarterly.
- Support the Small Business Program's various other ad-hoc technical program requirements as needed.

Task 2: Civil Rights Program

- Support the Civil Rights Program by processing informal and formal EEO complaints to include counselling and investigating complaints, preparing EEO Counselor's Reports, preparing letters of acceptance/dismissal, reviewing Reports of Investigation to ensure they contain sufficient evidence, and overseeing the work of contract mediators, investigators or others in compliance with EEO complaint processing rules and regulations.
- Support the Civil Rights Program by maintaining and updating data in the automated tracking system (iComplaints) for contacts, informal and formal EEO complaints, and requests for ADR. Assist staff in the preparation of monthly

status reports to monitor complaint activities, quarterly reports under the Notification and Federal Employee Antidiscrimination Act of 2002 (No FEAR Act), and the Annual Federal Equal Employment Opportunity Statistical Report of Discrimination Complaints (462 Report). These reports are work products and are not deliverables to be submitted to the NRC by the Contractor.

- Support the Civil Rights Program by preparing and maintaining EEO complaint files, assigning case numbers, monitoring compliance with settlement agreements, developing EEO related forms, and finalizing general memoranda, letters, policy statements and reports.
- Support the Civil Rights Program using various software applications (i.e., Windows and iComplaints), for the preparation of spreadsheets, word processing, desktop publishing, and graphics to generate custom documents for EEO counselor and staff training.
- Provide support for NRC's Civil Rights Program public website which shall include a review of the Civil Rights Program's public website's content, located at: <http://www.nrc.gov/about-nrc/civil-rights/crp.html>. The Contractor shall review and identify areas requiring correction, updating, additions, or improvements in the content as it is related to the agency's Civil Rights and ADR Programs.
- Support the implementation of the NRC Civil Rights Program's ADR Program by reserving the appropriate location, coordinating logistics, securing mediators and documenting ADR mediations in complaint files. The specifics for location and logistics will be provided by the NRC staff upon initiation of the work. Any documentation under this task related to the ADR mediations is a work product and not a deliverable to be submitted by the Contractor to the NRC COR.
- Support the Civil Rights Program's various other ad-hoc technical assistance support-related program requirements as needed.

Task 3: Outreach and Compliance Coordination Program

- Support the planning and execution of a broad range of program activities related to the Minority Serving Institutions Program (MSIP) and Minority Serving Institution (MSI) Grants Program.
- Assist MSIs in their efforts to: achieve academic excellence; develop human capital (faculty and students); build capability, capacity, and infrastructure; gain the knowledge and skills needed to effectively compete for, and secure grants, contracts, cooperative agreements, other federal, public and private resources; participate in Federal, public and private programs, activities, and funding opportunities; and develop a diverse, and skilled workforce within the Science, Technology, Engineering, and Math (STEM) fields.
- Perform tasks to assist the project manager such as: outreach; recruitment; networking; coordination of efforts; monitoring; training; information/data collections for use in reports, plans and briefings; draft reports/plans; develop,

build relationships, partnerships and promote involvement in MSI activities between the Federal government agencies, public-private agencies/organizations, educational institutions (International Higher Educations, K-12), businesses, and others across the nation; conduct, and/or participate in workshops, conferences, fairs, events, activities and symposiums; act as a liaison/representative at various related events, functions, and meetings, and perform other similar tasks.

- Support implementation and execution activities associated with OCCP compliance subprograms.
- Perform compliance tasks such as: outreach activities— (e.g., assist the PM with making awarded grantees aware of civil rights obligations and compliance requirements through verbal and written communications); technical assistance; monitoring program activities; reviewing Equal Opportunity reports; collecting compliance information/data; preparing compliance reports; developing, conducting, and/or participating in workshops, conferences, fairs, events, activities and symposiums; acting as a liaison/representative at compliance related events, functions, and meetings; and performing other similar tasks.

Under this contract, the Contractor may be required to provide assistance to the NRC by revising documents (i.e., work products) related to work under Task 1, Task 2 and/or Task 3. As directed by the NRC, the Contractor shall provide draft documents to the NRC COR in electronic form. The electronic formats used by the NRC for performance under this contract are MS Word, Excel, PowerPoint, and Adobe Acrobat (PDF). The font size to be used on all documents shall be Arial 11 with one (1) inch margins on both sides, except for PowerPoint Presentations. Upon receipt of the draft documentation, the NRC COR will review and provide comments, via email, to the Contractor within five (5) business days. The Contractor shall modify the draft version, based on comments provided by the NRC COR, within three (3) business days, to develop the final version of the documentation. The final draft version of the document shall be submitted via email to the NRC COR for acceptance within five (5) business days.

B.6.5 Estimated Labor Categories, Key Personnel and Levels of Effort

Labor Categories, Requirements and Key Personnel. Personnel working under this contact shall meet the minimum requirements for experience and education, as follows:

Labor Category	Position Minimum Requirements	Key Personnel* (yes or no)
Program Manager	Minimum of at least 3 years of experience administering and conducting education investment programs, projects, and activities that provide support to MSIs in the area of Small Business and Civil Rights, Civil Rights Program, and Minority and Outreach and Compliance Coordination.	Yes
Sr. EEO/Civil Rights Specialist	Minimum of at least five years in administering and conducting educational	Yes

	investment programs, projects, and activities that provide support and assistance to Minority Serving Institutions (MSIs) (including their faculty and students) consistent with the objectives of: NRC's MSI Program (MSIP), provisions in the Energy Policy Act of 2005 (related to establishing MSI educational partnership programs), Federal regulations (e.g. Science Competitiveness Act), and applicable Presidential Executive Orders directed towards specific MSIs.	
EEO/Civil Rights Specialist	Minimum of at least two years of experience in EEOC regulations Title 29 Code of Federal Regulations (CFR) Part 1614 and EEOC Management Directive 110, Federal Sector Complaint Processing Manual; a variety of EEO and civil rights laws and Regulations such as: Title VII of the Civil Rights Act of 1964, as amended; the Age Discrimination Act of 1967, as amended; the Equal Pay Act of 1963, as amended; Executive Order 11478 EEO Opportunity in the Federal Government ; the Genetic Information Nondiscrimination Act of 2008; the Rehabilitation Act of 1973, as amended; and the Notification and Federal Employee Antidiscrimination Act of 2002 (No FEAR Act).	Yes
Small Business Specialist	Minimum experience of at least five years in Federal acquisition planning and market research procedures used to evaluate the capacity and capability of the small business community; Federal Women-Owned Small Business Program, Service-Disabled Veteran-Owned Small Business Program, 8(a) Business Development Program, and the Historically Underutilized Business Zones Program; and Federal Procurement Data System Next-Generation, http://usaspending.gov/ , and the Small Business Dashboard.	Yes

Level-of-Effort (in hours). Estimate the number of hours required for each labor category, including base and option periods.

	Base Year	Option 1	Option 2	Option 3	Option 4	Total
Labor Category	Estimated Hours	Estimated Hours	Estimated Hours	Estimated Hours	Estimated Hours	
Sr. EEO/Civil Rights Specialist	1920	1920	1920	1920	1920	9,600
EEO/Civil Rights Specialist	1920	1920	1920	1920	1920	9,600
Small Business Specialist	1920	1920	1920	1920	1920	9,600

B.6.6 Reporting Requirements

The Contractor shall provide a Monthly Letter Status (MLSR) which consists of a technical progress report and financial status report. This report will be used by the Government to assess the adequacy of the resources proposed by the contractor to accomplish the work contained in this SOW and provide status of contractor progress in achieving tasks and producing deliverables. The report shall include contract/order summary information, work completed during the specified period, milestone schedule information, problem resolution, travel plans, and staff hour summary.

The Monthly Letter Status Report shall be provided to the NRC COR and Alternate NRC COR electronically by the 15th of each month.

B.6.7 Place of Performance

The work to be performed under this contract will be primarily performed at U.S. Nuclear Regulatory Commission White Flint Headquarters Complex 11555 Rockville Pike, Rockville, Maryland 20852-2738

Work may also be completed at an alternate work location at the approval of the contracting officer's representative (COR) on an episodic basis. The NRC will not reimburse the Contractor for work performed at an alternate worksite.

B.6.8 Recognized 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

B.6.9 Hours of Operation

The Contractor shall complete their work during business hours occurring Monday through Friday from 8:00 a.m. to 5:00 p.m. excluding Federal holidays.

B.6.10 Contractor Travel

The Contractor and staff performing under this effort shall be required to attend a 1-day kick-office meeting at NRC Headquarters located in Rockville, Maryland on or around March 29, 2016. The date will be finalized by the COR after award.

In addition, the Contractor shall be periodically required to travel to various locations (i.e., vendor events, colleges, etc.) in support of task 1 and 3. Approximately \$20,000 will be expended annually for travel, \$100K for the entire contract life. The Contractor will be authorized travel expenses consistent with the substantive provisions of the Federal Travel Regulation (FTR) and the limitation of funds specified in this contract/order. All travel requires written Government approval from the CO, unless otherwise delegated to the COR.

All travel will be domestic and for a duration of no more than 7 days per trip. The number of trips will be determined annually based on the necessity of the program in which the Contractor is providing service; however, approximately 30 trips will be made annually with no more than one Contractor in attendance per trip.

Travel will be reimbursed in accordance with FAR 31.205-46, "Travel costs" and the General Services Administration's Federal Travel Regulations at:

<http://www.gsa.gov/portal/content/104790>

Contractor will be authorized travel expenses consistent with the Federal Travel Regulation (FTR) and the limitation of funds specified in the travel line item of this contract/order. All travel requires prior written Government approval from the CO, unless otherwise delegated to the COR.

B.6.11 Government-Furnished Property

The NRC will provide or make available to the Contractor at the worksite in Rockville, Maryland, Government furnished space, office supplies, and IT equipment (computer monitor, keyboard), IT services, and IT access (e.g., Internet) necessary to provide the required services. The Contractor is responsible for providing personnel with existing knowledge and significant experience in using office information technology equipment. The Contractor is responsible for the Contractor employees appropriate use of Government furnished equipment, services, and access.

The following GFP will be provided to the Contractor:

GFP Item	Quantity	Date provided to Contractor
<i>Computer (monitors and PC)</i>	1	Upon contract award.
Telephone	1	Upon contract award.
Printer (office LAN printer)	1	Upon contract award.

B.6.12 Access to Government Property and Facilities

The Contractor is permitted unescorted access to the Government's facilities, as specified below:

U.S. Nuclear Regulatory Commission White Flint Headquarters Complex 11555
Rockville Pike
Rockville, Maryland 20852-2738

SECTION C – Contract Clauses

C.1 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 provided 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 FAR 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 met 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 32.60702).

(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.
- (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 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 of the FAR;

(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 FAR 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 Use 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.

(End of Clause)

C.2 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS. (FEB 2016) - ALTERNATE II (OCT 2015)

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

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

☐ (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 Representation (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 (FEB 2016) (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).

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

☐ (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).

☒ (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).

☐ (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)(1) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), or an authorized representative of either of the foregoing officials shall have access to and right to-

(i) Examine any of the Contractor's or any subcontractors' records that pertain to, and involve transactions relating to, this contract; and

(ii) Interview any officer or employee regarding such transactions.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), and (c), of this clause, the Contractor is not required to flow down any FAR clause in a subcontract for commercial items, other than-

(i) Paragraph (d) of this clause. This paragraph flows down to all subcontracts, except the authority of the Inspector General under paragraph (d)(1)(ii) does not flow down; and

(ii) Those clauses listed in this paragraph (e)(1). Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

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

(B) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5).

(C) 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.

(D) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

(E) 52.222-26, Equal Opportunity (APR 2015) (E.O. 11246).

(F) 52.222-35, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).

(G) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).

(H) 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.

(I) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

(J) __ (1) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627).

__ (2) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(K) 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).

(L) 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).

(M) 52.222-54, Employment Eligibility Verification (OCT 2015) (Executive Order 12989).

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

(O) 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.

(P) 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.

(End of Clause)

C.3 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 7 days of contract expiration.

(End of Clause)

C.4 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 7 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

(End of Clause)

C.5 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 NRC 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 NRC 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 NRC.

(End of clause)

C.6 52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)

(a) Definitions. As used in this clause -

"Driving" - (1) Means operating a motor vehicle on an active roadway with the motor running, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise.

(2) Does not include operating a motor vehicle with or without the motor running when one has pulled over to the side of, or off, an active roadway and has halted in a location where one can safely remain stationary.

"Text messaging" means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service

texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include glancing at or listening to a navigational device that is secured in a commercially designed holder affixed to the vehicle, provided that the destination and route are programmed into the device either before driving or while stopped in a location off the roadway where it is safe and legal to park.

(b) This clause implements Executive Order 13513, Federal Leadership on Reducing Text Messaging while Driving, dated October 1, 2009.

(c) The Contractor is encouraged to -

(1) Adopt and enforce policies that ban text messaging while driving -

(i) Company-owned or rented vehicles or Government-owned vehicles; or

(ii) Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.

(2) Conduct initiatives in a manner commensurate with the size of the business, such as -

(i) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

(ii) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(d) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts that exceed the micro-purchase threshold.

(End of Clause)

C.7 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 addresses: <https://www.acquisition.gov/?q=browsefar>;
<http://neat.nrc.gov/libraries/librarydocument.aspx?librarydocumentid=2699>

52.203-5 COVENANT AGAINST CONTINGENT FEES (MAY 2014)

52.203-7 ANTI-KICKBACK PROCEDURES (MAY 2014)

52.232-22 LIMITATION OF FUNDS (APR 1984)

C.8 2052.217-70 KEY PERSONNEL (JAN 1993)

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

- Mr. Rajiv Bartakke, Project/Program Manager

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

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

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

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

(End of Clause)

C.9 2052-215-71 PROJECT OFFICER AUTHORITY (OCT 1999)

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

*Name: Caroline Cho
Address: 11555 Rockville Pike
OWN-03-G04
Rockville, MD 20852*

Telephone Number: (301) 415-2643

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

(1) Technical direction to the contractor which shifts work emphasis between areas of

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

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

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

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

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

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

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

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

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

(d) All technical directions must be issued in writing by the project officer or must be confirmed by the project officer in writing within ten (10) working days after verbal issuance. A copy of the written direction must be furnished to the contracting officer. A copy of NRC Form 445, Request for Approval of Official Foreign Travel, which has received final approval from the NRC must be furnished to the contracting officer.

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

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

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

(h) A failure of the parties to agree upon the nature of the instruction or direction or upon

the contract action to be taken with respect to the instruction or direction is subject to §52.233-1 - Disputes.

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

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

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

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

(End of Clause)

SECTION D - List of Documents, Exhibits and Other Attachments

ATTACHMENT 1

D.1 MONTHLY LETTER STATUS REPORT

Reporting Period Start Date		Reporting Period End Date	
NRC Agreement Number	Task Order Number (if applicable)		Common Cost Center Code
Project Title			
Period of Performance Start Date		Period of Performance End Date	
COR	Telephone	E-mail	
DOE Laboratory			
DOE Site Address			
Principal Investigator	Telephone	E-mail	

Financial Status Section

I. Overall Funding

Current Month Cost: \$
Total Ceiling Amount: \$
Total Amount of Funds Obligated to Date: \$
Total Amount of Funds Expended to Date: \$
Percentage of Funds Expended to Date: %
Balance of Obligated Funds Remaining: \$
Total Estimated Encumbered Costs: \$
Balance Available Less Estimated Encumbered Costs: \$

II. DOE Laboratory Acquired Property

Item*	Description	Manufacturer	Model Number	Serial Number	Acquisition Cost (\$)	Receipt Date	Property Identification Number

*Asterisk represents sensitive item

III. NRC-Funded Software Developed

Name*	Function	Development Cost (\$)	Computer Language Used	Operating System	Location of System	Date Software Completed	Date of Scheduled Replacement/Useful Life

*Asterisk represents sensitive software

Technical Status Section

I. Deliverables/Milestones Schedule

Task	Description	Planned Completion Date	Revised Completion Date (if applicable)	Actual Completion Date

II. Progress During Reporting Period

III. Travel

IV. Description of Estimated Encumbered Costs

V. Anticipated and Encountered Problem Areas

VI. Plans for the Next Reporting Period LICENSE FEE RECOVERY COST STATUS (Applicable to Fee-Recoverable work only)

Reporting Period Start Date		Reporting Period End Date	
NRC Agreement Number	Task Order Number (if applicable)	Common Cost Center Code	
Project Title			

Task Order Number	Facility Name/Unit Number	Docket Number	TAC Number	Period* Costs	Fiscal Year Costs to Date	Cumulative Costs to Date

*Includes DOE Added Factor of 3%

ATTACHMENT 2

D.2 BILLING INSTRUCTIONS FOR LABOR HOUR/TIME AND MATERIALS TYPE CONTRACTS (JUNE 2008)

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

The contractor shall prepare vouchers/invoices as prescribed herein. FAILURE TO SUBMIT VOUCHERS/INVOICES IN ACCORDANCE WITH THESE INSTRUCTIONS WILL RESULT IN REJECTION OF THE VOUCHER/INVOICE AS IMPROPER.

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

Number of Copies: A signed original shall be submitted. If the voucher/invoice includes the purchase of any property with an initial acquisition cost of \$50,000 or more, a copy of the signed original is also required.

Designated Agency Billing Office: The preferred method of submitting vouchers/invoices is electronically to the Department of the Interior at NRCPayments@nrc.gov

If the voucher/invoice includes the purchase of any property with an initial acquisition cost of \$50,000 or more, a copy of the signed original shall be electronically sent to: Property@nrc.gov

However, if you submit a hard-copy of the voucher/invoice, it shall be submitted to the following address:

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

If you submit a hard-copy of the voucher/invoice and it includes the purchase of any property with an initial acquisition cost of \$50,000 or more, a copy of the signed original shall be mailed to the following address:

U.S. Nuclear Regulatory Commission
NRC Property Management Officer
Mail Stop: O-4D15
Washington, DC 20555-0001

HAND-CARRIED SUBMISSIONS WILL NOT BE ACCEPTED

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 claims for reimbursement once each month, unless otherwise authorized by the Contracting Officer.

Format: Claims shall be submitted in the format depicted on the attached sample form entitled "Voucher/Invoice for Purchases and Services Other than Personal" (see Attachment 1). The sample format is provided for guidance only. The format is not required for submission of a voucher/invoice. Alternate formats are permissible provided all requirements of the billing instructions are addressed.

Billing of Cost 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 voucher/invoice, the contractor shall clearly mark it "EXPIRATION VOUCHER" or "EXPIRATION INVOICE".

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

Currency: Billings may be expressed in the currency normally used by the contractor in maintaining his accounting records and payments will be made in that currency. However, the U.S. dollar equivalent for all vouchers/invoices paid under the contract may not exceed the total U.S. dollars authorized in the contract.

Supersession: These instructions supersede any previous billing instructions.

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

1. Official Agency Billing Office

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

2. Voucher Information

a. Payee's DUNS Number or DUNS+4. The Payee shall include the Payee's Data Universal Number (DUNS) or DUNS+4 number that identifies the Payee's name and address. The DUNS+4 number is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the Payee to identify alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.

b. Payee's Name and Address. Show the name of the Payee as it appears in the contract and its correct address. If the Payee assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Payee shall require

as a condition of any such assignment, that the assignee shall register separately in the Central Contractor Registration (CCR) database at <http://www.ccr.gov> and shall be paid by EFT in accordance with the terms of this contract. See Federal Acquisition Regulation 52.232-33(g) Payment by Electronic Funds Transfer - Central Contractor Registration (October 2003).

c. Contract Number. Insert the NRC contract number.

d. Voucher/Invoice. The appropriate sequential number of the voucher/invoice, 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.

e. Date of Voucher/Invoice. Insert the date the voucher/invoice is prepared.

f. Billing period. Insert the beginning and ending dates (day, month, and year) of the period during which costs were incurred and for which reimbursement is claimed.

g. Required Attachments (Supporting Documentation). Direct Costs. The contractor shall submit as an attachment to its invoice/voucher cover sheet a listing of labor categories, hours billed, fixed hourly rates, total dollars, and cumulative hours billed to date under each labor category authorized under the contract/purchase order for each of the activities to be performed under the contract/purchase order. The contractor shall include incurred costs for: (1) travel, (2) materials, including non-capitalized equipment and supplies, (3) capitalized nonexpendable equipment, (4) materials handling fee, (5) consultants (supporting information must include the name, hourly or daily rate of the consultant, and reference the NRC approval), and (6) subcontracts (include separate detailed breakdown of all costs paid to approved subcontractors during the billing period) with the required supporting documentation, as well as the cumulative total of each cost, billed to date by activity.

3. Definitions

- a. Non-capitalized Equipment, Materials, and Supplies. These are equipment other than that described in number (4) below, plus consumable materials, 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.
- b. Capitalized Non Expendable Equipment. 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) the item number for the specific piece of equipment listed in the property schedule of the contract; or (b) the Contracting Officer's approval letter if the equipment is not covered by the property schedule.
- c. *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.

Sample Voucher Information (Supporting Documentation must be attached)

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

Amount Billed

	<u>Current Period</u>	<u>Cumulative</u>
(f) <u>Direct Costs:</u>		
(1) Direct Labor	\$ _____	\$ _____
(2) Travel	\$ _____	\$ _____
(3) Materials	\$ _____	\$ _____
(4) Equipment	\$ _____	\$ _____
(5) Materials Handling Fee	\$ _____	\$ _____
(6) Consultants	\$ _____	\$ _____
(7) Subcontracts	\$ _____	\$ _____
Total Direct Costs:	\$ _____	\$ _____



CONTRACT SECURITY AND/OR CLASSIFICATION REQUIREMENTS

1. Type of Submission Other (Please fill in) Renewal		3. Contractor Company Full Name and Complete Address (Prime Contractor) CoreSphere, LLC 13413 Bissel Lane Potomac, MD 20854	
2. Type of Contract Commercial			
4. Contract Number, IAA Number, or Job Code for DOE Projects NRC-HQ-7P-16-C-0001		5. Contract Start Date 10/01/2015	6. Contract End Date 09/30/2019
7. Is this contract a follow-on contract? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		8. Contractor Cage Code or DOE Facility Code <div style="border: 1px solid black; height: 20px; width: 100%;"></div>	
9. Contract Performance Requirements			
A. Will the contract require access to classified matter (information, systems, and/or material) (i.e., 32 CFR Part 2004 or MD 12.2)? <input type="checkbox"/> Yes (continue) <input checked="" type="checkbox"/> No (if no, proceed to Block 9.E.)			
B. What is the highest level of classified matter the contractor will need to access to perform contract responsibilities? <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <div style="border: 1px solid black; padding: 2px; flex: 1;">Select 1st Level of Classification.</div> <div style="border: 1px solid black; padding: 2px; flex: 1;">Select 2nd Level of Classification</div> </div>			
C. To carry out requirements of the contract, will the contractor need to possess, generate, or store classified matter at the contractor facility location? <input type="checkbox"/> Yes (continue) <input checked="" type="checkbox"/> No (if no, proceed to Block 9.E.)			
D. Choose all that apply: in regards to classified matter, the contractor will require:			
<div style="display: flex; flex-wrap: wrap;"> <div style="width: 50%;"> <input type="checkbox"/> 1) Access to Foreign Intelligence Information </div> <div style="width: 50%;"> <input type="checkbox"/> 2) Receipt and storage (i.e., safeguarding) of classified matter </div> <div style="width: 50%;"> <input type="checkbox"/> 3) Access to cryptographic material or other classified COMSEC information </div> <div style="width: 50%;"> <input type="checkbox"/> 4) Access to classified matter or information processed by another agency </div> <div style="width: 50%;"> <input type="checkbox"/> 5) Use of a classified information technology processing system </div> <div style="width: 50%;"> <input type="checkbox"/> 6) Generation of classified at Contractor facility location </div> <div style="width: 50%;"> <input type="checkbox"/> 7) Generation of classified matter at an NRC facility </div> </div>			
E. Will the contractor require access to Safeguards Information or Safeguards Information - Modified Handling Information (i.e., 10 CFR 73.21, 73.22, and/or 73.23)?			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
F. Will the contractor possess, generate, or store SGI or SGI-M at the contractor facility?			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
G. Will the contractor require access to any Sensitive Unclassified Non-Safeguards Information (SUNSI) or sensitive information technology (IT) Systems (i.e., MD 12.6)?			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
H. Will the contractor possess, generate, or store SUNSI or have access to NRC sensitive IT systems at the contractor facility?			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
I. Was, "Yes" checked to Block 9.A., Block 9.C., Block 9.E., or Block 9.F.? (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
J. Choose all that apply:			
<div style="display: flex; flex-wrap: wrap;"> <div style="width: 50%;"> <input type="checkbox"/> 1) Unescorted Access is required to Nuclear Power Plants. </div> <div style="width: 50%;"> <input type="checkbox"/> 5) Require operation of government vehicles or transport passengers for the NRC. </div> <div style="width: 50%;"> <input type="checkbox"/> 2) Access is required to Unclassified Safeguards Information. </div> <div style="width: 50%;"> <input type="checkbox"/> 6) Will operate hazardous equipment at NRC facilities. </div> <div style="width: 50%;"> <input checked="" type="checkbox"/> 3) Access is required to Sensitive IT Systems and Data. </div> <div style="width: 50%;"> <input type="checkbox"/> 7) Required to carry firearms. </div> <div style="width: 50%;"> <input checked="" type="checkbox"/> 4) Unescorted Access to NRC Headquarters Building. </div> <div style="width: 50%;"> <input type="checkbox"/> 8) Found to use or admit to use of illegal drugs. </div> </div>			

CONTRACT SECURITY AND/OR
CLASSIFICATION REQUIREMENTS (Continued)

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)

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

N/A

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

N/A

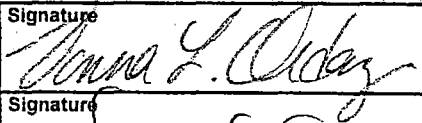
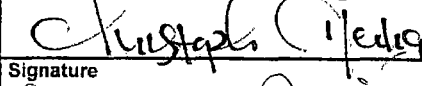
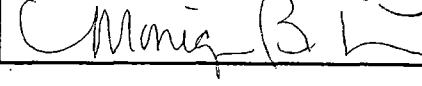
Typed or Printed Name and Title of a Qualified Designator for SGI, and SGI-M (i.e., person must be qualified per MD 12.4)

N/A

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	Signature	Date
Vonna L. Ordaz		9/3/15
B. Typed or Printed Name of Director, Division of Facilities and Security	Signature	Date
Timothy I. Pulliam		1/11/2016
C. Typed or Printed Name of Director, Acquisitions Management Division	Signature	Date
Monique B. Williams		2/23/2016

REMARKS