

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <small>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</small>				1. REQUISITION NUMBER ADM-16-0044		PAGE OF 1 88	
2. CONTRACT NO. NRC-HQ-40-16-C-0005		3. AWARD/ EFFECTIVE DATE 07/01/2016		4. ORDER NUMBER		5. SOLICITATION NUMBER NRC-HQ-40-16-R-0006	
6. SOLICITATION ISSUE DATE 12/21/2015		7. FOR SOLICITATION INFORMATION CALL:		a. NAME DANIEL APP		b. TELEPHONE NUMBER (No collect calls) 301-415-6985	
8. OFFER DUE DATE/LOCAL TIME ET		9. ISSUED BY US NRC - HQ ACQUISITION MANAGEMENT DIVISION MAIL STOP TWFN-5E03 WASHINGTON DC 20555-0001		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: % FOR: <input type="checkbox"/> SMALL BUSINESS <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) NAICS: 561730 SIZE STANDARD: \$7.5			
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 CODE				16. ADMINISTERED BY CODE NRCCHQ		14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	
17a. CONTRACTOR/ OFFEROR RIFE INTERNATIONAL LLC 10411 MOTOR CITY DR STE 750 BETHESDA MD 20817-1289		17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>		18a. PAYMENT WILL BE MADE BY CODE NRCPAYMENTS US NUCLEAR REGULATORY COMMISSION TWO WHITE FLINT NORTH 11545 ROCKVILLE PIKE MAILSTOP T9-B07 NRCPAYMENTSNRGGOV ROCKVILLE MD 20852-2738			
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT	
		The purpose of this contract is for the contractor to provide Grounds Maintenance, Snow and Ice Removal. Period of Performance: 07/01/2016 to 06/30/2017 SBA number: 0353/16/602211 (Use Reverse and/or Attach Additional Sheets as Necessary)					
				23. UNIT PRICE		24. AMOUNT	
25. ACCOUNTING AND APPROPRIATION DATA 2016-X0200-FEEBASED-40-40D004-51-F-127-1070-252T				26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$912,846.80			
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 checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.			
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.				29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR 				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 			
30b. NAME AND TITLE OF SIGNER (Type or print) Kwabena Osei-Sarpong - President		30c. DATE SIGNED 6/8/2016		31b. NAME OF CONTRACTING OFFICER (Type or print) MATTHEW BUCHER		31c. DATE SIGNED 6-14-2016	

TEMPLATE - ADM001

SUNSI REVIEW COMPLETE

JUN 21 2016

ADM002

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY		
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT			42a. RECEIVED BY (<i>Print</i>)	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42b. RECEIVED AT (<i>Location</i>)	
			42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS

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

- (a) The title of this project is: Grounds Maintenance, Snow and Ice removal.
- (b) Summary work description: The Contractor shall be required to provide grounds maintenance and snow & ice removal services as defined in this contract.

B.2 CONSIDERATION AND OBLIGATION

- (a) The ceiling price to the Government for full performance under this contract is \$912,846.80
- (b) The contract includes: (1) 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) This is an incrementally-funded contract and FAR 52.232-22 – "Limitation of Funds"

B.3 PRICE SCHEDULE

Base Year: 07/01/2016 – 06/30/2017

CLIN	Grounds Maintenance:	Est. Qty.	Unit	Unit Price	Total
0001	General Grounds Maintenance, including landscaping services - Firm Fixed Priced		Month		
0002	Annual Mulching Spring		LOT		
0002a	Annual Mulching Fall		LOT		
0003	Annual turf renovation.		LOT		
0004	Annual planting of flowers and new plant material.		LOT		
0005	Annual Turf Fertilization		LOT		
	Total for Grounds Maintenance				
	Ice and Snow Removal NOAA DCA			Unit Price Per Event	
0006	Snow or Ice pre-treatment – will require prior approval from the NRC COR				
0007	Ice or sleet event of any amount – will require prior approval from the NRC COR				
0008	Snow accumulation event of three inches or less				
0009	Snow accumulation event 3-6 inches;				
0010	Snow accumulation event 6-10 inches;				
0011	Snow accumulation event 10-13 inches;				

0012	Price per inch for every inch after 13 inches;				
0013	After snow event clean up. – price per day				
0014	Haul snow off site – price per tandem truckload				
	Estimated dollar value for all ice and snow removal events			NTE	
0015	Reimbursable Services			NTE	
	Total Amount for Base Year				\$192,399.95

Option Year 1: 07/01/2017 – 06/30/2018

CLIN	Grounds Maintenance:	Est. Qty.	Unit	Unit Price	Total
0001	General Grounds Maintenance, including landscaping services - Firm Fixed Priced		Month		
0002	Annual Mulching Spring		LOT		
0002a	Annual Mulching Fall		LOT		
0003	Annual turf renovation.		LOT		
0004	Annual planting of flowers and new plant material.		LOT		
0005	Annual Turf Fertilization		LOT		
	Total for Grounds Maintenance				
	Ice and Snow Removal NOAA DCA			Unit Price Per Event	
0006	Snow or Ice pre-treatment – will require prior approval from the NRC COR				
0007	Ice or sleet event of any amount – will require prior approval from the NRC COR				
0008	Snow accumulation event of three inches or less				
0009	Snow accumulation event 3-6 inches;				
0010	Snow accumulation event 6-10 inches;				
0011	Snow accumulation event 10-13 inches;				
0012	Price per inch for every inch after 13 inches;				
0013	After snow event clean up. – price per day				
0014	Haul snow off site – price per tandem truckload				
	Estimated dollar value for all ice and snow removal events			NTE	
0015	Reimbursable Services			NTE	
	Total Amount for Option Year 1				

Option Year 2: 07/01/2018 – 06/30/2019

CLIN	Grounds Maintenance:	Est. Qty.	Unit	Unit Price	Total
0001	General Grounds Maintenance, including landscaping services - Firm Fixed Priced		Month		
0002	Annual Mulching Spring		LOT		
0002a	Annual Mulching Fall		LOT		
0003	Annual turf renovation.		LOT		
0004	Annual planting of flowers and new plant material.		LOT		
0005	Annual Turf Fertilization		LOT		
	Total for Grounds Maintenance				
	Ice and Snow Removal NOAA DCA			Unit Price Per Event	
0006	Snow or Ice pre-treatment – will require prior approval from the NRC COR				
0007	Ice or sleet event of any amount – will require prior approval from the NRC COR				
0008	Snow accumulation event of three inches or less				
0009	Snow accumulation event 3-6 inches;				
0010	Snow accumulation event 6-10 inches;				
0011	Snow accumulation event 10-13 inches;				
0012	Price per inch for every inch after 13 inches;				
0013	After snow event clean up. – price per day				
0014	Haul snow off site – price per tandem truckload				
	Estimated dollar value for all ice and snow removal events			NTE	
0015	Reimbursable Services			NTE	
	Total Amount for Option Year 2				\$180,446.50

Option Year 3: 07/01/2019 – 06/30/2020

CLIN	Grounds Maintenance:	Est. Qty.	Unit	Unit Price	Total
0001	General Grounds Maintenance, including landscaping services - Firm Fixed Priced		Month		
0002	Annual Mulching Spring		LOT		
0002a	Annual Mulching Fall		LOT		
0003	Annual turf renovation.		LOT		
0004	Annual planting of flowers and new plant material.		LOT		
0005	Annual Turf Fertilization		LOT		
	Total for Grounds Maintenance				
	Ice and Snow Removal NOAA DCA			Unit Price Per Event	
0006	Snow or Ice pre-treatment – will require prior approval from the NRC COR				
0007	Ice or sleet event of any amount – will require prior approval from the NRC COR				
0008	Snow accumulation event of three inches or less				
0009	Snow accumulation event 3-6 inches;				
0010	Snow accumulation event 6-10 inches;				
0011	Snow accumulation event 10-13 inches;				
0012	Price per inch for every inch after 13 inches;				
0013	After snow event clean up. – price per day				
0014	Haul snow off site – price per tandem truckload				
	Estimated dollar value for all ice and snow removal events			NTE	
0015	Reimbursable Services			NTE	
	Total Amount for Option Year 3				\$174,641.95

Option Year 4: 07/01/2020 – 06/30/2021

CLIN	Grounds Maintenance:	Est. Qty.	Unit	Unit Price	Total
0001	General Grounds Maintenance, including landscaping services - Firm Fixed Priced		Month		
0002	Annual Mulching Spring		LOT		
0002a	Annual Mulching Fall		LOT		
0003	Annual turf renovation.		LOT		
0004	Annual planting of flowers and new plant material.		LOT		
0005	Annual Turf Fertilization		LOT		
	Total for Grounds Maintenance				
	Ice and Snow Removal NOAA DCA			Unit Price Per Event	
0006	Snow or Ice pre-treatment – will require prior approval from the NRC COR				
0007	Ice or sleet event of any amount – will require prior approval from the NRC COR				
0008	Snow accumulation event of three inches or less				
0009	Snow accumulation event 3-6 inches;				
0010	Snow accumulation event 6-10 inches;				
0011	Snow accumulation event 10-13 inches;				
0012	Price per inch for every inch after 13 inches;				
0013	After snow event clean up. – price per day				
0014	Haul snow off site – price per tandem truckload				
	Estimated dollar value for all ice and snow removal events			NTE	
0015	Reimbursable Services			NTE	
	Total Amount for Option Year 4				\$168,975.10

Total Base and All Options: \$912,846.80

SECTION C – STATEMENT OF WORK

See Attached Statement of Work

SECTION D - Packaging and Marking

D. 1 NRCD020 BRANDING

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

Work Supported by the U.S. Nuclear Regulatory Commission (NRC), Office of Administration, under Contract/order number NRC-HQ-40-16-C-0005.

D.2 NRCD010 PACKAGING AND MARKING

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

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

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

SECTION E - Inspection and Acceptance

E.1 NRCE010 INSPECTION AND ACCEPTANCE BY THE NRC (SEP 2013)

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

Contract Deliverables:

See statement of work for contract deliverables.

SECTION F - Deliveries or Performance

F. 1 NRCF030B PERIOD OF PERFORMANCE ALTERNATE

This contract shall commence on 7/1/2016 and will expire on 6/30/2017. The term of this contract may be extended at the option of the Government for four additional one-year options described as follows:

Base Period: 7/1/2016 - 6/30/2017

Option Period 1: 7/1/2017 - 6/30/2018

Option Period 2: 7/1/2018 - 6/30/2019

Option Period 3: 7/1/2019 - 6/30/2020

Option Period 4: 7/1/2020 - 6/30/2021

SECTION G - Contract Administration Data

G.1 NRCG20 REGISTRATION IN FEDCONNECT® (JULY 2014)

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

G.2 NRCG030 ELECTRONIC PAYMENT (SEP 2014)

The Debt Collection Improvement Act of 1996 requires that all payments except IRS tax refunds be made by Electronic Funds Transfer. Payment shall be made in accordance with FAR 52.232-33, entitled "Payment by Electronic Funds-Central Contractor Registration".

To receive payment, the contractor shall prepare invoices in accordance with NRC's Billing Instructions. Claims shall be submitted on the payee's letterhead, invoice, or on the Government's Standard Form 1034, "Public Voucher for Purchases and Services Other than Personal," and Standard Form 1035, "Public Voucher for Purchases Other than Personal – Continuation Sheet." The preferred method of submitting invoices is electronically to: NRCPayments@nrc.gov.

SECTION H - Special Contract Requirements

H.1 2052.204-70 SECURITY. (OCT 1999)

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

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

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

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

(ii) Approved by the contracting officer.

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

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

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

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

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

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

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

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

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

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

H. 2 2052.204-71 SITE ACCESS BADGE REQUIREMENTS. (JAN 1993)

During the life of this contract, the rights of ingress and egress for contractor personnel must be made available as required. In this regard, all contractor personnel whose duties under this contract require their presence on-site shall be clearly identifiable by a distinctive badge furnished by the Government. The Contracting Officer Representative

(COR) shall assist the contractor in obtaining the badges for contractor personnel. It is the sole responsibility of the contractor to ensure that each employee has proper identification at all times. All prescribed identification must be immediately delivered to the Security Office for cancellation or disposition upon the termination of employment of any contractor personnel. Contractor personnel shall have this identification in their possession during on-site performance under this contract. It is the contractor's duty to assure that contractor personnel enter only those work areas necessary for performance of contract work and to assure the safeguarding of any Government records or data that contractor personnel may come into contact with.

**H.3 2052.209-72 CONTRACTOR ORGANIZATIONAL CONFLICTS OF INTEREST.
(JAN 1993)**

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

- (1) Is not placed in a conflicting role because of current or planned interests (financial, contractual, organizational, or otherwise) which relate to the work under this contract; and
- (2) Does not obtain an unfair competitive advantage over other parties by virtue of its performance of this contract.

(b) Scope. The restrictions described apply to performance or participation by the contractor, as defined in 48 CFR 2009.570-2 in the activities covered by this clause.

(c) Work for others.

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

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

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

(4) When the contractor performs work for the NRC under this contract at any NRC

licensee or applicant site,

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

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

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

(d) Disclosure after award.

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

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

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

(e) Access to and use of information.

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

- (i) Use this information for any private purpose until the information has been released to the public;
 - (ii) Compete for work for the Commission based on the information for a period of six months after either the completion of this contract or the release of the information to the public, whichever is first;
 - (iii) Submit an unsolicited proposal to the Government based on the information until one year after the release of the information to the public; or
 - (iv) Release the information without prior written approval by the contracting officer unless the information has previously been released to the public by the NRC.
- (2) In addition, the contractor agrees that, to the extent it receives or is given access to proprietary data, data protected by the Privacy Act of 1974 (5 U.S.C. Section 552a (1988)), or the Freedom of Information Act (5 U.S.C. Section 552 (1986)), or other confidential or privileged technical, business, or financial information under this contract, the contractor shall treat the information in accordance with restrictions placed on use of the information.
- (3) Subject to patent and security provisions of this contract, the contractor shall have the right to use technical data it produces under this contract for private purposes provided that all requirements of this contract have been met.
- (f) Subcontracts. Except as provided in 48 CFR 2009.570-2, the contractor shall include this clause, including this paragraph, in subcontracts of any tier. The terms contract, contractor, and contracting officer, must be appropriately modified to preserve the Government's rights.
- (g) Remedies. For breach of any of the above restrictions, or for intentional nondisclosure or misrepresentation of any relevant interest required to be disclosed concerning this contract or for such erroneous representations that necessarily imply bad faith, the Government may terminate the contract for default, disqualify the contractor from subsequent contractual efforts, and pursue other remedies permitted by law or this contract.
- (h) Waiver. A request for waiver under this clause must be directed in writing to the contracting officer in accordance with the procedures outlined in 48 CFR 2009.570-9.
- (i) Follow-on effort. The contractor shall be ineligible to participate in NRC contracts, subcontracts, or proposals therefor (solicited or unsolicited) which stem directly from the contractor's performance of work under this contract. Furthermore, unless so directed in writing by the contracting officer, the contractor may not perform any technical consulting or management support services work or evaluation activities under this contract on any of its products or services or the products or services of another firm if the contractor has been substantially involved in the development or marketing of the products or services.
- (1) If the contractor under this contract, prepares a complete or essentially complete statement of work or specifications, the contractor is not eligible to perform or participate in the initial contractual effort which is based on the statement of work or specifications. The

contractor may not incorporate its products or services in the statement of work or specifications unless so directed in writing by the contracting officer, in which case the restrictions in this paragraph do not apply.

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

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

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

Project Leader
Field supervisor
Field Supervisor
Field 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 Contracting Officer Representative (COR) shall evaluate the contractor's request and the contracting officer shall promptly notify the contractor of his or her decision in writing.

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

**H.5 2052.215-71 CONTRACTING OFFICER REPRESENTATIVE (COR) AUTHORITY.
(OCT 1999) - ALTERNATE II (OCT 1999)**

(a) The contracting officer representative (COR), for this contract is:

Name: Gregory Chicca
Address: US NRC, Mail Stop: T3 B6, Washington DC 20555
Email: gregory.chicca@nrc.gov
Telephone Number: 301-415-6928

Alternate COR:

Name: William Williams
Address: US NRC, Mail Stop: T3 B7, Washington DC 20555
Email: william.williams@nrc.gov
Telephone Number: 301-415-6218

Name: Richard Branch
Address: US NRC, Mail Stop: T3 B21, Washington DC 20555
Email: Richard.Branch@nrc.gov
Telephone Number: 301-415-8389

(b) The COR shall:

(1) Monitor contractor performance and recommend changes in requirements to the contracting officer.

(2) Inspect and accept products/services provided under the contract.

(3) Review all contractor invoices/vouchers requesting payment for products/services provided under the contract and make recommendations for approval, disapproval, or suspension.

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

**H.6 2052.215-73 AWARD NOTIFICATION AND COMMITMENT OF PUBLIC FUNDS
(OCT 1999)**

(a) All offerors will be notified of their exclusion from the competitive range in accordance with FAR 15.503(a)(1). Under the requirements of FAR 15.503(a)(2), preliminary notification will be provided before award for small business set-aside procurements on negotiated procurements. The contracting officer shall provide written postaward notice to each unsuccessful offeror in accordance with FAR 15.503(b).

(b) The contracting officer is the only individual who can legally commit the NRC to the expenditure of public funds in connection with this procurement. This means that, unless provided in a contract document or specifically authorized by the contracting officer, NRC technical personnel may not issue contract modifications, give informal contractual commitments, or otherwise bind, commit, or obligate the NRC contractually. Informal contractual commitments include:

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

H.7 NRCH480 USE OF AUTOMATED CLEARING HOUSE (ACH) ELECTRONIC PAYMENT/REMITTANCE ADDRESS

The Debt Collection Improvement Act of 1996 requires that all Federal payments except IRS tax refunds be made by Electronic Funds Transfer. It is the policy of the Nuclear Regulatory Commission to pay government vendors by the Automated Clearing House (ACH) electronic funds transfer payment system. Item 15C of the Standard Form 33 may be disregarded.

H.8 NRCH470 GREEN PURCHASING (SEP 2015)

- (a) In furtherance of the sustainable acquisition goals of Executive Order (EO) 13693, "Planning for Federal Sustainability in the Next Decade," products and services provided under this contract/order shall be energy efficient (EnergyStar® or Federal Energy Management Program - FEMP-designated products), water efficient, biobased, environmentally preferable (excluding EPEAT®-registered products), non-ozone depleting, contain recycled content, or are non- or low toxic alternatives or hazardous constituents (e.g., non-VOC paint), where such products and services meet agency performance requirements. See: Executive Order (EO) 13693, "Planning for Federal Sustainability in the Next Decade."
- (b) The NRC and contractor may negotiate during the contract term to permit the substitution or addition of designated recycled content products (i.e., Comprehensive Procurement Guidelines - CPG), EPEAT®-registered products, EnergyStar®- and FEMP designated energy efficient products and appliances, USDA designated biobased products (Biopreferred® program), environmentally preferable products, WaterSense and other water efficient products, products containing non- or lower-ozone depleting substances (i.e., SNAP), and products containing non- or low-toxic or hazardous constituents (e.g., non-VOC paint), when such products and services are readily available at a competitive cost and satisfy the NRC's performance needs.
- (c) The contractor shall flow down this clause into all subcontracts and other agreements that relate to performance of this contract/order.

H.9 NRCH430 DRUG FREE WORKPLACE TESTING: UNESCORTED ACCESS TO NUCLEAR FACILITIES, ACCESS TO CLASSIFIED INFORMATION OR SAFEGUARDS INFORMATION, OR PERFORMING IN ESPECIALLY SENSITIVE POSITIONS (OCT 2014)

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

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

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

H.10 NRCH370 SAFETY OF ON-SITE CONTRACTOR PERSONNEL

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

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

pose an immediate health or safety threat to building occupants.

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

H.11 NRCH310 ANNUAL AND FINAL CONTRACTOR PERFORMANCE EVALUATIONS

Annual and final evaluations of contractor performance under this contract will be prepared in accordance with FAR Subpart 42.15, "Contractor Performance Information," normally at or near the time the contractor is notified of the NRC's intent to exercise the contract option. If the multi-year contract does not have option years, then an annual evaluation will be prepared NA. Final evaluations of contractor performance will be prepared at the expiration of the contract during the contract closeout process.

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

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

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

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

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

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

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

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

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

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

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

job responsibilities at the NRC.

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

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

CANCELLATION OR TERMINATION OF BUILDING ACCESS/ REQUEST

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

H.13 NRCH010 DETERMINATION OF MINIMUM WAGES AND FRINGE BENEFITS - SERVICE CONTRACT ACT

Each employee of the Contractor or any subcontractor performing services under this contract shall be paid at least the minimum allowable monetary wage and fringe benefits prescribed under the U.S. Department of Labor Wage Determination attached to the contract.

SECTION I - Contract Clauses

1.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE. (FEB 1998)

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

The following clauses are incorporated by reference:

- 52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS. (APR 2014)
- 52.212-4 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS. (MAY 2015)
- 52.223-1 BIOBASED PRODUCT CERTIFICATION. (MAY 2012)
- 52.223-2 AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS. (SEP 2013)
- 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA. (JAN 1997)
- 52.232-18 AVAILABILITY OF FUNDS. (APR 1984)
- 52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS. (JUN 2013)
- 52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS. (DEC 2013)

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

[X] (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.

[X] (16) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)).

[X] (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)).

[X] (19) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).

[X] (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).

[X] (22) 52.219-28, Post Award Small Business Program Rerepresentation (JUL 2013) (15 U.S.C. 632(a)(2)).

☐ (23) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (JUL 2013) (15 U.S.C. 637(m)).

☐ (24) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (JUL 2013) (15 U.S.C. 637(m)).

[X] (25) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).

[X] (26) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (JAN 2014) (E.O. 13126).

[X] (27) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

[X] (28) 52.222-26, Equal Opportunity (APR 2015) (E.O. 11246).

[X] (29) 52.222-35, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).

[X] (30) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).

[X] (31) 52.222-37, Employment Reports on Veterans (OCT 2015) (38 U.S.C. 4212).

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

[X] (33)(i) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627).

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

[X] (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 (NOV 2013) (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 2014) (E.O. 13658).

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

☐ (10) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008) (31

U.S.C. 5112(p)(1)).

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

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

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

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

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

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

(ii) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

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

- (v) 52.222-26, Equal Opportunity (APR 2015) (E.O. 11246).
- (vi) 52.222-35, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).
- (vii) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).
- (viii) 52.222-37, Employment Reports on Veterans (OCT 2015) (38 U.S.C. 4212).
- (ix) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
- (x) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).
- (xi) X (A) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627).
 (B) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
 Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).
- (xii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (MAY 2014) (41 U.S.C. chapter 67).
- (xiii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) (41 U.S.C. chapter 67).
- (xiv) 52.222-54, Employment Eligibility Verification (OCT 2015) (E.O. 12989).
- (xv) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2014) (E.O. 13658).
- (xvi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (JUL 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- (xvii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xviii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

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

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

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

(a) The Government may extend the term of this contract by written notice to the Contractor within 10 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 10 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

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

SECTION J - List of Documents, Exhibits and Other Attachments

Attachment No. 1, identifies the Headquarters site with a numbering system and a listing identifying the planters and beds.

Attachment No. 2 Diagram showing snow critical and non-critical areas

Attachment No. 3 Performance Based Statement of Work

Attachment No. 4 Billing Instructions

Attachment No. 5 – NRC 187

Attachment No. 6 – Wage Determination

**BILLING INSTRUCTIONS FOR
FIXED-PRICE TYPE CONTRACTS (MAY 2013)**

Frequency: The contractor shall submit invoices/vouchers for payment once each month, unless otherwise authorized by the Contracting Officer.

Format: Invoices/Vouchers shall be submitted in the format depicted on the attached sample form entitled "Invoice/Voucher for Purchases and Services Other Than Personal". Alternate formats are permissible only if they address all requirements of the Billing Instructions. The instructions for preparation and itemization of the invoice/voucher are included with the sample form.

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

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

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

Supersession: These instructions supersede previous Billing Instructions for Fixed-Price Type Contracts (July 2011).



INVOICE FORMAT FOR

FIXED-PRICE

Version Control Date: May 2, 2013

ATTACHMENT 4

BILLING INSTRUCTIONS FOR FIXED-PRICE TYPE CONTRACTS (MAY 2013)

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

1. Official Agency Billing Office

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

2. Invoice/Voucher Information

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

b. Taxpayer Identification Number. The Payee shall include the Payee's taxpayer identification number (TIN) used by the Internal Revenue Service (IRS) in the administration of tax laws. (See IRS Web site: [http://www.irs.gov/Businesses/Small-Businesses-&Self-Employed/Employer-ID-Numbers-\(EINs\)](http://www.irs.gov/Businesses/Small-Businesses-&Self-Employed/Employer-ID-Numbers-(EINs))).

c. Payee's Name and Address. Show the name of the Payee as it appears in the contract and its correct address. Where the Payee is authorized to assign the proceeds of this contract in accordance with the clause at FAR 52.232-23, the Payee shall require as a condition of any such assignment, that the assignee shall register separately in the Central Contractor Registration (CCR) database at <http://www.ccr.gov> and shall be paid by EFT in accordance with the terms of this contract. See Federal Acquisition Regulation (FAR) 52.232-33(g) Payment by Electronic Funds Transfer - Central Contractor Registration (October 2003).

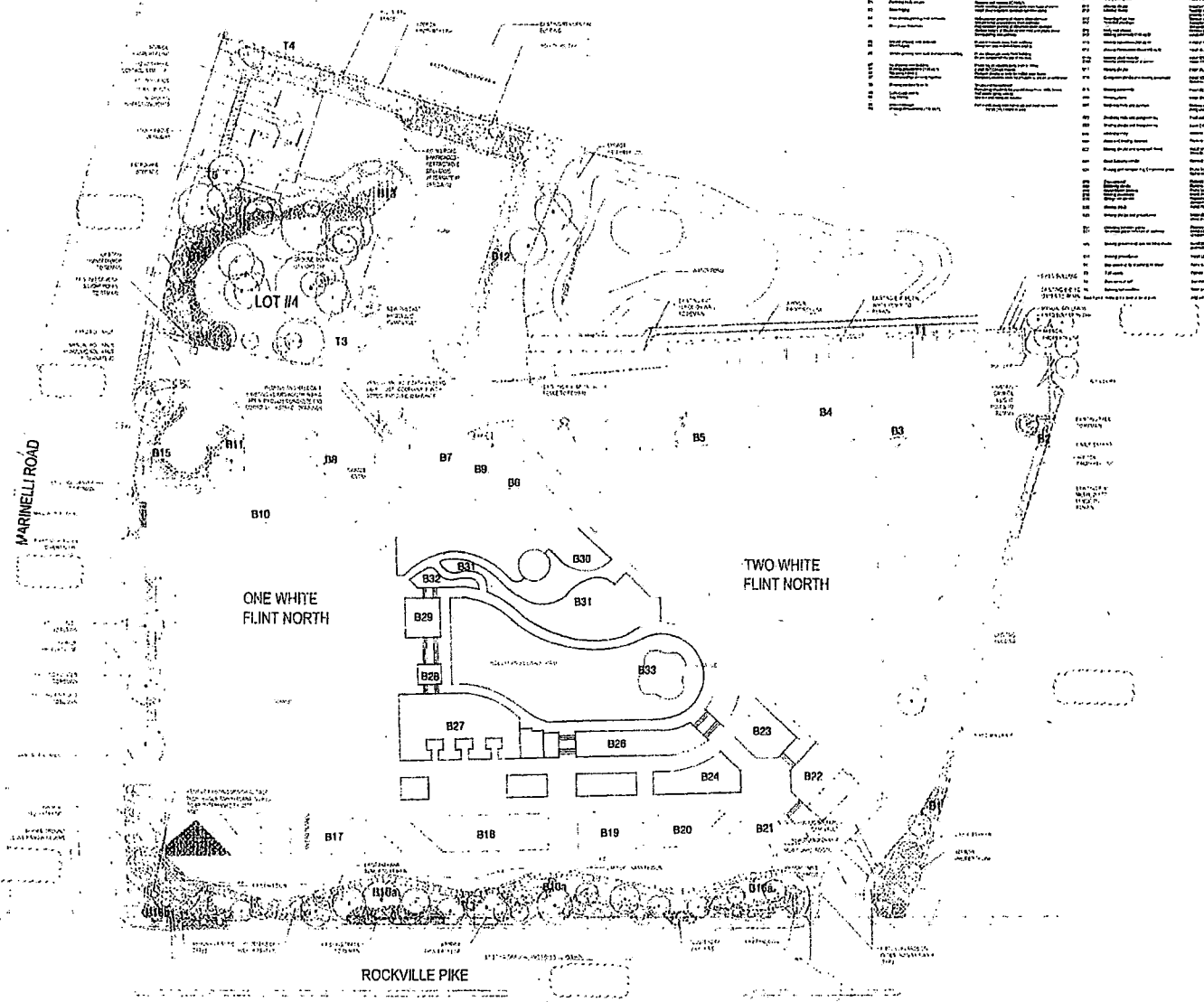
d. Contract Number. Insert the NRC contract number (including Enterprise-wide Contract (EWC)), GSA Federal Supply Schedule (FSS), Governmentwide Agency Contract (GWAC) number, or Multiple Agency Contract (MAC) number, as applicable.

e. Task Order Number. Insert the task/delivery order number (If Applicable). **Do not**

**BILLING INSTRUCTIONS FOR
FIXED-PRICE TYPE CONTRACTS (MAY 2013)**

include more than one task order per invoice or the invoice may be rejected as improper.

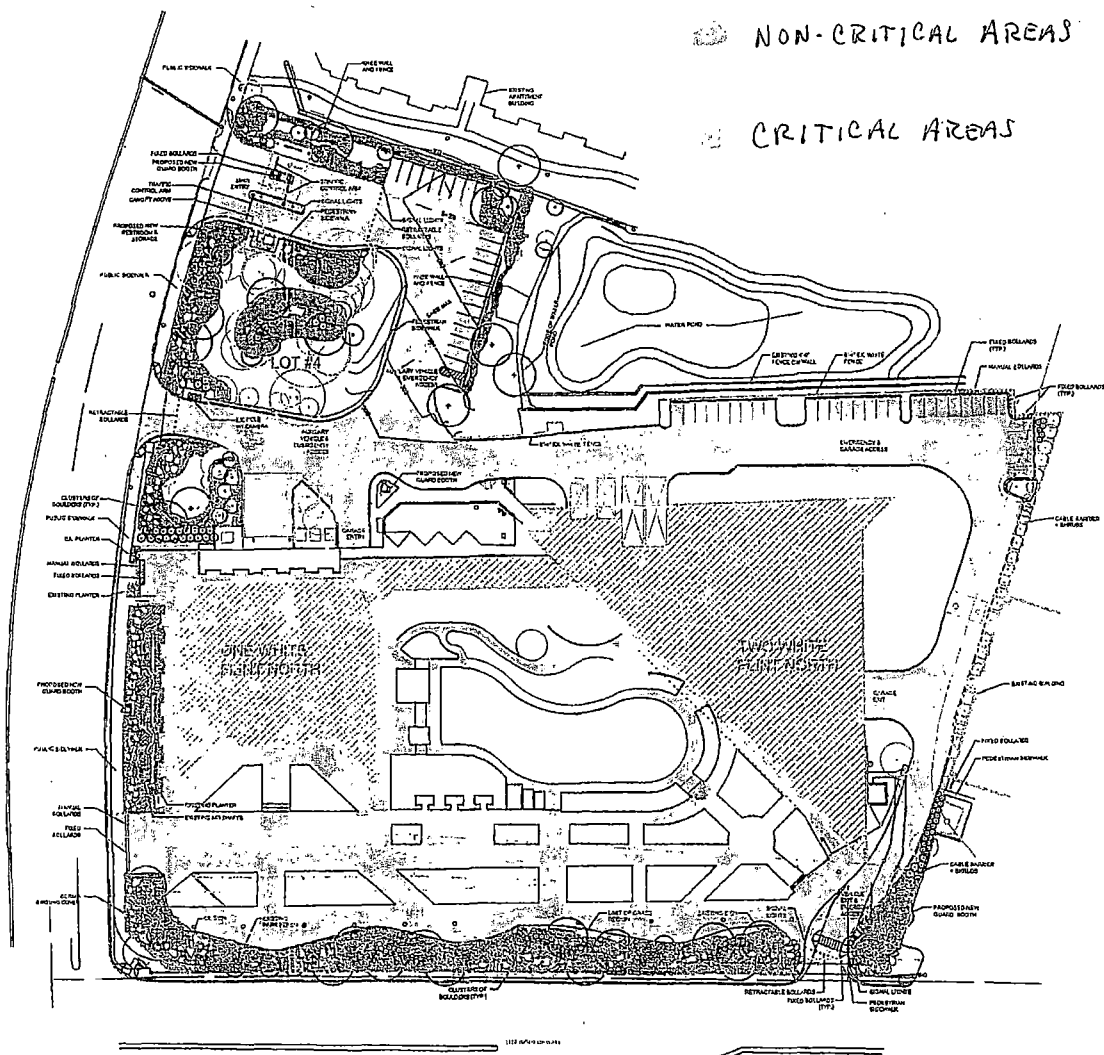
- f. Invoice/Voucher. The appropriate sequential number of the invoice/voucher, beginning with 001 should be designated. Contractors may also include an individual internal accounting number, if desired, in addition to the 3-digit sequential number.
- g. Date of Invoice/Voucher. Insert the date the invoice/voucher is prepared.
- h. Billing Period. Insert the beginning and ending dates (day, month, year) of the period during which deliverables were completed and for which payment is requested.
- i. Description of Deliverables. Provide a brief description of supplies or services, quantity, unit price, and total price.
- j. Work Completed. Provide a general summary description of the services performed or products submitted for the invoice period and specify the section or Contract Line Item Number (CLIN) or SubCLIN in the contract pertaining to the specified contract deliverable(s).
- k. Shipping. Insert weight and zone of shipment, if shipped by parcel post.
- l. Charges for freight or express shipments. Attach prepaid bill if shipped by freight or express.
- m. Instructions. Include instructions to consignee to notify the Contracting Officer of receipt of shipment.
- n. For Indefinite Delivery contracts, the final invoice/voucher shall be marked FINAL INVOICE" or "FINAL VOUCHER".
- o. Total Amount Billed. Insert columns for total amounts for the current and cumulative periods.
- p. Adjustments. Insert columns for any adjustments, including outstanding suspensions for deficient or defective products or nonconforming services, for the current and cumulative periods.
- q. Grand Totals.



2011 LANDSCAPE PWD



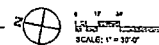
11545-11555 Rockville Pike
Rockville, MD 20850



SITE - PROPOSED PLAN

U.S. NUCLEAR REGULATORY COMMISSION HEADQUARTERS FACILITY

PERIMETER SECURITY



OCTOBER 15, 1973

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1.1 PROJECT TITLE

Grounds Maintenance, Snow and Ice removal.

1.2 BACKGROUND

The U.S. Nuclear Regulatory Commission (NRC) requires continued Grounds Maintenance (Landscape) and Snow and Ice Removal services at its Headquarters facility (One White Flint North and Two White Flint North) located in Rockville, Maryland. The NRC is the sole tenant of the White Flint Complex and therefore, the U.S. General Services Administration (GSA) has granted NRC a delegation of authority to operate and maintain the facility. As part of the delegation, NRC is required to provide its own grounds maintenance (landscape) and snow and ice removal support services.

The location of the NRC Headquarters Buildings are as follows:

"One White Flint North (OWFN) (1,150 occupants)
11555 Rockville Pike
Rockville, Maryland 20852; and

Two White Flint North (TWFN) (1,350 occupants)
11545 Rockville Pike
Rockville, Maryland 20852"

Grounds - The site sets on 5.12 acres (inclusive of buildings)

1.3 OBJECTIVE

The Contractor shall provide management, administrative and technical support, supervision, labor, quality control, equipment, tools, materials, vehicles, supplies, and other items and resources necessary to perform Grounds Maintenance, and Snow & Ice removal services as described in this statement of work. The Contractor shall plan, schedule, coordinate and ensure completion of all services described herein. The Contractor shall be required to provide grounds maintenance and snow & ice removal services as defined in this contract.

1.4 SCOPE OF WORK

Grounds Maintenance:

The Contractor shall provide labor, supervision, equipment, and supplies necessary to perform grounds maintenance requirements for NRC Headquarters. All grounds maintenance services as required herein shall be regarded as basic contract services.

All work shall be performed only by individuals who use the most current horticultural industry standards.

Landscape Design:

The Contractor shall submit a Landscape design plan. At the start of the contract and/ or when weather permits, the Contractor shall provide and plant flowering plants, trees, or shrubs for the bare areas around the grounds to include all planters.

The Contractor shall select plant material for sustainability and low maintenance, requiring minimal inputs of water, fertilizer, pesticides, and energy. On the NRC grounds, plants must be able to flourish under conditions of air pollution, full sun, relatively dry soil, high winds, and reflected heat from buildings.

Designs shall emphasize impact and interest in seasons, taking into account colors, fragrance, movement, and texture of flowers, fruit, leaves, and stems.

The requirements for the Contractor to provide followings under this contract are:

- A. Attachment 1, identifies the Headquarters site with a numbering system and a listing identifying the planters and beds.
- B. Identify all bare spots throughout the Headquarters site to include hedges, planters, shrubbery beds, gazebo, area around the sculpture, missing trees.
- C. All plantings shall have a warranty of one year. The Contractor shall restore to original condition any damage caused by its operations, including the replacement of any plant material damaged as a result of the Contractor's negligence, at no cost to the NRC. Under this project, negligence is defined as but not limited to: overwatering, improper pruning or trimming, or mismanaged pest control.
- D. Bedding plants shall be planted with the appropriate soil preparation, loosen existing soil to a depth of approx. 4". Organic soil conditioner shall be spread over the beds to an approx. depth of 4" and be mixed with the loosened soil. Beds shall be weeded prior to planting.
- E. Fertilizer shall be top dressed over bed areas with time released, high phosphate fertilizer as appropriate to plant material used. As a minimum fertilizer shall have 50% available nitrogen to be organic. Immediately following the application of fertilizer, the entire area shall be watered. Contractor shall continue to water as appropriate to ensure livelihood of plant material.
- F. Beds shall be mulched at a minimum depth of 2", or what is appropriate to plant material.
- G. Plants shall be planted with highest height in back.
- H. Prune at time of installation, as appropriate.
- I. Stake trees to afford maximum security in growth, stakes to be removed or re-staked, as needed.
- J. Clean up and haul away debris.

Snow & Ice Removal:

The Contractor shall perform snow and ice removal services, as set forth in this contract. The snow removal services shall include, as a minimum, the following:

Provide supervision, manpower, tools, supplies, chemicals, abrasives, equipment, vehicles, snow shovels, and other items determined to be needed for ensuring complete and continuous removal of ice and snow from the Headquarters site, and consistent with the amount of snow and ice involved and predicted in weather forecasts. Monitor weather forecast warnings and advisories and use prudent judgment in mobilizing snow removal efforts.

Snow and ice removal service provided under the Contract shall be paid for on a firm fixed price per event basis. Snow and ice events shall be classified into the following categories, i.e.:

1. Ice or sleet event of any amount;
2. Snow accumulation event of three inches or less;
3. Snow accumulation event of more than three inches;
4. Snow accumulation event of more than six inches;
5. More than ten inches;
6. More than 13 inches; and
7. After snow event clean up.

Snow accumulation will be determined by the National Weather Service snowfall official statistics at the Ronald Reagan Washington National Airport in Washington, D.C. There is no maximum time for a snow fall event, but a new snow event is not considered to have begun unless 24 hours have elapsed from the end of the previous snow fall.

Contractor personnel shall be required to sign in and out at the log located at the guard booth as you enter the facility driveway.

1.4.1 Tasks

1.4.1.1 Grass Cutting

The Contractor shall be responsible for grass cutting at Headquarters. Grass cutting shall be scheduled so that it does not interfere with any NRC outdoor activities, vehicle parking, or any other activity identified by NRC. This may necessitate scheduling work on a Saturday or Sunday. Mowing or blowing shall not be performed in the areas directly outside the Commission Meeting Room on the first level of OWFN during periods when this room is in use. COR will identify dates and times when there are restrictions and will notify the contractor. A scheduled grass cutting cycle, including edging and trimming shall be completed during each weekly visit. In the event of sudden inclement weather during the cutting cycle, the Contractor shall complete the cycle when the grass is adequately dried. The Contractor shall utilize a mower with a recycling system that mulches the clippings and returns the clippings into the lawn to decompose. Grass shall never be higher than 4 inches. Mowing blades shall be set to cut grass at a height of not less than two (2) inches. During periods of low rainfall, drought or when the state of MD or Montgomery County imposes water restrictions, the Contractor shall allow the grass to maintain a height of not less than three (3) inches. Areas to be cut shall be policed prior to mowing to remove any paper, stones, or debris which may have accumulated.

Grass adjacent to asphalt or concrete walks or driveways shall be cut to a neat sharp edge and not allowed to grow or hang over edges or surfaces.

Trimming and edging around curbs, walks, ornamentals, monuments, flagpoles, etc. shall be done with a power edger (blade type) each time the grass is cut. A well-defined line shall be established and maintained. All metal edging shall be realigned or replaced if damaged. If damage is caused by the contractor negligence, it shall be replaced by the Contractor at no cost to Government. Trimming shall be at a height of not less than two inches and shall be the same height at which grass is cut. Trimming around monuments, flagpoles, walls, signs, etc., shall be done each time the grass is cut.

1.4.1.2 Edging and Trimming

Ornamentals beds shall have a well-defined edge established that does not allow grass to grow or "creep" into the mulched bed and shall be maintained once a month. All soil, grass, etc. generated as part of edging operations shall be removed from the site. All metal edging shall be kept in good appearance, including tamping and realignment, and shall be replaced if damaged by the Contractor.

Trimming and edging around curbs, walks, ornamentals, walls, monuments, flagpoles, signs, etc. shall be done with a power edger (blade type) each time the grass is cut and shall be completed within one day (same day as grass cutting). A well-defined line shall be established and maintained. Trimming shall be at a height of not less than two inches and shall be the same height at which grass is cut.

Trimming and pinching of spent blooms, dead foliage, and unusual sprouts shall be removed every two weeks on a regular schedule.

1.4.1.3 Mulching (all unpaved non-turf areas)

The mulch shall be commercial grade shredded hardwood and free of sticks, stones, clods, or other foreign material. Mulch shall be furnished in original containers, and if bulk mulch is used, samples and certifications of its contents shall be submitted to the COR, prior to application, for written approval. Mulch shall be applied evenly at a minimum depth of two (2) inches, and shall coincide with spring planting. All trees with the exception of broad based conical shaped types, shall be mulched as follows: Mulch shall be applied at the rate of six (6) inches diameter of mulch per one (1) inch of trunk caliper, measured 4-1/2 feet above the ground line, diameter breast height. The mulched area around each tree shall be at least 30 inches in diameter; however, mulched areas are not to exceed a diameter of 12 feet for larger trees. Broad based conical shaped trees shall have a mulched area at least 30 inches in diameter or extending at least one foot beyond the drip line of the bottom branches, whichever is larger. The Contractor shall ensure that there are no bare spots at any time. All areas to be mulched shall be cultivated prior to mulch application to include raking, removing debris, the edge of the unpaved non-turf areas shall be re-established, and any excessive mulch/soil buildup removed prior to mulch application. All ornamentals, including borders, trees, shrubs, hedges, and openings within ground cover beds shall be mulched. Mulch shall be applied semi-annually; a top dressing of mulch shall be applied at a minimum depth of 2" and will coincide with removal of fall planting. Any excess mulch shall be removed. Mulching shall not be performed until fertilization has been completed (during periods of fertilization). In addition, the semi-annual mulching schedule, the Contractor shall inspect all mulched areas on each visit (as stated in their COR-approved Landscape Design plan), as well as at the conclusion of inclement weather, for spots bare of mulch. Whenever a bare spot is found, the Contractor shall apply adequate mulch to establish a uniform appearance. Spring mulching shall occur between March 15 & April 15. Fall Mulching shall occur between September 15 & October 15.

1.4.1.4 Fertilizing

The Contractor shall fertilize the Headquarters site with a commercially available fertilizer, with a minimum of 50% of the available nitrogen shall be slow release and organic. Plant material shall be healthy, robust, and in good appearance as a result of fertilization. The Contractor shall ensure that all fertilizer is applied in accordance with the manufacturer's instructions. The Contractor shall ensure that no treated areas are burned as a result of over-fertilization. Contractor shall be liable for any damage associated with over-fertilization and shall immediately replace damaged, over-fertilized turf, shrubs, ground cover and/or trees at no cost to the NRC. Fertilizing shall be completed prior to mulching.

1. Trees:

The Contractor shall use the standards set by the National Arborist Association, Standard for Fertilizing Shade and Ornamental Trees. Time of application shall be between March 1 and March 31 of each year. Trees shall be fertilized before mulch is applied.

2. Shrubs:

Prior to fertilization, the contractor shall remove all weeds, grass, leaves, and other foreign matter. The fertilizer shall be incorporated into the soil or existing mulch material. Fertilizer shall be uniformly spread to the area immediately below the branches and at least 3-6" inches beyond. Care shall be exercised to avoid damaging or disturbing the shrubs being fertilized. Immediately following the application of fertilizer, the entire area shall be watered. Time of application of the fertilizer shall be between March 1 and March 31 of each year. Shrubs shall be fertilized before mulch is applied. The contractor shall request, in writing, approval from the NRC COR to use liquid fertilization programs prior to use. Upon receipt of the request, the NRC COR will review the request and respond in writing to the contractor.

3. Ground Cover:

The Contractor shall fertilize ground cover by broadcasting the fertilizer evenly over entire area. Time of application shall be between March 1 and March 31 of each year. Immediately following the application of fertilizer, the entire area shall be watered.

4. Grass:

The Contractor shall fertilize with a commercially available organic fertilizer with at least 50% of the nitrogen be slow release. Fertilizer shall be broadcasted over the entire lawn with a minimum of overlapping or skipping. Grass shall be fed at the rate as indicated by soil tests. The Contractor shall ensure that all fertilizer is applied in accordance with the manufacturer's instructions. The first application shall be applied during the spring season between March 1 and April 15 of each year. The second application shall be applied during the fall season between October 15 and November 15 of each year and coincide with core cultivation.

5. Flower Beds and Planters:

In July, the Contractor shall fertilize beds and planters. Plant material shall be healthy, robust, and in good appearance as a result of fertilization.

1.4.1.5 Maintenance of Flower Beds and Planters

A planter is defined as any structure made to contain plants, including turf, such as any planting which is not on grade (or raised) with its contiguous surroundings. The concrete planters are located around the exterior perimeter of the Headquarters grounds. The Contractor shall ensure that flowers in flower beds and planters are kept in a horticulturally acceptable condition at all times.

1.4.1.6 Pruning

All scheduled major pruning of ornamental and shade trees shall be done during the dormant season. Additional pruning may be required as a result of damage due to inclement weather. There shall be no significant reshaping of plants without prior written approval from the NRC COR five (5) days before scheduling such work.

Pruning shall be performed in accordance with standards established by the National Arborist Association (NAA). Workers shall be under strict supervision by the contractor's field foreman or either project and or alternate project manager, and be experienced in arboriculture. Tools used for removing diseased wood shall be disinfected immediately after such use.

1. Trees:

All necessary precautions, including the use of appropriate warning signs and barricades, shall be taken to prevent any personal injury and/or damage to property.

Pruning shall include, but not be limited to the following: removing sprouts at or near the base of the tree; removing branches that grow toward the center of the tree; elimination of crossed branches and v-shaped forks that lack strength; removing dead, dying, diseased, infested, and broken branches; cutting back over weighted limbs; removing branches that limit the headroom of pedestrians and/or vehicles; thinning of crowns; maintenance of natural appearance; and removing or shortening branches that threaten to interfere with space limitations and overhead wiring. Additional sucker growth, water sprouts, diseased and infested branches, and all fallen branches shall continually be removed.

Care shall be exercised not to leave stubs and to avoid stripping of bark. All cuts over one inch in diameter shall be covered immediately with a tree-wound compound.

2. Shrubs:

Individual plants shall be pruned by selectively thinning as much as 25% of the existing old wood, including branches that are dead, damaged, diseased, or infested. Throughout the year, any damaged or unhealthy branches shall be removed. Any

significant reshaping of plants shall first be approved by the COR in writing before scheduling such work.

3. Ground Cover:

All ground cover shall be cut back and/or thinned in accordance with standard horticultural procedure. During the growing season, all ground cover, with the exception of herbaceous perennials, shall be trimmed once each month or as needed.

4. Herbaceous Perennials:

Spent flower stalks and dead foliage shall be removed through the growing season, approximately April through September.

1.4.1.7 Shearing

Trees, shrubs, and ground cover shall be kept neatly sheared /clipped at all times in accordance with the National Arborist Association (NAA) recommendations. As a minimum, the Contractor shall provide the following shearing services in the following areas:

1. Shrubs:

Shrubs including flowering, shall be sheared/clipped in accordance with standard horticultural practice to maintain proper size while retaining the natural characteristics of the plants. The first shearing for new shrubs and trees shall be performed when new growth reaches three inches.

2. Ground Cover:

During the growing season, all ground cover, with the exception of herbaceous perennials (e.g., Liriope), shall be trimmed as needed.

3. Herbaceous Perennials:

Once dormant, herbaceous perennials shall be sheared prior to mulch being applied. Care shall be taken not to damage spring flowering bulbs. Those varieties of ornamental grasses displaying interesting fall color shall be sheared in late winter or early spring.

4. Bulbs:

In those areas where bulbs have been planted among other plants, especially within herbaceous perennial and ground cover beds and borders, the leaves shall be bundled and tied once the bloom period is over. When the foliage of the bulbs has matured and turned brown, the leaves shall then be sheared and removed.

1.4.1.8 Use of Water

The Contractor shall apply sufficient water to moisten the soil, sustain growth and development, in order to maintain healthy turf, flowers, plants, and shrubs on Headquarters grounds. An underground sprinkler system has previously been installed at the NRC facility for the contractor's use under this effort for the purpose of watering turf, flowers, plants, and shrubs. If the sprinkler system is malfunctioning, the Contractor shall be required to manually (by using sprinklers, sprayers, etc.) water the grounds. The Contractor shall use a method when watering flowers to avoid damaging stems, petals, and blossoms and shall monitor weather conditions in order to appropriately schedule frequency of watering.

The Contractor shall be responsible for the operation, maintenance and any repairs up to \$1000 each occurrence to the underground sprinkler system (includes PVC piping, rotors and spray heads and manual & automatic valves. This also includes blowing the system down to prevent freeze-ups during the winter (must be done no later than Nov.15th). Any part of the sprinkler system that is in need of repair, the Contractor shall schedule repairs to be made within 10 working days. The Contractor has full usage of the sprinkler system for adequate maintenance of the grounds. The Contractor shall have access to the irrigation system control box and have the ability to operate the system (e.g., set the automatic timers). By the fifth day of each month, the Contractor shall submit to the COR a water usage report.

The Contractor may connect necessary equipment to NRC's existing hose bibs and water lines for the purpose of watering. The Contractor shall provide the hose and other equipment to properly apply the correct amount of moisture.

Water shall be applied uniformly over the surface of the grass, trees, shrubs and ornamental beds in sufficient frequency so that they do not turn brown or show signs of excess dryness. If necessary, the Contractor shall use a sprayer when watering flowers to avoid damaging stems, pedals, and blossoms. Care shall be exercised when watering excessively dry planters.

The Contractor shall be required to water ornamentals and turf that are in planters on a regularly scheduled basis. Contractor personnel shall possess knowledge of the cultural requirements of all plant material under this contract to assure that water is applied in the proper amount at the appropriate time. Adequate soil moisture necessary to encourage growth and development must be maintained without eroding planter soil or allowing surface puddling. A complete watering entails the use of all available hose bibs and/or any other means necessary, including use of a water truck, to water the entire premises. Plant material should be healthy, robust, and in good appearance as a result of planter-watering.

1.4.1.9 Turf Renovation

The Contractor shall renovate the turf, once a year, between September 15 and October 15 as follows:

1. Locate and mark all underground irrigation heads.
2. Cut grass to a height of 1 to 1-1/2 inches.
3. Vertically mow (dethatch). If Contractor recommends core aeration instead of dethatching, Contractor must obtain COR approval.
4. Rake and remove all thatch and debris.

5. Fertilize grass as described under Task 1.4.1.4 "Fertilizing".
6. Over seed at the rate of 4 pounds of seed per 1000 square feet of area. Apply seed in accordance with manufacturer's instructions. Care shall be taken to not damage the irrigation system. All sprinkler heads shall be marked before disturbing the soil surface. A steel rake shall be used to remove clippings and to scratch the soil, or a core aerator, vertical mower, or slit seeder. The seed shall be the same blend as the grass on the Headquarters grounds. The blends shall be determined by the Contractor based on laboratory analysis.
7. Immediately after seeding, the entire area shall be watered each day until the seed germinates, except in the event of rain.

1.4.1.10 Seeding

Bare ground and poorly performing areas not requiring immediate coverage with turf shall be cleared of all debris and unwanted vegetation, and raked smooth. Seeding shall be applied at the rate of 6 pounds of seed per 1000 square feet of area. Apply seed uniformly by means of a power drill or power disc seeder, or equivalent, so that seed is planted and covered with approximately 1/8 to 1/4 inch of soil. Seed shall be from the last available crop and will not be accepted with a test date of more than 9 months prior to time of planting. The seed shall be certified tall fescue and approved by the COR. Immediately after seeding, the area shall be mulched with a thin layer of shredded hardwood mulch, free from weed seed, mold and foreign matter, and then watered and kept moist until even germination is achieved. If necessary, the Contractor shall provide and install protective fencing.

1.4.1.11 Core Cultivation

Core cultivation of turf shall be performed at least once a year, prior to the first application of pre-emergent and post-emergent herbicides to the turf. Any additional coring later in the season shall be approved by the COR prior to commencement. In the areas with underground irrigation systems, only walk-behind aerators shall be used. Coring shall be performed as follows:

1. Locate and mark all underground irrigation heads.
2. Core aerate the entire lawn area in two (2) directions to a depth of at least two (2) inches, by physically removing soil cores by means of hollow spoons or tines. Puncture density shall be a minimum of six (6) inches on center.
3. After coring is completed, the area shall be dragged to break up cores and to redistribute the soil.
4. Annual core cultivation shall occur in March.

1.4.1.12 Pest Control:

The Contractor shall be responsible for developing and adhering to an Integrated Pest Management (IPM) Program Plan as approved by the COR. The Plan shall be submitted to the COR within five (5) days after contract takeover. Plant material should be healthy, robust, and in good appearance as a result of pest control. The IPM program shall include the following:

1. Initial Inspection:

Within the first 15 days after the takeover date of the contract, an initial inspection shall be conducted by the Contractor, Contractor's entomologist, and COR, if available. The purpose of this initial inspection is for the Contractor to evaluate any infestation of insects or disease to any landscaping on Headquarters. The Contractor shall identify the areas inspected and a description of the proposed treatment, including the pesticide products to be used, as well as the proposed date and time of treatment. The report shall be signed and dated by the Contractor and submitted to the COR within the time frame described above. The Contractor shall coordinate work with and supply the COR with a schedule of the proposed treatment but not more than 24 hours after receipt of COR approval. Any deviation from this schedule is to be reported to the COR.

2. Inspections:

Thereafter, the Contractor and Contractor's entomologist shall conduct monthly Integrated Pest Management (IPM) evaluation surveys, with the exception of January and February, and the Contractor shall perform a check upon each site visit. These surveys shall identify and continually monitor pest infestation or disease occurrences, establish an aesthetic threshold for all pest population and disease advancement, and formulate a treatment program. The surveys shall be submitted with the next weekly report. For each site visit survey, the Contractor shall submit a written report of any infestation to the COR with the weekly report. The plan shall include, as a minimum: the type of insect or disease found during the survey, location of infected areas, proposed method of treatment, and proposed preventive treatment. The Contractor shall notify the COR in writing 24 hours prior to beginning any treatments. While performing grounds maintenance, the Contractor shall identify any carcasses of pests and notify the COR so the Custodial contractor can pick up and properly dispose of any carcasses of pests. The Grounds Maintenance Contractor shall fill rodent holes in the grounds with a COR-approved soil mixture.

3. Pesticide Products and Safety:

The Contractor shall be responsible for the safe use and application of the pesticides used in the treatments for insect and diseases on all landscape material. The Contractor shall adhere to the Occupational Safety and Health Administration (OSHA) standards for the products being used.

Any chemical used to control pests is a pesticide. Pests include insects, plant diseases, fungi, weeds, nematodes, snails, and slugs; therefore, insecticides, fungicides, and herbicides are pesticides. When it is determined that a pesticide must be used in order to obtain adequate control, the Contractor shall employ the least hazardous pesticide necessary to achieve total coverage of targeted plant material.

Before use, the Contractor shall submit to the COR a list of pesticides to be used along with the Manufacturer's Safety Data Sheet for each pesticide. Any changes to

the pesticide products must first be approved in writing by the COR. Pesticides shall be properly labeled for the control of the target insects against which they are being used and the Contractor shall strictly adhere to label safety and use instructions.

The Contractor shall not apply any pesticide product that has not been included in the IPM Program and approved in writing by the COR. Pesticide application shall be according to need and not be scheduled. The Contractor shall be responsible for application of pesticides according to the label. The Contractor shall use only those pesticides which comply with the current provisions of the Federal Insecticide, Fungicide, and Rodenticide Act (7 U.S.C 136 et seq.) as amended by the Federal Environmental Pesticide Control Act of 1972 Public Law 92-516 (86 Stat. 973), and the regulations issued thereunder. Pesticides used by the Contractor must be registered with the Environmental Protection Agency (EPA), state and/or local jurisdictions. Transport, handling, and use of all pesticides shall be in strict accordance with the manufacturer's label instructions and all applicable Federal, state, and local laws and regulations. The environment, Headquarters occupants, and the public shall be protected at times. The Contractor shall utilize the use of organic pesticides wherever possible.

4. Certification:

The Contractor and all personnel performing on-site pest and disease control service shall be certified as Commercial Pesticide Applicators in the categories of Exterior Ornamentals and Turf. Uncertified individuals working under the supervision of a Certified Applicator will not be permitted to provide service under this contract. The Contractor shall furnish pest control permits and worker certifications, supervision, labor, materials, and equipment necessary to successfully accomplish full treatment pest control service for the grounds.

As determined through the Integrated Pest Management (IPM) evaluation surveys conducted by the contractor, only those specific ornamentals and lawn areas that have pest or disease problems shall be treated according to accepted practices.

1. Ornamentals

Ornamentals shall be sprayed over a period not to exceed 48 hours when the action threshold has been reached, as determined by IPM surveys. Spraying shall be performed after working hours unless otherwise approved by the COR. If required, insects shall be treated in March with horticultural oil (only when the air temperature is to remain above 40 degrees Fahrenheit for a full 24 hours after application. Elm bark beetle shall be treated in the spring with a COR approved prophylactic insecticide; and other insects, mites, and diseases shall receive treatment to control populations and/or severity, as determined by the IPM surveys.

2. Turf

If the IPM surveys indicate a need, grubs shall be treated after core cultivation (April) and again before turf renovation (July or August). Other insects and diseases shall receive treatment to control populations and/or severity, when determined by the IPM surveys.

1.4.1.13 Weed Control:

Weeds on the Headquarters grounds shall be eradicated and removed. The ground shall present a neat, well-maintained appearance at all times. As a minimum, weed control, with the exception of pre-emergent applications, shall be performed when weeds are actively

growing, and shall include the killing and/or complete removal of all weeds from the following areas on a regular basis:

- a. Ornamentals:** Trees, shrubs, ground cover, and herbaceous perennials shall be weeded once every two weeks or as needed to maintain a weed-free condition. The majority of this work must be accomplished by manual weeding; herbicides may not be used around ornamentals.
- b. Turf:**
Lawn areas shall be treated twice a year with each application consisting of both pre-emergent and post-emergent (broadleaf) herbicides to coincide with the flowering of Forsythia locally, but only after core cultivation has been completed (March). A second treatment, if required, shall be applied eight (8) weeks later.
- c. Non-planted Areas:**
Parking lots, sidewalks, gravel areas, etc., shall be weeded on the average of once every month, or as necessary, to maintain a weed-free condition. Herbicides may be used on non-planted areas, with prior approval by the COR.
- d. Fences:**
The ground under the fences shall be treated on the average of four (4) times every year with a non-specific herbicide (approximately April, June, August, and October), or as necessary to maintain a six (6) inch bare strip on both sides.

1.4.1.14 Record keeping:

The Contractor shall be responsible for maintaining a complete and accurate integrated pest management (IPM) log. The log shall contain the following items:

- A copy of the IPM Program.
- A copy of the current label and EPA registration number for each pesticide used for the grounds, including the Material Safety Data Sheets.
- Pest surveillance data sheets which record, in a systematic fashion, the number of insects or diseases revealed by the Contractor's monitoring program for the grounds: e.g., number and location of infestation, which plants are affected, etc.
- This log shall be provided to the COR within five (5) workdays after contract award date and any updates shall be provided with the Plan of the Week report (Please see section entitled Deliverables) weekly report.

1.4.1.15 Leaf and Debris Removal

On a continuous basis, the Contractor shall remove leaves and/or other debris from the mulched areas, lawn areas, sidewalks, gutters, driveway, outside drains, outside exhaust grills, and other surfaces surrounding the Headquarters buildings to maintain a neat and clean appearance. At a minimum of once a week, the Contractor shall inspect these areas for removal of accumulated leaves and/or other debris. The Contractor's performance of this work shall be done in a careful manner that maintains mulch in a neat and clean appearance or damage to herbaceous or woody plant material.

1.4.1.16 Removal of Dead Trees, Shrubs, Flowers

The Contractor shall remove during each site visit, any shrubs and trees, including stumps, which are marked for removal by the COR. Removal of trees of up to 15 feet are included in the basic services of this contract, removal of trees above 15 feet of height will not be covered under the basic services. Where plants are removed, plants shall be replaced, at the direction of the COR, the hole shall be backfilled with topsoil, tamped, raked and shall be covered with either mulch or sod. Tree replacement and stump removal are not covered under the basic services CLIN, it would be considered a reimbursable service. After annual flowers have expired in the fall, they shall be removed and destroyed. Flower beds and planters shall then be cleaned and made ready for the next tilling. Care shall be taken not to remove excessive amounts of soil.

For those plants that are removed because of Contractor's neglect or damage, such plants shall be replaced with the same species and size at the Contractor's expense.

1.4.1.17 Topsoil

Topsoil shall be provided for planting, top-dressing, leveling, and earth working purposes. Topsoil shall be fertile, friable, natural surface soil obtained from well drained areas, representative of productive soils in the vicinity, and suitable for growth of grass and other plants. It shall be free of subsoil material, sticks, stones, weeds, debris, and other material harmful or toxic to growth. A sample, with analysis, shall be submitted to the COR for approval. Areas shall be cleared of all growth and debris, scarified, filled with topsoil, tamped and raked. Placement of topsoil shall meet existing grade, with allowance for sod in lawn areas. The Contractor shall check all areas every 30 days to ensure topsoil levels are maintained.

1.4.1.18 Sodding

Bare ground requiring immediate coverage with turf shall be sodded with a certified mixture of 90 percent tall fescue, and approved tall fescue cultivar and 10 percent Kentucky blue grass, or the local premium species, as approved by the COR. Sod shall be in a healthy, vigorous condition, well established, uniform in color and density, and free of pests. Sod shall be cut a minimum of 1 inch thick and transplanted within 24 hours from time of being harvested. Areas to be sodded shall be cleared of all debris, moistened and raked smooth. Soil shall be loose and workable, but firm enough to provide proper footing. Sod shall be laid without voids in a brickwork fashion and tamped or rolled in place. Broken pads and torn or uneven ends are not permitted. Sod laid on extreme slopes shall be installed at right angles to the slope and shall be anchored until firmly rooted, by placing anchors a minimum of 2 anchors per sod section. The completed surface shall be uniform and conform to existing grade. Sod shall be thoroughly watered after installation and kept moist until it becomes thoroughly established. If necessary, the Contractor shall provide and install protective fencing.

1.4.1.19 Snow & Ice Removal

The Contractor shall ensure that snow and ice deposited or formed during the night shall be removed prior to 5:00 am each day (for critical areas) to ensure that vehicular and pedestrian traffic into and out of the buildings is not impeded. A diagram is attached specifying the critical areas (Site Diagram, Attachment 2). The contractor shall ensure that all other areas (non-critical) designated for snow removal receive an initial cleaning by 8:00 am and are cleaned on a continual basis throughout periods of snow and/or ice

accumulation. Ensure that snow and ice deposited from 5:00 am through 6:00 pm each day is also continuously removed from the areas described below. The snow removal requirements shall apply at all times throughout the workday, night, weekends, and holidays. Snow may be piled in turf areas and parking spaces designated in advance by the COR. The removal of snow and/or ice from Headquarters site is not normally necessary. If, because of unusually high snowfalls, and it is requested by the government, that snow be removed from the Headquarters site, the contractor shall provide a cost for snow removal on a per cubic yard basis and it will be agreed upon in writing by the government and contractor. Areas to be cleared include uncovering water hydrants and make accessible, entrances, entrance steps, landings, sidewalks including adjacent curbs, the sidewalk approaches, driveways, parking areas and approaches, ramps, benches, plazas, access area to flagpoles, loading dock areas, obscured signs, clear driveways to garages and garage entrances to permit entrance and exit of vehicles and people, and clear parking lot in rear of TWFN building, and including the pedestrian walkway across to the Child Care Center and the sidewalks on the playground. Contractor shall remove any snow plowed into any of the above areas, whether so plowed by the contractor, by State or County authorities, or by any other entity.

The Contractor shall take safety precautions to minimize safety hazards due to ice and snow. Chemicals used shall be in accordance with applicable Federal specifications for that substance, local codes, manufacturer recommendations, and approval by the COR. De-icing chemicals that when applied come in contact with the aluminum door thresholds must be cleaned off these thresholds before the end of the day of application. When plowing snow, care shall be taken to avoid piling contaminated snow (mixed with de-icing compounds) onto lawns, flower beds, and plants. The Contractor shall be held responsible for damage to grounds and landscape caused by the application of chemicals and sand for snow and ice removal.

Only environmentally safe chemicals shall be used to reduce safety hazards due to ice and snow. All chemicals used shall be EPA-approved. Equipment, materials and personnel furnished shall be consistent with the amount of snow and ice involved as well as future weather projections.

1.5 CONTRACTOR PERSONNEL

Throughout this contract, references to "personnel" or "employees" of the Contractor shall be taken to refer also to personnel or employees of the subcontractor(s), if any. Upon contract award, the Contractor shall provide sufficient personnel who shall be capable employees, trained, experienced and qualified in all requirements identified in this grounds maintenance contract.

Contractor personnel shall present a neat appearance such as wearing matching uniforms and be easily recognized as contractor employees. The Contractor shall provide each employee with an identification badge or patch. Identification shall be available prior to employment and shall be worn or attached to the outer garment at times. Contractor personnel will maintain high sanitation standards at all times.

The Contractor is cautioned that absences of employees or abrupt terminations of personnel could adversely affect the Contractors ability to perform, however, their absence at any time shall not constitute an excuse for non-performance under this contract.

Each employee of the Contractor shall be a citizen of the United States or a residential alien who has been lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card Form I-151, I-94 Work Authorization, or I-688A Temporary Resident Card (or as commonly called a green card). The Contractor shall not employ under this contract any person performing any court-imposed sentence or imprisonment except as provided by Public Law 89-176, September 10, 1965 (18 U.S.C. 4082 (c)(2) and Executive Order 11755, December 29, 1973. The Contractor shall not employ persons for work on this contract if such employee is identified to the contractor as a potential threat to the health, safety, security, general well-being or operational mission of this facility.

The Contractor shall, in its dealings outside of or within, Headquarters represent that it is an independent Contractor and that its employees are neither agents, representatives, nor employees of NRC.

All contract and subcontract employees shall sign in and out at the beginning and end of their shift on an NRC-furnished sign in/sign out log maintained at the Guard Desk Driveway Booth. Alongside their signatures in the log, contractor personnel shall indicate their position title under this contract. The completed log sheets are the property of the NRC.

The Contractor shall maintain a current listing of employees who will be working on site at NRC. The list shall include employee names, social security numbers, and U.S. Citizenship status. At least five days before takeover, the Contractor shall provide this listing to the COR. Any time there is a change in the listing, the Contractor shall update the listing and provide a copy to the COR by 8:00 am the next site visit.

The Contractor shall provide safety training to employees to ensure compliance with federal, state, and local laws or regulations related to their activities.

1.5.1 Supervisory Personnel

The Contractor shall provide a Contract Manager and Alternate Contract Manager as key personnel under this Contract. The Contractor shall ensure that work required under this contract is supervised by either the Contract Manager (CM) or Alternate Contract Manager (ACM) and one of them shall be on site at all times when work is being performed, unless agreed to in advance by the COR. In the event that the CM or ACM is unable to perform their duties at any time, the Contractor shall provide a backup CM (with the same qualifications as defined below) so that there is no break in supervision.

The Contractor shall provide emergency number(s) (cellular telephone, home phone) for access to supervisory personnel at any time, e.g., emergency tree removal. The CM or ACM shall be available by telephone during normal duty hours (Please see section entitled: "Hours of Operation") within 30 minutes of being paged and shall be available on site within two (2) hours to meet at Headquarters with government personnel to discuss problem areas. The CM or ACM shall be available within one (1) hour after non-regular duty hours by telephone, pager or cellular phone and shall arrive at Headquarters within two hours of NRC's notification to respond to emergencies. If at any time the CM or ACM designated telephone or pager number(s) should change, the Contractor shall provide a complete updated written list of such numbers to the COR and the CO.

The Contractor shall arrange for supervision to ensure that performance standards of the contract are met. NRC guidance and direction, as deemed necessary will be directed to the

CM or ACM. The Contractor shall not accept direction from anyone other than the COR or Alternate COR, or the CO.

The CM and ACM are the only personnel who will be required to complete a security clearance and badging. This paperwork shall be furnished to the NRC Division of Facilities and Security through the COR together with the GSA Form 176, FD-258, and NRC form 89, all of which shall be typed and submitted to the COR. The NRC photo badging process is conducted at the TWFN building. The badging will be on a date mutually agreeable by the COR and the contractor. If there is a termination of the CM or ACM who are badged, the Contractor shall notify the COR in writing and return the NRC badge by 8:00 am the next workday.

1.5.1.1 Qualifications of Key Staff

The CM and ACM (or backups) shall possess a thorough knowledge of the theory, principles, and practices of the field of grounds maintenance, snow & ice removal to include horticulture, landscaping, landscape design, grounds, irrigation systems, and an ability to plan, organize and execute maintenance plans, designs, and quality control plans for Grounds Maintenance, and Pest Control for Grounds. In addition, the CM, ACM, and backups who are engaged in managing this contract shall possess a minimum of five years of recent, responsible, and successful experience (within the past seven years) in supervising and managing the grounds maintenance and snow & ice removal for facilities of similar size and characteristics to Headquarters. The CM, ACM, and backups must be a U. S. Citizen, able to read, write, speak, and understand the English language fluently. They must also have a thorough knowledge of this contract and be able to understand and communicate contract requirements.

The Contractor shall ensure that employees have current and valid professional certifications before starting work under this contract and are in compliance with applicable federal, state, and local environmental requirements or laws, e.g., commercial driver's licenses for equipment operators, landscape certification and pest control certification,

If either the CM or ACM is not a Certified Horticulturist and a Certified Arborist, the Contractor shall have the following on staff, based in the metropolitan Washington, D. C. area, and available for the performance of work under this contract. Individuals who are independent consultants retained by the Contractor do not meet the criterion of full time employee.

1. A Certified Horticulturist who has a degree in Horticulture from an accredited 4-year University or College and/or a professional certification as a Certified Horticulturist and abides by the standards established by the American Association of Nurserymen, Maryland Chapter.
2. A Certified Arborist who is certified by the International Society of Arboriculture and abides by the standards established by the National Arborist Association.
3. A Certified Commercial Pesticide Applicator who is certified by the State of Maryland. The Contractor and all personnel performing on-site pest, including weed, and disease control service are certified as Commercial Pesticide Applicators in the category (ies) of Exterior Ornamentals and Turf.

4. Copies of certifications and Key Personnel Resumes are to be provided as part of this contract. Adequate proof, including subcontractor certification shall be supplied.

1.6 DELIVERABLES

1.6.1 Landscape Design Plan

The Contractor shall submit a Landscape design plan by December 15th for each contract year thereafter, starting April 1, 2016. The plan shall include a landscape design with a professional architectural landscape drawing of NRC Headquarters, identifying each area (numbering system) and name of current plants (perennial and annual) the size of plants, locations, and schedule for planting. The plan shall also identify the new trees, shrubs, and flowers and their location. The numbering system on the attached grounds maintenance plan could be used with all areas identified, or a new numbering system can be developed. The Landscape Design Plan shall identify all material and type of plants to be used: e.g., mulch, topsoil mix, sand, Leaf Gro, other fertilizers, etc.

The COR will review the Contractor's Landscape Design Plan within five (5) workdays of receipt of the Plan. If the design is accepted, all requirements shall be adhered to under the tasks listed for all plantings.

1.6.2 Written Yearly Plan

Within (5) workdays after the award date of the contract, the Contractor shall submit a written yearly plan. The plan is due by the 15th of January of every consecutive years. The plan shall outline the work and schedules to accomplish the grounds maintenance requirements. Only upon written approval of this plan by the COR shall the Contractor initiate the grounds maintenance services.

1.6.2 Monthly Schedule

Within five (5) days after the award date of the contract, the Contractor shall submit a written monthly schedule to the COR which outlines the schedule of grounds maintenance work to be accomplished during the upcoming month, identified by week. The monthly schedules shall be reviewed and approved in writing by the COR prior to the Contractor performing grounds maintenance work. Any deviation from the COR-approved schedule shall require additional prior approval by the COR. Thereafter, subsequent monthly schedules shall be submitted to the COR at least five days prior to the beginning of each month. Any changes to the schedule shall be provided to the COR at least 24 hours before the work is to be performed.

1.6.3 Plan of the Week

The Contractor shall provide a typed Plan of the Week Report to the COR on or before 8:00 am each Friday for the following weeks work and work performed during the previous week. This report shall also list the tasks that were scheduled but not performed, along with a full explanation as to why the work was not performed. This report shall provide a full description of the daily scheduled activities to include, as a minimum (listing time to be performed):

- Liming/Soil Tests
- Core Cultivation
- Shearing
- Grass Cutting
- Edging and Trimming
- Pest Control
- Use of Water
- Maintenance of Flower Beds and Planters
- Turf Renovation
- Leaf and Debris Removal
- Removal of Dead Trees, Shrubs, Flowers
- Topsoil
- Sodding
- Seeding
- Inspections
- Reports due
- Fertilization
- Mulching

1.6.4 Liming/Soil Tests

The Contractor shall have a complete soil analysis conducted by a Government laboratory or recognized commercial laboratory within 15 days after the effective date of the contract and submit the laboratory's certified copies of the soil analysis to the COR. Thereafter, soil tests shall be conducted, at a minimum annually but more often as if there are any plant health concerns, by a government laboratory or recognized commercial laboratory. A complete analysis of the soil is required. Certified copies of the soil test shall be submitted to the COR by the Contractor, within five (5) days after receipt from the laboratory. The Contractor shall submit a written recommendation to the COR of the time of application, for COR approval. If soil tests indicate a need to lime, the Contractor shall apply lime to the soil uniformly at a rate based on the pH as determined through a soil test with a minimum of overlapping or skipping, prior to fertilizing. Lime shall be pulverized dolomitic limestone (horticultural grade) and contain not less than 85 percent of calcium and magnesium carbonates. If soil tests or plant material indicate a need for trace elements, they shall be applied by the Contractor. Containers shall be labeled to show chemical and mechanical analysis. Application shall be between December 1 and the last day of January.

1.6.5 Material Safety Data Sheets

The Contractor shall submit an updated Material Safety Data Sheets (MSDS) whenever a different chemical is used for approval. The contractor is not allowed to use new material unless the updated MSDS is approved by the COR.

1.6.6 Integrated Pest Management Program Plan, Inspection Reports and Surveys

See section entitled Pest Control.

1.7 MEETINGS

The Contractor shall meet with the COR on the first Friday of every month, or as needed for the purpose of discussing in detail the Contractor's accomplishments, outstanding work, future schedules, and other topics deemed necessary by any of the three parties at the NRC Headquarters. For planning and estimating purposes, these meetings will be approximately one hour long.

1.8 HOURS OF OPERATION

A. NRC Regular Working Hours

The Regular NRC Working Hours of the Headquarters building occupants range from 6:00 a.m. to 6:00 p.m., Monday through Friday excluding Federal holidays specified in Section entitled "Days of Operation" below. NRC working hours are frequently varied and do not necessarily coincide with the Regular NRC's Working Hours.

B. Contractor Availability

The Contractor shall be available by telephone, cellular telephone or pager between the hours of 6:00 a.m. and 6:00 p.m. Monday through Friday, excluding Federal holidays as set forth in Section entitled: "Days of Operation". In addition, the contractor shall provide emergency number(s) for supervisory personnel that may be required to be contacted by the NRC at any time.

C. Scheduling Work

The majority of the work shall be performed within the normal five (5) day work week observed by occupants of the site, holidays excluded. Any work performed outside of normal working hours shall be done at no additional cost and shall commence only after prior written approval for such work has been obtained from the COR.

1.8.1 Days of Operation

Throughout this contract, references to numbers of days will be understood to mean numbers of government official working days and will exclude Saturdays, Sundays, and Federal holidays.

The following holidays are recognized by the Federal Government:

- New Year's Day
- Inauguration Day
- Martin Luther King Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day
- Christmas Day

Should a holiday fall on a weekend, the day designated by the Government will be recognized as the holiday. Should any additional holidays be granted on a one-time basis by the President of the United States for a full or partial day, such additional holidays will also be observed by the Contractor. The contractor may work on holidays agreed to in advance by the COR.

1.9 NRC-FURNISHED PROPERTY

The NRC shall provide to the Contractor, without charge to the Contractor, the following utilities that shall be used only for official NRC business in the performance of this contract and shall not be used in any manner for any personal advantage, business gain, or other personal endeavor by the Contractor or Contractor employees and any subcontractors.

The NRC shall furnish the following utilities:

1. Electrical power at existing outlets for the Contractor to connect such equipment as is necessary in the conduct of its work. Electrical demands of such equipment shall not exceed 120V.
2. Cold water as necessary, limited to the normal water supply provided in the building.
3. Sprinkler system and hose bibs for grounds.

The NRC reserves the right to furnish to the Contractor any parts, supplies, materials and/or equipment that are beyond the requirements of this contract, e.g., upgraded, rather than standard, components or parts. In such case, the nonstandard items may be acquired by the NRC and furnished to the Contractor for installation.

1.10 CONTRACTOR-FURNISHED PROPERTY

The Contractor shall furnish parts, supplies, materials, and equipment necessary to comply with the requirements of this contract. The NRC assumes no responsibility whatsoever for loss or damage to the Contractor-furnished property to include supplies, materials, and replacement parts or equipment.

A. Contractor-Furnished Property Requirements

Beginning with the takeover date of the contract, the Contractor shall provide its own parts, supplies, materials and equipment (hereinafter referred to Contractor-furnished property) in such quantity as necessary to assure continuous compliance with performance of the requirements in this contract. Under no circumstances whatsoever, should the quantity of any single item of Contractor-furnished parts and supplies for any area under Grounds Maintenance become depleted.

All Contractor-acquired tools and equipment purchased under this contract shall be dedicated for performance of work during the entire period of performance under this contract. Such Contractor-acquired tools and equipment shall be tagged by the Contractor to identify it as owned by the Contractor.

Any plant materials purchased for and/or installed as part of this contract are the property of the government.

B. Environmental Considerations

Contractor-furnished property shall be the most beneficial to the environment available in the commercial market, e.g., fertilization material and insect control products. In the event that environmentally-beneficial products are determined by the

Contractor to be either significantly more expensive when compared to a less environmentally desirable product, or the quality of such product is unacceptable when compared to less environmentally desirable equivalent, the Contractor shall consult with the COR for the purpose of determining whether the COR shall waive this requirement in that instance. All waivers will be in writing by the COR. Absent such waiver, the Contractor shall supply the environmentally- preferred product at no additional cost.

The Contractor, to the extent practicable, shall use non-polluting power equipment. On days when warnings are issued that the region may exceed the federal health standard for ozone, minimize the use of all gasoline power equipment. The Contractor shall fully instruct all employees on the proper and careful manner in which to fuel equipment. All gasoline containers utilized by the Contractor shall be equipped with pour nozzles to reduce spillage and evaporation.

1.11 APPLICABLE PUBLICATIONS (CURRENT EDITIONS)

The contractor must abide by all applicable regulations, publications, manuals, and local policies and procedures. The publications and forms listed below are incorporated into this contract by this reference. The Contractor shall follow the prescribed use of these publications and shall use those forms to the extent (a specific procedure in a paragraph, section, chapter, or volume) specified in this contract. The Contractor shall be guided by those publications and regulations which are current at the time of contract.

1. Public Federal Law:
 - a. EPA Regulations (EPA)
 - b. OSHA Regulations (DOL)
 - c. DOL Regulations (DOL)
 - d. National Energy Conservation Policy Act (NECPA of DOE)
 - e. Federal Supply Product Standard (FSS)
 - f. Federal Insecticide, Fungicide, and Rodenticide Act (7 U.S.C. 136 et seq.) as amended by the Federal Environmental Pesticide Control Act of 1972 Public Law 92-516 (86 Stat. 973).
 - g. 29 CFR 1910/1926.
 - h. 40CFR 761
 - i. Presidential Memorandum, Environmentally and Economically Beneficial Landscaping April 26, 1994.
2. Standards:
 - a. National Fire Protection Association (NFPA)
 - b. Underwriters Laboratories, Inc. (UL)
 - c. National Arborist Association
 - d. American Association of Nurserymen
 - e. International Society of Arboriculture
3. Forms:
 - a. I-151, Alien Registration Receipt Card
 - b. I-94, Work Authorization
 - c. I-688A, Temporary Resident Card
 - d. FD 258, Finger Print Card

- e. GSA 176, Personal History
- f. I-9, Employee Information and Verification
- g. NRC 89 Photo Identification Badge Request
- h. NRC Sign In/Out Log Sheet
- i. MSDS, Material Safety Data Sheets
- j. OEP, NRC Occupant Emergency Plan
- k. NRC Inspection Forms

1.12 OTHER CONSIDERATIONS

1.12.1 Reimbursable Services:

1. Services covered under this category may have the same definition as those stated above or may be defined as installation of new non-replacement landscape, upgrades and or modification to existing landscape. The cost of labor, supplies, parts, and materials will be the responsibility of the Government. These criteria shall apply to each individual installation or repair task that may be required.
2. The COR, CO or his/her designee(s) may, at their discretion, direct the Contractor to perform repairs within this category as part of the services to be provided under the terms of this contract. However, the Contractor will be compensated for these repair services as follows:
 - a. For reimbursable repairs, the Contractor shall submit a proposal reflecting labor category hours and labor, parts and material costs to accomplish a reimbursable service. If services are to be subcontracted, the Contractor shall be required, to obtain and supply documentation of three bids from potential subcontractors with the proposal. This will apply to all repairs over \$3,500 unless otherwise directed by the CO.
 - b. In establishing a value for a reimbursable repair, the Government will only consider the direct costs. Direct is defined as parts or materials consumed, and labor effort expended at the place of performance, actually touching the end product, and necessary for the work. The labor rates to be used in negotiations will be those awarded on the basic contract. All prime Contractor indirect and/or mark-up costs shall have been considered or included in the price for basic contract services in the normal work to be performed under this contract (e.g. O/H, G&A, profit and supervision) and, therefore, shall not be applied to reimbursable services under the set amount of projected reimbursable services in this contract. If the Contractor is requested/required to obtain three bids, the Contractor shall not include bid preparation or proposal costs to the proposed cost of the task.
 - c. The Contractor shall report any need for services within this category to the COR, CO or his/her designee(s), but shall not initiate such work until directed to so do by the CO or his/her designee(s). The Contractor shall furnish the COR with an itemized written estimate of the labor hours and the cost of parts and materials which may be required to complete any service in this category.
 - d. When authorized to perform a service within this category, the Contractor shall ensure that each person involved in the service signs in and out on a log established for that purpose and is provided with the request for payment.

- e. All orders for services within this category will be placed or confirmed as shown below:
 - 1. Services greater than \$1000 to the irrigation system and any services that are above basic level services, will be confirmed on a written Order for Supplies or Services. The order will describe the service to be provided and will establish the maximum number of hours and amount of material costs for which the Contractor will be compensated. The ceilings specified in the order shall not be exceeded without the approval of the CO or his/her designee(s), and a modification to the order, with the same requirements as listed above in paragraph (a) for the issuance of the order.
 - 2. The Contractor shall be required to make repairs made necessary by reason of negligence or misuse of the equipment under this contract by persons other than the Contractor, his/her representatives and employees, or by reason of another cause beyond the control of the Contractor, except ordinary wear and tear. This is commonly referred to as tenant damage or vandalism. Repairs under this paragraph are reimbursable repairs and will be performed as listed in paragraphs a. and b. above.

1.13 ACRONYMS & DEFINITIONS

ACRONYMS:

A-E	Architect-Engineering
AQL	Acceptable Quality Level
BAC	Business Advisory Center
CFR	Code of Federal Regulations
CLIN	Contract Line Item Number
CO	Contracting Officer
COR	Contracting Officer's Representative
COTS	Commercial-Off-the-Shelf
CPARS	Contractor Performance Assessment Reporting System
CR	Continuing Resolution
CS	Contracting Specialist
DSS	Defense Security Service
EIT	Electronic and Information Technology
FAR	Federal Acquisition Regulation
FTR	Federal Travel Regulation
GFP/GFE	Government Furnished Property/Government Furnished Equipment
GPP	Green Purchasing Plan
HIPAA	Health Insurance Portability and Accountability Act of 1996
IEEE	Institute of Electrical and Electronics Engineers
NRCAR	U.S. Nuclear Regulatory Commission Acquisition Regulation
NUREG	Nuclear Regulatory Commission Regulatory Guides
OCHCO	Office of the Chief Human Capital Officer
OCI	Organizational Conflict of Interest
ODC	Other Direct Costs
PIPO	Phase In/Phase Out
PRS	Performance Requirements Summary
PWS	Performance Work Statement
QA	Quality Assurance
QAP	Quality Assurance Program
QASP	Quality Assurance Surveillance Plan
QC	Quality Control
QCP	Quality Control Program
SOP	Standard Operating Procedure
TAC	Technical Assignment Control
WBS	Work Breakdown Structure

DEFINITIONS:

Definitions should be carefully considered by the Government. Explain any special terms or phrases used in the PWS.

ACCEPTABLE QUALITY LEVEL. The AQL is the maximum percent defective that, for purposes of sampling inspections can be considered satisfactory.

ARCHITECT – ENGINEERING. Typically refers to firms in the business of applying engineering principles and technology to building design and construction.

BUSINESS ADVISORY CENTER. Provides collaborative advice and assistance to the NRC program officials (i.e., Contracting Officer's Representatives) relative to procurement regulations, requirements identification and definition, and methods of meeting program and mission objectives consistent with such requirements.

CODE OF FEDERAL REGULATIONS. The Code of Federal Regulations is the codification of the general and permanent rules and regulations (sometimes called administrative law) published in the *Federal Register* by the executive departments and agencies of the federal government of the United States.

CONTINUING RESOLUTION. A continuing resolution is a type of appropriations legislation. An appropriations bill is a bill that appropriates (gives to, sets aside for) money to specific federal government departments, agencies, and programs.

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

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

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

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

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

CUSTOMER COMPLAINT. A means of documenting certain kinds of contract service problems. A Government program that is explained to every organization that receives service under this contract, which is used to evaluate contractor's performance.

CONTRACTOR PERFORMANCE ASSESSMENT REPORTING SYSTEM. An instrument that assesses a contractor's performance and provides a record, both positive and negative, about a given contractor during a specific period of time.

DEFECTIVE SERVICE. A service output that fails to meet the standard quality of performance as prescribed in the Performance Work Statement (PWS) vis-à-vis the Performance Requirements Summary (PRS).

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

ELECTRONIC AND INFORMATION TECHNOLOGY. Any equipment or system that is used to create, convert, duplicate or access information and data.

FEDERAL ACQUISITION REGULATION. The principal set of rules governing the acquisition process by which the government purchases (acquires) goods and services.

FEDERAL TRAVEL REGULATION. The regulation contained in 41 Code of Federal Regulations (CFR) which implements statutory requirements and Executive branch policies for travel by Federal civilian employees and others authorized to travel at Government expense.

GOVERNMENT FURNISHED EQUIPMENT. Property that is acquired directly by the Government and then made available to the contractor for use.

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

GREEN PURCHASING PLAN. Options to reduce environmental impacts of purchasing. This can be achieved through using products which have an eco-label (including organic, fair trade, or other sustainable forestry products) and products made from sustainable and recyclable materials, etc.

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996. An Act to amend the Internal Revenue Code of 1986 to improve portability and continuity of health insurance coverage in the group and individual markets, to combat waste, fraud, and abuse in health insurance and health care delivery, to promote the use of medical savings accounts, to improve access to long-term care services and coverage, to simplify the administration of health insurance, and for other purposes.

INSTITUTE OF ELECTRICAL AND ELECTRONICS ENGINEERS. A professional association that is a developer of industry standards in a broad range of technologies, with publications and authors advance theory and practice through publications.

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

LOT. The total number of services output in a surveillance period, as defined in the PRS.

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

NUCLEAR REGULATORY COMMISSION ACQUISITION REGULATION. The principal set of rules in the NRC's Acquisition Regulation System. Governs the "acquisition process" by which the NRC purchases (acquires) goods and services.

NUCLEAR REGULATORY COMMISSION REGULATORY GUIDES. Reports or brochures on regulatory decisions, results of research, results of incident investigations, and other technical and administrative information.

OFFICE OF THE CHIEF HUMAN CAPITAL OFFICER: NRC office that provides overall leadership and management of agency human capital planning and human resources (HR) planning, policy, and program development.

ORGANIZATIONAL CONFLICT OF INTEREST. When the private sector provides two types of services to the Government that have conflicting interest or appear objectionable.

OTHER DIRECT COSTS. Not direct costs, which can be directly traced to an order, but expenditures that typically come in three categories: ancillary supplies and services, travel reimbursement items, and open market items.

PERFORMANCE ASSESSMENT. Those actions taken by the Government to assure services meet the requirements of the PWS and all other service outputs.

PERFORMANCE ASSESSMENT PERSONNEL. A Government person responsible for surveillance of contractor performance; typically the COR.

PERFORMANCE REQUIREMENT. The point that divides acceptable and unacceptable performance. When the method of surveillance is other than random sampling, the performance requirement is the number of defectives or maximum percent defective in the lot before the Government will effect the price computation system (in accordance with the PRS and the applicable Inspection of Services clause).

PERFORMANCE REQUIREMENTS SUMMARY. Identifies the key service outputs of the contract that will be evaluated by the Government to assure contract performance standards are met by the contractor.

PERSONAL SERVICE CONTRACT. Is characterized by the employer-employee relationship it creates between the Government and the contractor's personnel. The Government is normally required to obtain its employees by direct hire under competitive appointment or other procedures required by the civil service laws. Obtaining personal services by contract, rather than by direct hire, circumvents those laws unless Congress has specifically authorized acquisition of the services by contract.

PERFORMANCE WORK STATEMENT. A document that summarizes the work that needs to be done for a contract.

PHASE IN/PHASE OUT: PHASE IN/PHASE OUT: The phases of introducing a new product or ending an existing one, in which the demand is noticeably different to that in the "mature" phase of the product's life.

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

QUALITY ASSURANCE. The Government procedures to verify that services being performed by the contractor are performed according to acceptable standards.

QUALITY ASSURANCE PROGRAM: An initiative that provides a level of assurance that a specific product is installed correctly or a specific service is being provided to the highest possible standards.

QUALITY ASSURANCE SURVEILLANCE PLAN (QASP). An organized written document specifying the surveillance methodology to be used by the Government for surveillance of contractor performance.

QUALITY CONTROL. All necessary measures taken by the contractor to assure that the quality of an end product or service shall meet contract requirements.

QUALITY CONTROL PROGRAM. A process where entities review the quality of all factors involved in production.

RANDOM SAMPLE. A sampling method in which each service output in a lot has an equal chance of being selected.

SAMPLE. A sample consists of one or more service outputs drawn from a lot. The number of outputs in the sample is the sample rate.

SAMPLE GUIDE. The part of the surveillance plan which contains all the information needed to perform surveillance of the service outputs by the random sampling method of surveillance.

STANDARD OPERATING PROCEDURE. A detailed explanation of *how* a policy is to be implemented.

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

TECHNICAL ASSIGNMENT CONTROL SYSTEM. An on-line, interactive computer application designed to provide an integrated methodology for planning, scheduling, conducting, reporting and analyzing most of the functions performed by employees involved with programs in Headquarters and the regions.

WORK BREAKDOWN STRUCTURE (WBS). A tool used to define and group a project's discrete work elements in a manner that organizes and defines the total work requirement.

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

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

ATTACHMENT NO. 3 QUALITY ASSURANCE SURVEILLANCE PLAN

A.) Essential Task or Service	B.) Key Deliverables	C.) Performance Standard	D.) Acceptable Quality Level (AQL)	E.) Methods of Govt. Surveillance	F.) Performance Incentives
1. Mulching	Spring mulching must be done between March 15th and April 15th. Fall Mulching must be done between September 15th & October 15th.	Mulch must be no more than 2" deep but not less than 1" in all areas.	The variance on this deliverable for timeliness is 5%. Must not be late on the required application dates. On thoroughness there is a variance of 20%. The contractor shall correct any mulch shortages within a two week window.	The COR or Alternate-COR will inspect grounds 24 hours after mulch application for completeness and thoroughness.	The contractor will receive full monthly payment by meeting this performance standard. The contractor shall receive a 5% deduction of the monthly invoice for failure to perform this task and deliverable.
2. Snow and Ice removal.	The Contractor shall ensure that snow and ice deposited or formed during the night shall be removed prior to 5:00 am each day (for critical areas) to ensure that vehicular and pedestrian traffic into and out of the buildings is not impeded.	Contractor shall have snow & ice removed prior to 5:00 AM in all critical areas for each weather event.	The variance for performance on this task is 0%. This task is very critical to the agency opening on time and to have safe walkways for employees	The COR or Alternate COR will continuously monitor the contractors performance from the beginning to the end of each weather event.	The Contractor will receive full event payment for meeting the performance standard. For non – performance, the contractor shall receive a 50% deduction for that weather event.
3. Turf Renovation	Annual turf renovation will take place between	Contractor shall core aerate all turf areas and apply tall	The variance on this deliverable for timeliness is 5%. Must not be late on the	The COR or Alternate COR will monitor	The contractor will receive full monthly payment by meeting

Performance Work Statement

	September 15th & October 15th.	fescue seed at a rate of 4lbs of seed per 1000 sq. ft.	required due dates. On thoroughness there is a variance of 20%. The contractor shall correct any missed turf areas within a two week window.	this task during the course of aeration and over seeding.	this performance standard. The contractor shall receive a 5% deduction of the monthly invoice for failure to perform this task and deliverable.
	Landscape Requirements	All written reports such as weekly, monthly and annual landscape plans must be on time.	The variance on this deliverable is 0%.	The COR will monitor contractor's timely delivery of weekly, monthly reports and annual landscape plans.	The Contractor will receive full monthly payment for meeting this performance standard. If the deliverable is late past the negotiated due date, 10% will be deducted from that month's invoice.
	Liming & Soil Testing.	The Contractor shall perform a soil test within 15 days after contract award date by a certified lab. The soil analysis must be delivered to the COR within 5 days of receipt of lab report.	The variance on this deliverable is 20%.	The COR will monitor contractor's timely lab report of soil analysis.	The Contractor will receive full monthly payment for meeting this performance standard. If the deliverable is late past the negotiated due date, 5% will be deducted from that month's invoice.
	Pest Control	Within 15 days after the contract takeover, the contractor shall perform an inspection of the property	The variance on this deliverable is 0%.	The COR will monitor contractor's timely delivery	The Contractor will receive full monthly payment for meeting this performance

Performance Work Statement

		with a written report to follow included in the next weekly report. Also must maintain a certified Commercial Pest Applicator on staff who will actually be overseen the application of the pesticide.		of Integrated Pest Management Plan and written reports.	standard. If the deliverable is late past the negotiated due date, 10% will be deducted from that month's invoice
Irrigation System Winterization	Irrigation system must be shut off and drained by no later than November 15th.	Must be pressurized with air and blown out thoroughly.	The variance on this deliverable is 0%.	The COR will monitor this task as it happens to ensure completeness and thoroughness.	The Contractor will receive full monthly payment for meeting this performance standard. If the deliverable is late, 15% will be deducted from that months invoice



CONTRACT SECURITY AND/OR CLASSIFICATION REQUIREMENTS

1. Type of Submission <div style="border: 1px solid black; height: 20px; width: 100%; margin-top: 5px;">New</div>		3. Contractor Company Full Name and Complete Address (Prime Contractor) <div style="border: 1px solid black; height: 40px; width: 100%; margin-top: 5px; text-align: center; vertical-align: middle; font-size: 2em;">TBD</div>	
2. Type of Contract <div style="border: 1px solid black; height: 20px; width: 100%; margin-top: 5px;">Sole Source</div>			
4. Contract Number, IAA Number, or Job Code for DOE Projects <div style="border: 1px solid black; height: 20px; width: 100%; margin-top: 5px;"></div>		5. Contract Start Date <div style="border: 1px solid black; height: 20px; width: 100%; margin-top: 5px; text-align: center;">04/01/2016</div>	6. Contract End Date <div style="border: 1px solid black; height: 20px; width: 100%; margin-top: 5px; text-align: center;">03/31/2016</div>
7. Is this contract a follow-on contract? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		If Yes, provide previous Contract Number, IAA Number, or Job Code <div style="border: 1px solid black; height: 20px; width: 100%; margin-top: 5px;">NRC 10-10-372 / NRC 10-0189</div>	
8. Contract Performance Requirements			
A. Will the contract require access to classified matter (information, systems, and/or material) (i.e., 32 CFR Part 2004 or MD 12.2)? <input type="checkbox"/> Yes (continue) <input checked="" type="checkbox"/> No (If no, proceed to Block 8.E.)			
B. What is the highest level of classified matter the contractor will need to access to perform contract responsibilities? <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <div style="border: 1px solid black; padding: 2px 10px;">Not Applicable</div> <div style="border: 1px solid black; padding: 2px 10px;">Select 2nd Level of Classification</div> </div>			
C. To carry out requirements of the contract, will the contractor need to possess, generate, or store classified matter at the contractor facility location? <input type="checkbox"/> Yes (continue) <input checked="" type="checkbox"/> No (If no, proceed to Block 8.E.)			
D. Choose all that apply: In regards to classified matter, the contractor will require:			
<div style="display: flex; flex-wrap: wrap;"> <div style="width: 50%;"> <input type="checkbox"/> 1) Access to Foreign Intelligence Information </div> <div style="width: 50%;"> <input type="checkbox"/> 2) Receipt and storage (i.e., safeguarding) of classified matter </div> <div style="width: 50%;"> <input type="checkbox"/> 3) Access to cryptographic material or other classified COMSEC information </div> <div style="width: 50%;"> <input type="checkbox"/> 4) Access to classified matter or information processed by another agency </div> <div style="width: 50%;"> <input type="checkbox"/> 5) Use of a classified information technology processing system </div> <div style="width: 50%;"> <input type="checkbox"/> 6) Generation of classified at Contractor facility location </div> <div style="width: 50%;"> <input type="checkbox"/> 7) Generation of classified matter at an NRC facility </div> </div>			
E. Will the contractor require access to Safeguards Information or Safeguards Information - Modified Handling Information (i.e., 10 CFR 73.21, 73.22, and/or 73.23)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
F. Will the contractor possess, generate, or store SGI or SGI-M at the contractor facility? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
G. Will the contractor require access to Sensitive Unclassified Non-Safeguards Information (SUNSI) or sensitive information technology (IT) Systems (i.e., MD 12.6)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
H. Will the contractor possess, generate, or store SUNSI or have access to NRC sensitive IT systems at the contractor facility? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
I. Was "Yes" checked to Block 8.A., Block 8.C., Block 8.E., or Block 8.H.? (If "Yes", then a Facility Clearance including a security plan is required to be issued for the contractor by the Facilities Security Branch before final award of the contract and before work can begin on the contract.) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
J. Choose all that apply:			
<div style="display: flex; flex-wrap: wrap;"> <div style="width: 50%;"> <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 checked="" type="checkbox"/> 6) Will operate hazardous equipment at NRC facilities. </div> <div style="width: 50%;"> <input 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

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

This contract will only require two persons to be badged for limited building access only.

10. Does this contract contain any subcontractors?

If "Yes", provide company name and address. If known, also provide Defense Security Service cage code.
If more than one subcontractor, provide additional information to Facilities Security Branch.
If "No", (It is the responsibility of the COR to notify FSB if the contract adds a subcontractor).



Yes



No

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

Ruppert Landscape
23601 Laytonsville Road
Laytonsville, MD 20882

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

Typed or Printed Name and Title of Authorized Classifier

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

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

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



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



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



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

13. Approvals

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

Timothy I. Pulliam

Signature

Timothy I. Pulliam

Date

2/12/16

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

Timothy I. Pulliam

Signature

Timothy I. Pulliam

Date

2/12/16

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

James C. Corbett

Signature

James C. Corbett

Date

2/12/16

REMARKS

WD 15-2104 (Rev.-2) was first posted on www.wdol.gov on 01/05/2016

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

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

Daniel W. Simms Division of
Director Wage Determinations

Wage Determination No.: 2015-2104
Revision No.: 2
Date Of Revision: 12/29/2015

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Service Contract Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

States: Maryland, Virginia

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

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		15.08
01012 - Accounting Clerk II		16.92
01013 - Accounting Clerk III		22.30
01020 - Administrative Assistant		31.41
01035 - Court Reporter		21.84
01051 - Data Entry Operator I		14.38
01052 - Data Entry Operator II		15.69
01060 - Dispatcher, Motor Vehicle		17.87
01070 - Document Preparation Clerk		14.21
01090 - Duplicating Machine Operator		14.21
01111 - General Clerk I		14.88
01112 - General Clerk II		16.24
01113 - General Clerk III		18.74
01120 - Housing Referral Assistant		25.29
01141 - Messenger Courier		13.62
01191 - Order Clerk I		15.12
01192 - Order Clerk II		16.50
01261 - Personnel Assistant (Employment) I		18.15
01262 - Personnel Assistant (Employment) II		20.32
01263 - Personnel Assistant (Employment) III		22.65
01270 - Production Control Clerk		22.03
01290 - Rental Clerk		16.55
01300 - Scheduler, Maintenance		18.07
01311 - Secretary I		18.07
01312 - Secretary II		20.18
01313 - Secretary III		25.29
01320 - Service Order Dispatcher		16.98
01410 - Supply Technician		28.55

01420 - Survey Worker	20.03
01460 - Switchboard Operator/Receptionist	14.43
01531 - Travel Clerk I	13.29
01532 - Travel Clerk II	14.36
01533 - Travel Clerk III	15.49
01611 - Word Processor I	15.63
01612 - Word Processor II	17.67
01613 - Word Processor III	19.95
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	25.26
05010 - Automotive Electrician	23.51
05040 - Automotive Glass Installer	22.15
05070 - Automotive Worker	22.15
05110 - Mobile Equipment Servicer	19.04
05130 - Motor Equipment Metal Mechanic	24.78
05160 - Motor Equipment Metal Worker	22.15
05190 - Motor Vehicle Mechanic	24.78
05220 - Motor Vehicle Mechanic Helper	18.49
05250 - Motor Vehicle Upholstery Worker	21.63
05280 - Motor Vehicle Wrecker	22.15
05310 - Painter, Automotive	23.51
05340 - Radiator Repair Specialist	22.15
05370 - Tire Repairer	14.44
05400 - Transmission Repair Specialist	24.78
07000 - Food Preparation And Service Occupations	
07010 - Baker	13.85
07041 - Cook I	12.55
07042 - Cook II	14.60
07070 - Dishwasher	10.11
07130 - Food Service Worker	10.66
07210 - Meat Cutter	18.08
07260 - Waiter/Waitress	9.70
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	19.86
09040 - Furniture Handler	14.06
09080 - Furniture Refinisher	20.23
09090 - Furniture Refinisher Helper	15.52
09110 - Furniture Repairer, Minor	17.94
09130 - Upholsterer	19.86
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	10.54
11060 - Elevator Operator	10.54
11090 - Gardener	17.52
11122 - Housekeeping Aide	11.83
11150 - Janitor	11.83
11210 - Laborer, Grounds Maintenance	13.07
11240 - Maid or Houseman	11.26
11260 - Pruner	11.58
11270 - Tractor Operator	16.04
11330 - Trail Maintenance Worker	13.07
11360 - Window Cleaner	12.85
12000 - Health Occupations	
12010 - Ambulance Driver	20.41
12011 - Breath Alcohol Technician	20.27
12012 - Certified Occupational Therapist Assistant	23.11
12015 - Certified Physical Therapist Assistant	21.43
12020 - Dental Assistant	17.18
12025 - Dental Hygienist	44.75
12030 - EKG Technician	27.67
12035 - Electroneurodiagnostic Technologist	27.67
12040 - Emergency Medical Technician	20.41

12071 - Licensed Practical Nurse I	19.07
12072 - Licensed Practical Nurse II	21.35
12073 - Licensed Practical Nurse III	24.13
12100 - Medical Assistant	15.01
12130 - Medical Laboratory Technician	18.04
12160 - Medical Record Clerk	17.42
12190 - Medical Record Technician	19.50
12195 - Medical Transcriptionist	18.77
12210 - Nuclear Medicine Technologist	37.60
12221 - Nursing Assistant I	10.80
12222 - Nursing Assistant II	12.14
12223 - Nursing Assistant III	13.98
12224 - Nursing Assistant IV	15.69
12235 - Optical Dispenser	20.17
12236 - Optical Technician	15.80
12250 - Pharmacy Technician	18.12
12280 - Phlebotomist	15.69
12305 - Radiologic Technologist	31.11
12311 - Registered Nurse I	27.64
12312 - Registered Nurse II	33.44
12313 - Registered Nurse II, Specialist	33.44
12314 - Registered Nurse III	40.13
12315 - Registered Nurse III, Anesthetist	40.13
12316 - Registered Nurse IV	48.10
12317 - Scheduler (Drug and Alcohol Testing)	21.73
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19.86
13012 - Exhibits Specialist II	24.61
13013 - Exhibits Specialist III	30.09
13041 - Illustrator I	20.48
13042 - Illustrator II	25.38
13043 - Illustrator III	31.03
13047 - Librarian	33.88
13050 - Library Aide/Clerk	14.21
13054 - Library Information Technology Systems Administrator	30.60
13058 - Library Technician	19.89
13061 - Media Specialist I	18.73
13062 - Media Specialist II	20.95
13063 - Media Specialist III	23.36
13071 - Photographer I	16.65
13072 - Photographer II	18.90
13073 - Photographer III	23.67
13074 - Photographer IV	28.65
13075 - Photographer V	33.76
13110 - Video Teleconference Technician	20.39
14000 - Information Technology Occupations	
14041 - Computer Operator I	18.92
14042 - Computer Operator II	21.18
14043 - Computer Operator III	23.60
14044 - Computer Operator IV	26.22
14045 - Computer Operator V	29.05
14071 - Computer Programmer I	(see 1) 26.36
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	18.92
14160 - Personal Computer Support Technician	26.22

15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	36.47
15020 - Aircrew Training Devices Instructor (Rated)	44.06
15030 - Air Crew Training Devices Instructor (Pilot)	52.81
15050 - Computer Based Training Specialist / Instructor	36.47
15060 - Educational Technologist	35.31
15070 - Flight Instructor (Pilot)	52.81
15080 - Graphic Artist	26.80
15090 - Technical Instructor	25.08
15095 - Technical Instructor/Course Developer	30.67
15110 - Test Proctor	20.20
15120 - Tutor	20.20
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	9.88
16030 - Counter Attendant	9.88
16040 - Dry Cleaner	12.94
16070 - Finisher, Flatwork, Machine	9.88
16090 - Presser, Hand	9.88
16110 - Presser, Machine, Drycleaning	9.88
16130 - Presser, Machine, Shirts	9.88
16160 - Presser, Machine, Wearing Apparel, Laundry	9.88
16190 - Sewing Machine Operator	13.78
16220 - Tailor	14.66
16250 - Washer, Machine	10.88
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	21.14
19040 - Tool And Die Maker	23.38
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	18.02
21030 - Material Coordinator	22.03
21040 - Material Expediter	22.03
21050 - Material Handling Laborer	13.83
21071 - Order Filler	15.09
21080 - Production Line Worker (Food Processing)	18.02
21110 - Shipping Packer	15.09
21130 - Shipping/Receiving Clerk	15.09
21140 - Store Worker I	11.72
21150 - Stock Clerk	16.86
21210 - Tools And Parts Attendant	18.02
21410 - Warehouse Specialist	18.02
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	27.21
23021 - Aircraft Mechanic I	25.83
23022 - Aircraft Mechanic II	27.21
23023 - Aircraft Mechanic III	28.53
23040 - Aircraft Mechanic Helper	17.54
23050 - Aircraft, Painter	24.73
23060 - Aircraft Servicer	19.76
23080 - Aircraft Worker	21.01
23110 - Appliance Mechanic	21.75
23120 - Bicycle Repairer	14.43
23125 - Cable Splicer	26.02
23130 - Carpenter, Maintenance	21.40
23140 - Carpet Layer	20.49
23160 - Electrician, Maintenance	27.98
23181 - Electronics Technician Maintenance I	24.94
23182 - Electronics Technician Maintenance II	26.47
23183 - Electronics Technician Maintenance III	27.89
23260 - Fabric Worker	19.13
23290 - Fire Alarm System Mechanic	22.91
23310 - Fire Extinguisher Repairer	17.62

23311 - Fuel Distribution System Mechanic	22.81
23312 - Fuel Distribution System Operator	19.38
23370 - General Maintenance Worker	21.43
23380 - Ground Support Equipment Mechanic	25.83
23381 - Ground Support Equipment Servicer	19.76
23382 - Ground Support Equipment Worker	21.01
23391 - Gunsmith I	17.62
23392 - Gunsmith II	20.49
23393 - Gunsmith III	22.91
23410 - Heating, Ventilation And Air-Conditioning Mechanic	23.89
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	25.17
23430 - Heavy Equipment Mechanic	22.91
23440 - Heavy Equipment Operator	22.91
23460 - Instrument Mechanic	22.59
23465 - Laboratory/Shelter Mechanic	21.75
23470 - Laborer	14.98
23510 - Locksmith	21.90
23530 - Machinery Maintenance Mechanic	23.12
23550 - Machinist, Maintenance	22.91
23580 - Maintenance Trades Helper	18.27
23591 - Metrology Technician I	22.59
23592 - Metrology Technician II	23.80
23593 - Metrology Technician III	24.96
23640 - Millwright	28.19
23710 - Office Appliance Repairer	22.96
23760 - Painter, Maintenance	21.75
23790 - Pipefitter, Maintenance	24.63
23810 - Plumber, Maintenance	22.29
23820 - Pneudraulic Systems Mechanic	22.91
23850 - Rigger	22.91
23870 - Scale Mechanic	20.49
23890 - Sheet-Metal Worker, Maintenance	22.91
23910 - Small Engine Mechanic	20.49
23931 - Telecommunications Mechanic I	29.95
23932 - Telecommunications Mechanic II	31.55
23950 - Telephone Lineman	27.41
23960 - Welder, Combination, Maintenance	22.91
23965 - Well Driller	22.91
23970 - Woodcraft Worker	22.91
23980 - Woodworker	17.62
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	12.79
24580 - Child Care Center Clerk	17.77
24610 - Chore Aide	10.57
24620 - Family Readiness And Support Services Coordinator	16.90
24630 - Homemaker	18.43
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	27.30
25040 - Sewage Plant Operator	20.84
25070 - Stationary Engineer	27.30
25190 - Ventilation Equipment Tender	19.49
25210 - Water Treatment Plant Operator	20.84
27000 - Protective Service Occupations	
27004 - Alarm Monitor	20.57
27007 - Baggage Inspector	12.71
27008 - Corrections Officer	22.80
27010 - Court Security Officer	24.72
27030 - Detection Dog Handler	20.57

27040 - Detention Officer	22.80
27070 - Firefighter	24.63
27101 - Guard I	12.71
27102 - Guard II	20.57
27131 - Police Officer I	26.52
27132 - Police Officer II	29.67
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.59
28042 - Carnival Equipment Repairer	14.63
28043 - Carnival Worker	9.24
28210 - Gate Attendant/Gate Tender	13.01
28310 - Lifeguard	11.59
28350 - Park Attendant (Aide)	14.56
28510 - Recreation Aide/Health Facility Attendant	10.62
28515 - Recreation Specialist	18.04
28630 - Sports Official	11.59
28690 - Swimming Pool Operator	18.21
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	23.13
29020 - Hatch Tender	23.13
29030 - Line Handler	23.13
29041 - Stevedore I	21.31
29042 - Stevedore II	24.24
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	39.92
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	26.84
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	29.56
30021 - Archeological Technician I	20.19
30022 - Archeological Technician II	22.60
30023 - Archeological Technician III	27.98
30030 - Cartographic Technician	27.98
30040 - Civil Engineering Technician	26.41
30061 - Drafter/CAD Operator I	20.19
30062 - Drafter/CAD Operator II	22.60
30063 - Drafter/CAD Operator III	25.19
30064 - Drafter/CAD Operator IV	31.00
30081 - Engineering Technician I	22.92
30082 - Engineering Technician II	25.72
30083 - Engineering Technician III	28.79
30084 - Engineering Technician IV	35.64
30085 - Engineering Technician V	43.61
30086 - Engineering Technician VI	52.76
30090 - Environmental Technician	27.41
30210 - Laboratory Technician	23.38
30240 - Mathematical Technician	28.94
30361 - Paralegal/Legal Assistant I	21.36
30362 - Paralegal/Legal Assistant II	26.47
30363 - Paralegal/Legal Assistant III	32.36
30364 - Paralegal/Legal Assistant IV	39.16
30390 - Photo-Optics Technician	27.98
30461 - Technical Writer I	21.93
30462 - Technical Writer II	26.84
30463 - Technical Writer III	32.47
30491 - Unexploded Ordnance (UXO) Technician I	24.74
30492 - Unexploded Ordnance (UXO) Technician II	29.93
30493 - Unexploded Ordnance (UXO) Technician III	35.88
30494 - Unexploded (UXO) Safety Escort	24.74
30495 - Unexploded (UXO) Sweep Personnel	24.74
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 25.19
30621 - Weather Observer, Senior	(see 2) 27.98

31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	14.32
31030 - Bus Driver	20.85
31043 - Driver Courier	13.98
31260 - Parking and Lot Attendant	10.07
31290 - Shuttle Bus Driver	15.66
31310 - Taxi Driver	13.98
31361 - Truckdriver, Light	15.66
31362 - Truckdriver, Medium	17.90
31363 - Truckdriver, Heavy	19.18
31364 - Truckdriver, Tractor-Trailer	19.18
99000 - Miscellaneous Occupations	
99030 - Cashier	10.03
99050 - Desk Clerk	11.58
99095 - Embalmer	23.05
99251 - Laboratory Animal Caretaker I	11.30
99252 - Laboratory Animal Caretaker II	12.35
99310 - Mortician	31.73
99410 - Pest Controller	17.69
99510 - Photofinishing Worker	13.20
99710 - Recycling Laborer	18.50
99711 - Recycling Specialist	22.71
99730 - Refuse Collector	16.40
99810 - Sales Clerk	12.09
99820 - School Crossing Guard	13.43
99830 - Survey Party Chief	21.94
99831 - Surveying Aide	13.63
99832 - Surveying Technician	20.85
99840 - Vending Machine Attendant	14.43
99841 - Vending Machine Repairer	18.73
99842 - Vending Machine Repairer Helper	14.43

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, severance pay, and savings and thrift plans. Minimum employer contributions costing an average of \$4.27 per hour computed on the basis of all hours worked by service employees employed on the contract.

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

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

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

1) **COMPUTER EMPLOYEES:** Under the SCA at section 8(b), this wage determination does

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

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

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

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

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

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

incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

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

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

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

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

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

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the commencement date of the contract (See 29 CFR 4.6(b)(2)(iv)(C)(vi)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).

2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, U.S. Department of Labor, for review (See 29 CFR 4.6(b)(2)(ii)).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

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

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