

|  |  |  |   |   |               |
|--|--|--|---|---|---------------|
| <b>SOLICITATION, OFFER<br/>AND AWARD</b><br>(Construction, Alteration, or Repair)  |  | 1. SOLICITATION NO.                              | 2. TYPE OF SOLICITATION   | 3. DATE ISSUED  | PAGE OF PAGES |
|  |  | ADM-06-439                                       | <input type="checkbox"/> SEALED BID (IFB)<br><input checked="" type="checkbox"/> NEGOTIATED (RFP) | 08-04-2006  | 1             |
| IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.   |  |  |   |   |               |
| 4. CONTRACT NO.<br>NRC10-06-439  |  | 5. REQUISITION/PURCHASE REQUEST NO.<br>10-06-439 |   | 6. PROJECT NO.  |               |
| 7. ISSUED BY   |  | CODE   | 8. ADDRESS OFFER TO   |   |               |
| U.S. Nuclear Regulatory Commission<br>Div. of Contracts<br>Attn: Jeff McDermott<br>Mail Stop T-7-I-2<br>Washington, DC 20555 |  | 3100   |   |   |               |
| 9. FOR INFORMATION CALL:   |  | A. NAME  |   | B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) |               |

## SOLICITATION

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, identifying no., date):

The Contractor shall provide all supervision, labor, and material to perform demolition, repairs, alterations, and construction for projects at the United States Nuclear Regulatory Commission (NRC), White Flint Headquarters complex. Performance shall be in accordance with Section C, Statement of Work/Specifications and all other terms and conditions of this contract.

11. The Contractor shall begin performance within \* ten (calendar days and complete it within \*        calendar days after receiving ☐ award, ☒ notice to proceed. This performance period is ☒ mandatory, ☐ negotiable. (See \*per each task order.)

12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES," indicate within how many calendar days after award in Item 12B.)

☒ YES ☐ NO

12B. CALENDAR DAYS

TBD

## 13. ADDITIONAL SOLICITATION REQUIREMENTS:

- A. Sealed offers in original and        copies to perform the work required are due at the place specified in Item 8 by        (hour) local time        (date). If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, the date and time offers are due.
- B. An offer guarantee ☐ is, ☐ is not required.
- C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.
- D. Offers providing less than        calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

**OFFER(Must be fully completed by offeror)**

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)

PAIGE INDUSTRIAL SERVICES INC

3301 HUBBARD RD

LANDOVER MD 207852012

CODE

FACILITY CODE

15. TELEPHONE NO. (Include area code)  
(301) 386-0877

16. REMITTANCE ADDRESS (Include only if different than Item 14)

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of the solicitation, if this offer is accepted by the Government in writing within \_\_\_\_\_ calendar days after the date offers are due. (Insert any number equal to or greater than the minimum requirement stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)

AMOUNTS

18. The offeror agrees to furnish any required performance and payment bonds.

**19. ACKNOWLEDGMENT OF AMENDMENTS**

(The offeror acknowledges receipt of amendments to the solicitation - give number and date of each)

| AMENDMENT NO. |  |  |  |  |  |  |  |  |  |  |  |
|---------------|--|--|--|--|--|--|--|--|--|--|--|
| DATE          |  |  |  |  |  |  |  |  |  |  |  |

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER  
(Type or print)

20B. SIGNATURE

20C. OFFER DATE

**AWARD (To be completed by Government)**

21. ITEMS ACCEPTED:

22. AMOUNT

\$397,389.28

23. ACCOUNTING AND APPROPRIATION DATA

31X0200 B&R:640155A1303 BOC: 252A JCN: X2316 OBL:\$397,389.28  
DUNS Number: 013620450

24. SUBMIT INVOICES TO ADDRESS SHOWN IN  
(4 copies unless otherwise specified)

ITEM  
27

25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO

☐ 10 U.S.C. 2304(c)( ) ☒ 41 U.S.C. 253(c)( ) 5

26. ADMINISTERED BY

CODE

3100

27. PAYMENT WILL BE MADE BY

3100

U.S. Nuclear Regulatory Commission  
Div. of Contracts  
ATTN: Jeff McDermott  
Mail Stop T-7-I2  
Washington, DC 20555

U.S. Nuclear Regulatory Commission  
Payment Team, Mail Stop T-7-I-2  
Attn: NRC-10-06-439  
Washington DC 20555

**CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE**

☒ 28. NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 3 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses representations, certification, and specifications or incorporated by reference in or attached to this contract.

☐ 29. AWARD (Contractor is not required to sign this document.) Your offer on this solicitation, is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print)

31A. NAME OF CONTRACTING OFFICER (Type or print)

Phyllis A. Bower

30B. SIGNATURE

30C. DATE

8/4/06

31B. UNITED STATES OF AMERICA

BY

08-04-2006

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**PART I - THE SCHEDULE****SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS****B.1 PRICE/COST SCHEDULE**

| ITEM<br>AMOUNT<br>NO. | DESCRIPTION OF<br>SUPPLIES/SERVICES                 | QTY | UNIT         | UNIT<br>PRICE  |
|-----------------------|---|-----|--------------|----------------|
|                       |   |     |              | \$975,000.0000 |
| \$975,000.00          | BUILDING ALTERATIONS FOR THE WHITE<br>FLINT COMPLEX |     |              |                |
|                       | FUNDING/REQ NO:                                     |     | \$397,389.28 | 10-06-439      |

\$975,000.00

GRAND TOTAL ---

## =====

**ACCOUNTING AND APPROPRIATION DATA:**ACRN APPROPRIATION  
AMOUNT

REQUISITION NUMBER

1 B&R-64015-5A1303-JCN-X2316-BOC-252A- 10-06-439  
\$397,389.28

P

**B.2 PROJECT TITLE**

The title of this project is as follows:

Building alteration services for the White Flint Complex

**B.3 BRIEF DESCRIPTION OF WORK (MAR 1987) ALTERNATE 1 (JUN 1988)**

(a) Brief description of work:

Buildings alteration services for the White Flint Complex

(b) Orders will be issued for work required by the NRC in accordance with 52.216-18 - Ordering. Only Contracting Officers of the NRC or other individuals specifically authorized under this contract may authorize the initiation of work under this contract. The provisions of this contract shall govern all orders issued hereunder.

**B.4 CONSIDERATION AND OBLIGATION--DELIVERY ORDERS (JUN 1988)**

(a) The total estimated amount of this contract (ceiling) for the products/services ordered, delivered, and accepted under this contract is \$975,000.00. The Contracting Officer may unilaterally increase this amount as necessary for orders to be placed with the contractor during the contract period provided such orders are within any maximum ordering limitation prescribed under this contract.

(b) The amount presently obligated with respect to this contract is \$397,389.28. The Contracting Officer may issue orders for work up to the amount presently obligated. This obligated amount may be unilaterally increased from time to time by the Contracting Officer by written modification to this contract. The obligated amount shall, at no time, exceed the contract ceiling as specified in paragraph a above. When and if the amount(s) paid and payable to the Contractor hereunder shall equal the obligated amount, the Contractor shall not be obligated to continue performance of the work unless and until the Contracting Officer shall increase the amount obligated with respect to this contract. Any work undertaken by the Contractor in excess of the obligated amount specified above is done so at the Contractor's sole risk.

**SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK****1- Introduction / Scope**

The United States Nuclear Regulatory Commission (NRC) White Flint Headquarters Complex (WFC) is located at 11545 and 11555 Rockville Pike, Rockville, Maryland. In order to support an immediate need to substantially increase the workforce size, the Office of Administration has established a Space Optimization Program to create new WFC workstations and offices. Interior constructions services including demolition, repair, and alterations are needed to support this project. This Indefinite Delivery Indefinite Quantity (IDIQ), labor-hour plus materials contract will provide interior construction services for this Space Optimization project.

**2- Objective**

The objective of this IDIQ contract is entering into an agreement with a qualified contractor to perform various construction tasks. Under individual task orders, the contractor shall perform demolition, repairs, alterations, and construction for projects as specified by NRC for the headquarters complex facilities. Because of the NRC's need to quickly create additional workstations and offices, the work placed under this Contract will require accelerated completion that will often require work at night and weekends.

**3- Types of Services**

The contractor shall furnish all labor, materials, equipment, transportation, and supervision, etc. to satisfy requirements of the NRC as required for projects for demolition, repairs, alterations, and construction for Space and Property Management Branch. The type of work to be performed under this contract includes, but is not limited to: A&E design services, demolition, site work, concrete, masonry, wood, plastering, painting, ceramic, cabinetry, carpeting/flooring, electrical, plumbing, HVAC, and roofing, Carpentry.

**4- Labor Rates**

Labor rates for work anticipated to be performed under this Contract are provided in Section J Attachment 1. These established rates shall be used by the Contractor in preparing Work Orders placed under this Contract. When a labor classification is required that is not included in the rates established by this Contract, the Contractor shall propose rates equal to that provided to the Contractor's most favored customers.

**5- Work Orders**

A. Work order requests will be sent to the Contractor via a Draft Work Order, with all the necessary documentation of the project's requirements including a reasonably descriptive set of plans, specifications and special conditions in sufficient detail to permit the Contractor to propose pricing and confirm the ability to perform the work within the NRC-provided schedule.

B. The Contractor shall promptly submit a proposal, which shall include a detail cost or pricing breakdown, (at the minimum) by material cost, unit costs, labor hours, overhead, and profit.

C. NRC shall execute sequentially-numbered Work Orders reflecting all the terms and conditions agreed upon.

The NRC Contracting Officer is the only NRC official authorized to issue Task Orders.

## 6- Bonding Requirements

Bonding will not be required for Work Orders under \$25,000.00. For projects that will total over \$25,000.00, the contractor shall furnish a Performance Bond in the amount of 100% of the individual Work Order's specific agreed cost, the Contractor shall furnish a Payment Bond in the amount of 50% of the cost of the individual Work Order.

## 7- Insurance

The Contractor shall provide a Certificate of Insurance for each individual Work Order issued, prior to award of the contract.

## 8- Method of payment

Payment(s) will be made in accordance with the provisions set forth in the individual Work Order(s), identifying the particular Work Order Number(s), the Building Name, Project Title, etc. after the Contracting Officer's Technical Representative (COTR) approval.

## 9- Invoice(s)

The Contractor shall submit an Original and One Copy of his Invoice(s), identifying NRC Contract Number, Work Order Number, and certified payrolls, etc. to

NRC Division of Contracts Mail Stop T-712 Washington D.C. 20555

## 10- Period of Performance

a. This contract shall become effective upon execution of the documents by all parties and cover a period of one year thereafter. The proposed contract will have a guaranteed minimum of contractual work of \$25,000.00 per annum; with a maximum limit estimated not-to-exceed \$975,000.00. The Period of Performance shall not exceed 1 year.

## 11- Delegation of Authority for Contract Administration

a. The Branch Chief of the Space and Property Management Branch, Division of Facility and Security, Office of Administrations, USNRC or his authorized representative shall act for and on behalf of the Contracting Officer in the administration of any resultant contract with respect to:

(I) Resolution of issues that may arise between the Contractor and the Government in connection with such matters as acceptability of workmanship and other technical requirements;

(II) Evaluation on an overall basis of the acceptability of workmanship and Contractor compliance with technical requirements.

(III) The approval and acceptance of work performed under the contract.

b. This delegation does not authorize the modification of any of the contract provisions, terms, or conditions. All authorities not herein delegated are reserved to the Contracting Officer.

c. The Contractor shall make available such records, reports and facilities as may be required to carry out this assignment.

## 12. Discontinuance of Agreement



This agreement will be reviewed at the time for renewal and revised to conform to the current procurement regulations in the Federal Acquisition Regulations (FAR). This agreement may be discontinued upon 30 days written notice by either party. Discontinuance of this agreement will not affect any individual Work Order referencing this agreement entered into prior to the effective date of discontinuance and all work under such Work Order(s) will be carried to completion with the full force and effect of this contract's terms and conditions when they were started.

### 13. Inspection and Acceptance

Inspections will be made on a daily basis on work performed at the job(s) site(s), for each and every Work Order promulgated under this contract by agency's assigned COTR. All work will be coordinated through the Contracting Officer's Technical Representative (COTR) designated for inspection, acceptance of work, payrolls, invoices, etc.

### 14. Non-payment for Additional Work

Any additional supplies or services or a change to work specified which may be performed by the Contractor, either at his own volition or at the request of an individual other than a duly appointed Contracting Officer except as may be explicitly authorized in this contract, are not authorized and will not be paid for. Only a duly appointed Contracting Officer is authorized to change the specifications, terms or conditions in this contract.

### 15. Use of Nuclear Regulatory Commission Name

It is recognized and acknowledged that the Contractor shall have no right to use the name "Nuclear Regulatory Commission" in connection with any of its own advertising, marketing or promotion. However, any marketing or promotional programs or materials concerning the NRC or the project shall be submitted to the NRC's Contracting Officer for review and approval prior to any implementation thereof. NRC may withhold any approval required hereunder as it wishes or deems necessary.

### 16. Attachments

The following documents are attached hereto and made a part of this contract:

1. Labor Rates
2. General Wage Decision No. MD030056 dated 05/05/2006
3. NRC Form 187.

**SECTION D - PACKAGING AND MARKING**

**SECTION E - INSPECTION AND ACCEPTANCE****E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

| NUMBER    | TITLE   | DATE     |
|-----------|---|----------|
| 52.246-12 | FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)<br>INSPECTION OF CONSTRUCTION | AUG 1996 |

**E.2 PLACE OF INSPECTION AND ACCEPTANCE (MAR 1987)**

Inspection and acceptance of the deliverable items to be furnished hereunder shall be made by the Project Officer at the destination.

**SECTION F - DELIVERIES OR PERFORMANCE****F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

| NUMBER    | TITLE   | DATE     |
|-----------|---|----------|
|           | FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) |          |
| 52.242-14 | SUSPENSION OF WORK                                | APR 1984 |
| 52.242-17 | GOVERNMENT DELAY OF WORK                          | APR 1984 |
| 52.247-34 | F.O.B. DESTINATION                                | NOV 1991 |

**F.2 52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)  
ALTERNATE I (APR 1984)**

The Contractor shall be required to (a) commence work under this contract within \* ten (10) calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than \* as specified in each task order. The time stated for completion shall include final cleanup of the premises.

The completion date is based on the assumption that the successful offeror will receive the notice to proceed by 08/07/2006. The completion date will be extended by the number of calendar days after the above date that the Contractor receives the notice to proceed, except to the extent that the delay in issuance of the notice to proceed results from the failure of the Contractor to execute the contract and give the required performance and payment bonds within the time specified in the offer.

**F.3 DURATION OF CONTRACT PERIOD (MAR 1987) ALTERNATE 1 (JUN 1988)**

The ordering period for this contract shall commence on August 7, 2006 and will expire August 6, 2007. Any orders issued during this period shall be completed within the time specified in the order, unless otherwise specified herein. (See 52.216-18 - Ordering).

**SECTION G - CONTRACT ADMINISTRATION DATA****G.1 PROJECT OFFICER AUTHORITY (ALT 2) (FEB 2004)**

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

Name: William Harris

Address: U. S. Nuclear Regulatory  
ADM/DFS/SPPM  
Mail Stop T-7D24  
Washington, DC 20555

Telephone Number: 301-415-8079

(b) The project officer 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.
- (4) Immediately notify the Security Branch, Division of Facilities and Security (SB/DFS) (via e-mail) when a contractor employee no longer requires access authorization and return of any NRC issued badge to SB/DFS within three days after their termination.

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

\*To be incorporated into any resultant contract

**G.2 2052.216-72 TASK ORDER PROCEDURES (OCT 1999)**

(a) Task order request for proposal. When a requirement within the scope of work for this contract is identified, the contracting officer shall transmit to the contractor a Task Order Request for Proposal (TORFP) which may include the following, as appropriate:

- (1) Scope of work/meetings/travel and deliverables;
- (2) Reporting requirements;
- (3) Period of performance - place of performance;
- (4) Applicable special provisions;

(5) Technical skills required; and

(6) Estimated level of effort.

(b) Task order technical proposal. By the date specified in the TORFP, the contractor shall deliver to the contracting officer a written or verbal (as specified in the TORFP technical proposal submittal instructions) technical proposal that provides the technical information required by the TORFP.

(c) Cost proposal. The contractor's cost proposal for each task order must be fully supported by cost and pricing data adequate to establish the reasonableness of the proposed amounts. When the contractor's estimated cost for the proposed task order exceeds \$100,000 and the period of performance exceeds six months, the contractor may be required to submit a Contractor Spending Plan (CSP) as part of its cost proposal. The TORP indicates if a CSP is required.

(d) Task order award. The contractor shall perform all work described in definitized task orders issued by the contracting officer. Definitized task orders include the following:

(1) Statement of work/meetings/travel and deliverables;

(2) Reporting requirements;

(3) Period of performance;

(4) Key personnel;

(5) Applicable special provisions; and

(6) Total task order amount including any fixed fee.

### **G.3 2052.216-73 ACCELERATED TASK ORDER PROCEDURES (JAN 1993)**

(a) The NRC may require the contractor to begin work before receiving a definitized task order from the contracting officer. Accordingly, when the contracting officer verbally authorizes the work, the contractor shall proceed with performance of the task order subject to the monetary limitation established for the task order by the contracting officer.

(b) When this accelerated procedure is employed by the NRC, the contractor agrees to begin promptly negotiating with the contracting officer the terms of the definitive task order and agrees to submit a cost proposal with supporting cost or pricing data. If agreement on a definitized task order is not reached by the target date mutually agreed upon by the contractor and contracting officer, the contracting officer may determine a reasonable price and/or fee in accordance with Subpart 15.8 and Part 31 of the FAR, subject to contractor appeal as provided in 52.233-1, Disputes. In any event, the contractor shall proceed with completion of the task order, subject only to the monetary limitation established by the contracting officer and the terms and conditions of the basic contract.

### **G.4 ORDERING PROCEDURES (MAY 1991)**

(a) In addition to the contracting officer, contract administrator, and project officer, the following individuals are authorized to issue delivery orders under this contract:

N/A

(b) All delivery orders shall be prepared in accordance with FAR 16.506 and may be issued in writing, orally, or by written telecommunications.

**SECTION H - SPECIAL CONTRACT REQUIREMENTS****H.1 Whistleblower Protection for NRC Contractor and Subcontractor Employees.**

a) The U.S. Nuclear Regulatory Commission (NRC) contractor and its subcontractor are subject to the Whistleblower Employee Protection public law provisions as codified at 42 U.S.C. 5851. NRC contractor(s) and subcontractor(s) shall comply with the requirements of this Whistleblower Employee Protection law, and the implementing regulations of the NRC and the Department of Labor (DOL). See, for example, DOL Procedures on Handling Complaints at 29 C.F.R. Part 24 concerning the employer obligations, prohibited acts, DOL procedures and the requirement for prominent posting of notice of Employee Rights at Appendix A to Part 24.

b) Under this Whistleblower Employee Protection law, as implemented by regulations, NRC contractor and subcontractor employees are protected from discharge, reprisal, threats, intimidation, coercion, blacklisting or other employment discrimination practices with respect to compensation, terms, conditions or privileges of their employment because the contractor or subcontractor employee(s) has provided notice to the employer, refused to engage in unlawful practices, assisted in proceedings or testified on activities concerning alleged violations of the Atomic Energy Act of 1954 (as amended) and the Energy Reorganization Act of 1974 (as amended).

c) The contractor shall insert this or the substance of this clause in any subcontracts involving work performed under this contract.

**H.2 Badge Requirements for Unescorted Building Access to NRC**

Facilities (FEB 2004)

During the life of this contract, the rights of ingress and egress for contractor personnel must be made available, as required, provided that the individual has been approved for unescorted access after a favorable adjudication from the Security Branch, Division of Facilities and Security (SB/DFS). In this regard, all contractor personnel whose duties under this contract require their presence on site shall be clearly identifiable by a distinctive badge furnished by the NRC. The Project Officer shall assist the contractor in obtaining badges for the contractor personnel. It is the sole responsibility of the contractor to ensure that each employee has a proper NRC-issued identification/badge at all times. All photo-identification badges must be immediately (no later than three days) delivered to SB/DFS for cancellation or disposition upon the termination of employment of any contractor personnel. Contractor personnel must display any NRC issued badge in clear view at all times during on-site performance under this contract. It is the contractor's duty to assure that contractor personnel enter only those work areas necessary for performance of contract work, and to assure the protection of any Government records or data that contractor personnel may come into contact with.

**H.3 SECURITY REQUIREMENTS FOR BUILDING ACCESS APPROVAL (FEB 2004)**

The contractor shall ensure that all its employees, including any subcontractor employees and any subsequent new employees who are assigned to perform the work herein, are approved by the Government for building access. Timely receipt of properly completed security applications is a contract requirement. Failure of the contractor to comply with this condition within the ten work day period may be a basis to void the notice of selection. In that event, the Government may select another firm for award.

A contractor employee shall not have access to NRC facilities until he/she is approved by Security Branch, Division of Facilities and Security (SB/DFS). Temporary access may be approved based on a favorable adjudication of their security forms. Final access will be approved based on favorably adjudicated background



checks by General Services Administration in accordance with the procedures found in NRC Management Directive 12.3, Part I. However, temporary access authorization approval will be revoked and the employee may subsequently be removed from the contract in the event the employee's investigation cannot be favorably adjudicated. Such employee will not be authorized to work under any NRC contract without the approval of SB/DFS. When an individual receives final access, the individual will be subject to a reinvestigation every five years.

The Government shall have and exercise full and complete control over granting, denying, withholding, or terminating building access approvals for individuals performing work under this contract. Individuals performing work under this contract shall be required to complete and submit to the contractor representative an acceptable GSA Form 176 (Statement of Personal History), and two FD-258 (Fingerprint Charts). Non-U.S. citizens must provide official documentation to the DFS/SB, 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 two years residency in the U. S. will not be approved for building access. The contractor representative will submit the documents to the Project Officer who will give them to the SB/DFS. SB/DFS 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 GSA Form 176. Also, in the exercise of its authority, GSA may, among other things, grant or deny permanent building access approval based on the results of its investigation and adjudication guidelines. This submittal requirement also applies to the officers of the firm who, for any reason, may visit the work sites for an extended period of time during the term of the contract. In the event that SB/DFS and GSA 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.

The contractor will immediately notify the Project Officer when a contractor employee terminates. The Project Officer will immediately notify SB/DFS (via e-mail) when a contractor employee no longer requires building access and return any NRC issued badges to the SB/DFS within three days after their termination.

#### **H.4 NOTICE OF REQUIRED PERFORMANCE SECURITY**

If a contract exceeds \$25,000, the successful offeror shall furnish security to guarantee faithful performance of the contract in the amount of 100% of the total contract price. Security may be in the form of a performance bond on Standard Form 25 (furnished on request), or in the form of a certified or cashier's check, bank draft, Post Office money order, or currency, or United States Government bonds or notes (at par value) deposited in accordance with Treasury Regulations. Money orders and checks shall be drawn payable to: U.S. Nuclear Regulatory Commission, Office of the Controller, Division of Accounting.

#### **H.5 NOTICE OF REQUIRED PAYMENT SECURITY**

If a contract exceeds \$25,000, the successful offeror shall furnish security to guarantee payment to all persons supplying labor or materials in the performance of the contract. Such security may be in the form of a payment bond on Standard Form 25A (furnished on request), or in the form of a certified or cashier's check, bank draft, Post Office money order, or currency, or United States Government bonds or notes (at par value) deposited in accordance with Treasury Regulations. Money orders and checks shall be drawn payable to: U.S. Nuclear Regulatory Commission, Office of the Controller, Division of Accounting. The penal sum of the payment bond shall equal 50% of the contract price.

## H.6 MINIMUM INSURANCE COVERAGE

The Contractor shall obtain and maintain insurance coverage as follows for the performance of this contract:

(a) Worker's compensation and employer's liability insurance as required by applicable federal and state worker's compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with the Contractor's commercial operations that it would not be practical. The employer's liability coverage shall be at least \$100,000, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

(b) Comprehensive general (bodily injury) liability insurance of at least \$500,000 per occurrence.

(c) Motor vehicle liability insurance written on the comprehensive form of policy which provides for bodily injury and property damage liability covering the operation of all motor vehicles used in connection with performing the contract. Policies covering motor vehicles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

(d) Comprehensive general and motor vehicle liability policies shall contain a provision worded as follows:

"The insurance company waives any right of subrogation against the United States of America which may arise by reason of any payment under the policy."

## H.7 GOVERNMENT FURNISHED EQUIPMENT/PROPERTY - NONE PROVIDED (JUN 1988)

The Government will not provide any equipment/property under this contract.

## H.8 SEAT BELTS

Contractors, subcontractors, and grantees, are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.

## H.9 Compliance with U.S. Immigration Laws and Regulations

NRC contractors are responsible to ensure that their alien personnel are not in violation of United States Immigration and Naturalization (INS) laws and regulations, including employment authorization documents and visa requirements. Each alien employee of the Contractor must be lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card Form 1-151 or must present other evidence from the Immigration and Naturalization Services that employment will not affect his/her immigration status. The INS Office of Business Liaison (OBL) provides information to contractors to help them understand the employment eligibility verification process for non-US citizens. This information can be found on the INS website, <http://www.ins.usdoj.gov/graphics/services/employerinfo/index.htm#obl>.

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

(End of Clause)

## PART II - CONTRACT CLAUSES

## SECTION I - CONTRACT CLAUSES

## I.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

| NUMBER    | TITLE  | DATE     |
|-----------|--|----------|
|           | FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)  |          |
| 52.202-1  | DEFINITIONS  | JUL 2004 |
| 52.203-3  | GRATUITIES   | APR 1984 |
| 52.203-5  | COVENANT AGAINST CONTINGENT FEES   | APR 1984 |
| 52.203-6  | RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT  | JUL 1995 |
| 52.203-7  | ANTI-KICKBACK PROCEDURES   | JUL 1995 |
| 52.203-8  | CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY   | JAN 1997 |
| 52.203-10 | PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY   | JAN 1997 |
| 52.203-12 | LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS   | SEP 2005 |
| 52.204-4  | PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER   | AUG 2000 |
| 52.204-7  | CENTRAL CONTRACTOR REGISTRATION (OCT 2003)   | OCT 2003 |
| 52.204-9  | PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2006)  | JAN 2006 |
| 52.209-6  | PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT | JAN 2005 |
| 52.215-2  | AUDIT AND RECORDS--NEGOTIATION   | JUN 1999 |
| 52.215-8  | ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT   | OCT 1997 |
| 52.219-6  | NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE   | JUN 2003 |
| 52.219-8  | UTILIZATION OF SMALL BUSINESS CONCERNS   | MAY 2004 |
| 52.219-14 | LIMITATIONS ON SUBCONTRACTING  | DEC 1996 |
| 52.219-25 | SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM--DISADVANTAGED STATUS AND REPORTING                                   | OCT 1999 |
| 52.222-3  | CONVICT LABOR  | JUN 2003 |
| 52.222-4  | CONTRACT WORK HOURS AND SAFETY STANDARDS   | JUL 2005 |

|           |  |          |
|-----------|--|----------|
| 52.222-6  | ACT-OVERTIME COMPENSATION                |          |
| 52.222-7  | DAVIS-BACON ACT                          | JUL 2005 |
| 52.222-8  | WITHHOLDING OF FUNDS                     | FEB 1988 |
| 52.222-9  | PAYROLLS AND BASIC RECORDS               | FEB 1988 |
| 52.222-10 | APPRENTICES AND TRAINEES                 | JUL 2005 |
| 52.222-11 | COMPLIANCE WITH COPELAND ACT             | FEB 1988 |
| 52.222-12 | REQUIREMENTS                             |          |
| 52.222-13 | SUBCONTRACTS (LABOR STANDARDS)           | JUL 2005 |
| 52.222-14 | CONTRACT TERMINATION - DEBARMENT         | FEB 1988 |
| 52.222-15 | COMPLIANCE WITH DAVIS-BACON AND RELATED  | FEB 1988 |
| 52.222-16 | ACT REGULATIONS                          |          |
| 52.222-17 | DISPUTES CONCERNING LABOR STANDARDS      | FEB 1988 |
| 52.222-18 | CERTIFICATION OF ELIGIBILITY             | FEB 1988 |
| 52.222-19 | PROHIBITION OF SEGREGATED FACILITIES     | FEB 1999 |
| 52.222-20 | EQUAL OPPORTUNITY                        | APR 2002 |
| 52.222-21 | AFFIRMATIVE ACTION COMPLIANCE            | FEB 1999 |
| 52.222-22 | REQUIREMENTS FOR CONSTRUCTION            |          |
| 52.222-23 | EQUAL OPPORTUNITY FOR SPECIAL DISABLED   | DEC 2001 |
| 52.222-24 | VETERANS, OF THE VIETNAM ERA, AND OTHER  |          |
| 52.222-25 | ELIGIBLE VETERANS                        |          |
| 52.222-26 | AFFIRMATIVE ACTION FOR WORKERS WITH      | JUN 1998 |
| 52.222-27 | DISABILITIES                             |          |
| 52.222-28 | EMPLOYMENT REPORTS ON SPECIAL DISABLED   | DEC 2001 |
| 52.222-29 | VETERANS, VETERANS OF THE VIETNAM ERA,   |          |
| 52.222-30 | AND OTHER ELIGIBLE VETERANS              |          |
| 52.223-5  | POLLUTION PREVENTION AND RIGHT-TO-KNOW   | AUG 2003 |
| 52.223-6  | DRUG-FREE WORKPLACE                      | MAY 2001 |
| 52.225-1  | BUY AMERICAN ACT--SUPPLIES               | JUN 2003 |
| 52.225-13 | RESTRICTIONS ON CERTAIN FOREIGN          | FEB 2006 |
| 52.227-1  | PURCHASES                                |          |
| 52.227-2  | AUTHORIZATION AND CONSENT                | JUL 1995 |
| 52.227-3  | NOTICE AND ASSISTANCE REGARDING PATENT   | AUG 1996 |
| 52.227-4  | AND COPYRIGHT INFRINGEMENT               |          |
| 52.228-5  | PATENT INDEMNITY--CONSTRUCTION CONTRACTS | APR 1984 |
| 52.229-4  | INSURANCE--WORK ON A GOVERNMENT          | JAN 1997 |
| 52.232-5  | INSTALLATION                             |          |
| 52.232-17 | FEDERAL, STATE, AND LOCAL TAXES          | APR 2003 |
| 52.232-23 | (STATE AND LOCAL ADJUSTMENTS)            |          |
| 52.232-33 | PAYMENTS UNDER FIXED-PRICE CONSTRUCTION  | SEP 2002 |
| 52.233-3  | CONTRACTS                                |          |
| 52.233-4  | INTEREST                                 | JUN 1996 |
| 52.233-5  | ASSIGNMENT OF CLAIMS                     | JAN 1986 |
| 52.233-6  | PAYMENT BY ELECTRONIC FUNDS--CENTRAL     | OCT 2003 |
| 52.233-7  | CONTRACTOR REGISTRATION                  |          |
| 52.233-8  | PROTEST AFTER AWARD                      | AUG 1996 |
| 52.233-9  | APPLICABLE LAW FOR BREACH OF             | OCT 2004 |
| 52.233-10 | CONTRACT CLAIM                           |          |

## I.2 52.236-3 SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (APR 1984)

(a) The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which

can affect the work or its cost, including but not limited to (1) conditions bearing upon transportation, disposal, handling, and storage of materials; (2) the availability of labor, water, electric power, and roads; (3) uncertainties of weather, river stages, tides, or similar physical conditions at the site; (4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during work performance. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the Government, as well as from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the Government.

(b) The Government assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the Government. Nor does the Government assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

|          |                                   |          |
|----------|-----------------------------------|----------|
| 52.236-2 | DIFFERING SITE CONDITIONS         | APR 1984 |
| 52.236-5 | MATERIAL AND WORKMANSHIP          | APR 1984 |
| 52.236-6 | SUPERINTENDENCE BY THE CONTRACTOR | APR 1984 |

### I.3 52.236-7 PERMITS AND RESPONSIBILITIES (NOV 1991)

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State, and municipal laws, codes, and regulations applicable to the performance of the work. The Contractor shall also be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.

|           |   |          |
|-----------|---|----------|
| 52.236-8  | OTHER CONTRACTS   | APR 1984 |
| 52.236-9  | PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS | APR 1984 |
| 52.236-10 | OPERATIONS AND STORAGE AREAS  | APR 1984 |
| 52.236-11 | USE AND POSSESSION PRIOR TO COMPLETION  | APR 1984 |
| 52.236-12 | CLEANING UP   | APR 1984 |
| 52.236-14 | AVAILABILITY AND USE OF UTILITY SERVICES  | APR 1984 |
| 52.236-15 | SCHEDULES FOR CONSTRUCTION CONTRACTS  | APR 1984 |
| 52.236-17 | LAYOUT OF WORK  | APR 1984 |
| 52.236-26 | PRECONSTRUCTION CONFERENCE  | FEB 1995 |
| 52.242-13 | BANKRUPTCY  | JUL 1995 |
| 52.243-4  | CHANGES   | AUG 1987 |
| 52.244-5  | COMPETITION IN SUBCONTRACTING   | DEC 1996 |
| 52.244-6  | SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS                           | FEB 2006 |
| 52.248-3  | VALUE ENGINEERING--CONSTRUCTION   | FEB 2000 |
| 52.249-2  | TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED PRICE)                           | SEP 1996 |

|           |  |          |
|-----------|--|----------|
|           | ALTERNATE I (SEP 1996)                 |          |
| 52.249-10 | DEFAULT (FIXED-PRICE CONSTRUCTION)     | APR 1984 |
| 52.253-1  | COMPUTER GENERATED FORMS               | JAN 1991 |
| 52.228-11 | PLEDGES OF ASSETS                      | FEB 1992 |
| 52.228-12 | PROSPECTIVE SUBCONTRACTOR REQUESTS FOR | OCT 1995 |
|           | BONDS                                  |          |
| 52.228-14 | IRREVOCABLE LETTER OF CREDIT           | DEC 1999 |

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

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the effective date of the contract through through August 6, 2007..

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

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

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

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$2,500.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of \$500,000.00;

(2) Any order for a combination of items in excess of \$975,000.00;

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) above.

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

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

**I.6 52.216-22 INDEFINITE QUANTITY (OCT 1995)**

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after August 6, 2007.

**I.7 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 30 days of the end of the period of performance.

**I.8 52.225-9 Buy American Act--Construction Materials (JAN 2005)**

(a) Definitions. As used in this clause--

Component means any article, material, or supply incorporated directly into construction materials.

Construction material means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

Cost of components means--



(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

Domestic construction material means--

(1) An unmanufactured construction material mined or produced in the United States; or

(2) A construction material manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic.

Foreign construction material means a construction material other than a domestic construction material.

United States means the 50 States, the District of Columbia, and outlying areas.

(b) Domestic preference. (1) This clause implements the Buy American Act (41 U.S.C. 10a-10d) by providing a preference for domestic construction material. The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to the construction material or components listed by the Government as follows:

-----  
[Contracting Officer to list applicable excepted materials or indicate "none"]

(3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

(ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American Act.

(1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including--

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American Act applies, use of foreign construction material is noncompliant with the Buy American Act.

(d) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

| Construction material description | Unit of Measure | Unit of Quantity | Price (dollars) /1/ |
|-----------------------------------|-----------------|------------------|---------------------|
| Item 1:                           |                 |                  |                     |
| Foreign construction material     | .....           | .....            | .....               |
| Domestic construction material    | .....           | .....            | .....               |
| Item 2:                           |                 |                  |                     |
| Foreign construction material     | .....           | .....            | .....               |

Domestic construction material .....

-----

Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued). List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary. Include other applicable supporting information.

### **1.9 52.232-16 PROGRESS PAYMENTS (APR 2003) ALTERNATE I (MAR 2000)**

The Government will make progress payments to the Contractor when requested as work progresses, but not more frequently than monthly, in amounts of \$2,500 or more approved by the Contracting Officer, under the following conditions:

(a) Computation of amounts. (1) Unless the Contractor requests a smaller amount, the Government will compute each progress payment as 85 percent of the Contractor's total costs incurred under this contract whether or not actually paid, plus financing payments to subcontractors (see paragraph (j) of this clause), less the sum of all previous progress payments made by the Government under this contract. The Contracting Officer will consider cost of money that would be allowable under FAR 31.205-10 as an incurred cost for progress payment purposes.

(2) The amount of financing and other payments for supplies and services purchased directly for the contract are limited to the amounts that have been paid by cash, check, or other forms of payment, or that will be paid to subcontractors-

(i) In accordance with the terms and conditions of a subcontract or invoice; and

(ii) Ordinarily prior to the submission of the Contractor's next payment request to the Government.

(3) The Government will exclude accrued costs of Contractor contributions under employee pension plans until actually paid unless-

(i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's total costs for progress payments until paid).

(4) The Contractor shall not include the following in total costs for progress payment purposes in paragraph (a)(1) of this clause:

(i) Costs that are not reasonable, allocable to this contract, and consistent with sound and generally accepted accounting principles and practices.

(ii) Costs incurred by subcontractors or suppliers.

(iii) Costs ordinarily capitalized and subject to depreciation or amortization except for the properly depreciated or amortized portion of such costs.

(iv) Payments made or amounts payable to subcontractors or suppliers, except for--

(A) Completed work, including partial deliveries, to which the Contractor has acquired title; and

(B) Work under cost-reimbursement or time-and-material subcontracts to which the Contractor has acquired title.

(5) The amount of unliquidated progress payments may exceed neither (i) the progress payments made against incomplete work (including allowable unliquidated progress payments to subcontractors) nor (ii) the value, for progress payment purposes, of the incomplete work. Incomplete work shall be considered to be the supplies and services required by this contract, for which delivery and invoicing by the Contractor and acceptance by the Government are incomplete.

(6) The total amount of progress payments shall not exceed 85 percent of the total contract price.

(7) If a progress payment or the unliquidated progress payments exceed the amounts permitted by subparagraphs (a)(4) or (a)(5) above, the Contractor shall repay the amount of such excess to the Government on demand.

(8) Notwithstanding any other terms of the contract, the Contractor agrees not to request progress payments in dollar amounts of less than \$2,500. The Contracting Officer may make exceptions.

(b) Liquidation. Except as provided in the Termination for Convenience of the Government clause, all progress payments shall be liquidated by deducting from any payment under this contract, other than advance or progress payments, the unliquidated progress payments, or 85 percent of the amount invoiced, whichever is less. The Contractor shall repay to the Government any amounts required by a retroactive price reduction, after computing liquidations and payments on past invoices at the reduced prices and adjusting the unliquidated progress payments accordingly. The Government reserves the right to unilaterally change from the ordinary liquidation rate to an alternate rate when deemed appropriate for proper contract financing.

(c) Reduction or suspension. The Contracting Officer may reduce or suspend progress payments, increase the rate of liquidation, or take a combination of these acquisitions, after finding on substantial evidence any of the following conditions:

(1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (f) and (g) below).

(2) Performance of this contract is endangered by the Contractor's (i) failure to make progress or (ii) unsatisfactory financial condition.

(3) Inventory allocated to this contract substantially exceeds reasonable requirements.

(4) The Contractor is delinquent in payment of the costs of performing this contract in the ordinary course of business.

(5) The unliquidated progress payments exceed the fair value of the work accomplished on the undelivered portion of this contract.

(6) The Contractor is realizing less profit than that reflected in the establishment of any alternate liquidation rate in paragraph (b) above, and that rate is less than the progress payment rate stated in subparagraph (a)(1) above.

(d) Title. (1) Title to the property described in this paragraph (d) shall vest in the Government. Vestiture shall be immediately upon the date of this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract.

(2) "Property," as used in this clause, includes all of the below-described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices.

(i) Parts, materials, inventories, and work in process;

(ii) Special tooling and special test equipment to which the Government is to acquire title under any other clause of this contract;

(iii) Nondurable (i.e., noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment, and other similar manufacturing aids, title to which would not be obtained as special tooling under subparagraph (ii) above; and

(iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.

(3) Although title to property is in the Government under this clause, other applicable clauses of this contract, e.g., the termination or special tooling clauses, shall determine the handling and disposition of the property.

(4) The Contractor may sell any scrap resulting from production under this contract without requesting the Contracting Officer's approval, but the proceeds shall be credited against the costs of performance.

(5) To acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor must obtain the Contracting Officer's advance approval of the action and the terms. The Contractor shall (i) exclude the allocable costs of the property from the costs of contract performance, and (ii) repay to the Government any amount of unliquidated progress payments allocable to the property. Repayment may be by cash or credit memorandum.

(6) When the Contractor completes all of the obligations under this contract, including liquidation of all progress payments, title shall vest in the Contractor for all property (or the proceeds thereof) not--

(i) Delivered to, and accepted by, the Government under this contract; or

(ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.

(7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.

(e) Risk of loss. Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. The Contractor shall repay the Government an amount equal to the unliquidated progress payments that are based on costs allocable to property that is damaged, lost, stolen, or destroyed.

(f) Control of costs and property. The Contractor shall maintain an accounting system and controls adequate for the proper administration of this clause.

(g) Reports and access to records. The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information reasonably requested by the Contracting Officer for the administration of this clause. Also, the Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's books, records, and accounts.

(h) Special terms regarding default. If this contract is terminated under the Default clause, (i) the Contractor shall, on demand, repay to the Government the amount of unliquidated progress payments and (ii) title shall vest in the Contractor, on full liquidation of progress payments, for all property for which the Government elects not to require delivery under the Default clause. The Government shall be liable for no payment except as provided by the Default clause.

(i) Reservations of rights. (1) No payment or vesting of title under this clause shall (i) excuse the Contractor from performance of obligations under this contract or (ii) constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Government's rights and remedies under this clause (i) shall not be exclusive but rather shall be in addition to any other rights and remedies provided by law or this contract and (ii) shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(j) Financing payments to subcontractors. The financing payments to subcontractors mentioned in paragraphs (a)(1) and (a)(2) of this clause shall be all financing payments to subcontractors or divisions, if the following conditions are met:

(1) The amounts included are limited to-

(i) The unliquidated remainder of financing payments made; plus

(ii) Any unpaid subcontractor requests for financing payments.

(2) The subcontract or interdivisional order is expected to involve a minimum of approximately 6 months between the beginning of work and the first delivery; or, if the subcontractor is a small business concern, 4 months.

(3) If the financing payments are in the form of progress payments, the terms of the subcontract or interdivisional order concerning progress payments-

(i) Are substantially similar to the terms of this clause for any subcontractor that is a large business concern, or this clause with its Alternate I for any subcontractor that is a small business concern;

(ii) Are at least as favorable to the Government as the terms of this clause;

(iii) Are not more favorable to the subcontractor or division than the terms of this clause are to the Contractor;

(iv) Are in conformance with the requirements of FAR 32.504(e); and

(v) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if-

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(4) If the financing payments are in the form of performance-based payments, the terms of the subcontract or interdivisional order concerning payments- (i) Are substantially similar to the Performance-Based Payments clause at FAR 52.232-32 and meet the criteria for, and definition of, performance-based payments in FAR Part 32;

(ii) Are in conformance with the requirements of FAR 32.504(f); and

(iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if-

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(5) If the financing payments are in the form of commercial item financing payments, the terms of the subcontract or interdivisional order concerning payments-

(i) Are constructed in accordance with FAR 32.206(c) and included in a subcontract for a commercial item purchase that meets the definition and standards for acquisition of commercial items in FAR Parts 2 and 12;

(ii) Are in conformance with the requirements of FAR 32.504(g); and

(iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if-

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(6) If financing is in the form of progress payments, the progress payment rate in the subcontract is the customary rate used by the contracting agency, depending on whether the subcontractor is or is not a small business concern.

(7) Concerning any proceeds received by the Government for property to which title has vested in the Government under the subcontract terms, the parties agree that the proceeds shall be applied to reducing any unliquidated financing payments by the Government to the Contractor under this contract.

(8) If no unliquidated financing payments to the Contractor remain, but there are unliquidated financing payments that the Contractor has made to any subcontractor, the Contractor shall be subrogated to all the rights the Government obtained through the terms required by this clause to be in any subcontract, as if all such rights had been assigned and transferred to the Contractor.

(9) To facilitate small business participation in subcontracting under this contract, the Contractor shall provide financing payments to small business concerns, in conformity with the standards for customary contract financing payments stated in FAR 32.113. The Contractor shall not consider the need for such financing payments as a handicap or adverse factor in the award of subcontracts.

(k) Limitations on Undefined Contract Actions. Notwithstanding any other progress payment provisions in this contract, progress payments may not exceed 80 percent of costs incurred on work accomplished under undefined contract actions. A "contract action" is any action resulting in a contract, as defined in Subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes. This limitation shall apply to the costs

incurred, as computed in accordance with paragraph (a) of this clause, and shall remain in effect until the contract action is definitized. Costs incurred which are subject to this limitation shall be segregated on Contractor progress payment requests and invoices from those costs eligible for higher progress payment rates. For purposes of progress payment liquidation, as described in paragraph (b) of this clause, progress payments for undefinitized contract actions shall be liquidated at 80 percent of the amount invoiced for work performed under the undefinitized contract action as long as the contract action remains undefinitized. The amount of unliquidated progress payments for undefinitized contract actions shall not exceed 80 percent of the maximum liability of the Government under the undefinitized contract action or such lower limit specified elsewhere in the contract. Separate limits may be specified for separate actions.

(l) Due date. The designated payment office will make progress payments on the 30th day after the designated billing office receives a proper progress payment request. In the event that the Government requires an audit or other review of a specific progress payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date. Progress payments are considered contract financing and are not subject to the interest penalty provisions of the Prompt Payment Act.

(m) Progress payments under indefinite--delivery contracts. The Contractor shall account for and submit progress payment requests under individual orders as if the order constituted a separate contract, unless otherwise specified in this contract.

#### **I.10 52.232-27 PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (SEP 2005)**

Notwithstanding any other payment terms in this contract, the Government will make invoice payments under the terms and conditions specified in this clause: The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer. Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph (a)(3) concerning payments due on Saturdays, Sundays, and legal holidays.)

##### **(a) Invoice payments--**

(1) Types of invoice payments. For purposes of this clause, there are several types of invoice payments that may occur under this contract, as follows:

(i) Progress payments, if provided for elsewhere in this contract, based on Contracting Officer approval of the estimated amount and value of work or services performed, including payments for reaching milestones in any project.

(A) The due date for making such payments is 14 days after the designated billing office receives a proper payment request. If the designated billing office fails to annotate the payment request with the actual date of receipt at the time of receipt, the payment due date is the 14th day after the date of the Contractor's payment request, provided the designated billing office receives a proper payment request and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(B) The due date for payment of any amounts retained by the Contracting Officer in accordance with the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts, is as specified in the contract or, if not specified, 30 days after approval by the Contracting Officer for release to the Contractor.



(ii) Final payments based on completion and acceptance of all work and presentation of release of all claims against the Government arising by virtue of the contract, and payments for partial deliveries that have been accepted by the Government (e.g., each separate building, public work, or other division of the contract for which the price is stated separately in the contract).

(A) The due date for making such payments is the later of the following two events:

(1) The 30th day after the designated billing office receives a proper invoice from the Contractor.

(2) The 30th day after Government acceptance of the work or services completed by the Contractor. For a final invoice when the payment amount is subject to contract settlement actions (e.g., release of claims), acceptance is deemed to occur on the effective date of the contract settlement.

(B) If the designated billing office fails to annotate the invoice with the date of actual receipt at the time of receipt, the invoice payment due date is the 30th day after the date of the Contractor's invoice, provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(2)(i) through (a)(2)(xi) of this clause. If the invoice does not comply with these requirements, the designated billing office must return it within 7 days after receipt, with the reasons why it is not a proper invoice. When computing any interest penalty owed the Contractor, the Government will take into account if the Government notifies the Contractor of an improper invoice in an untimely manner.

(i) Name and address of the Contractor.

(ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of mailing or transmission.)

(iii) Contract number or other authorization for work or services performed (including order number and contract line item number).

(iv) Description of work or services performed.

(v) Delivery and payment terms (e.g., discount for prompt payment terms).

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.

(viii) For payments described in paragraph (a)(1)(i) of this clause, substantiation of the amounts requested and certification in accordance with the requirements of the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts.

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

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

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

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (e.g., 52.232-38, Submission of Electronic Funds Transfer Information with Offer), contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

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

(xi) Any other information or documentation required by the contract.

(3) Interest penalty. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(3)(i) through (a)(3)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.

(i) The designated billing office received a proper invoice.

(ii) The Government processed a receiving report or other Government documentation authorizing payment and there was no disagreement over quantity, quality, Contractor compliance with any contract term or condition, or requested progress payment amount.

(iii) In the case of a final invoice for any balance of funds due the Contractor for work or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(4) Computing penalty amount. The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR part 1315.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor for payments described in paragraph (a)(1)(ii) of this clause, Government acceptance or approval is deemed to occur constructively on the 7th day after the Contractor has completed the work or services in accordance with the terms and conditions of the contract. If actual acceptance or approval occurs within the constructive acceptance or approval period, the Government will base the determination of an interest penalty on the actual date of acceptance or approval. Constructive acceptance or constructive approval requirements do not apply if there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. These requirements also do not compel Government officials to accept work or services, approve Contractor estimates, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor shall resolve claims involving disputes, and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.

(5) Discounts for prompt payment. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR part 1315.

(6) Additional interest penalty.

(i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR part 1315 in addition to the interest penalty amount only if--

(A) The Government owes an interest penalty of \$1 or more;

(B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and

(C) The Contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(6)(ii) of this clause, postmarked not later than 40 days after the date the invoice amount is paid.

(ii)(A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall--

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest was due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) If there is no postmark or the postmark is illegible--

(1) The designated payment office that receives the demand will annotate it with the date of receipt provided the demand is received on or before the 40th day after payment was made; or

(2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand, provided such date is no later than the 40th day after payment was made.

(b) Contract financing payments. If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.

(c) Subcontract clause requirements. The Contractor shall include in each subcontract for property or services (including a material supplier) for the purpose of performing this contract the following:

(1) Prompt payment for subcontractors. A payment clause that obligates the Contractor to pay the subcontractor for satisfactory performance under its subcontract not later than 7 days from receipt of payment out of such amounts as are paid to the Contractor under this contract.

(2) Interest for subcontractors. An interest penalty clause that obligates the Contractor to pay to the subcontractor an interest penalty for each payment not made in accordance with the payment clause--

(i) For the period beginning on the day after the required payment date and ending on the date on which payment of the amount due is made; and

(ii) Computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) in effect at the time the Contractor accrues the obligation to pay an interest penalty.

(3) Subcontractor clause flowdown. A clause requiring each subcontractor to--

(i) Include a payment clause and an interest penalty clause conforming to the standards set forth in paragraphs (c)(1) and (c)(2) of this clause in each of its subcontracts; and

(ii) Require each of its subcontractors to include such clauses in their subcontracts with each lower-tier subcontractor or supplier.

(d) Subcontract clause interpretation. The clauses required by paragraph (c) of this clause shall not be construed to impair the right of the Contractor or a subcontractor at any tier to negotiate, and to include in their subcontract, provisions that--

(1) Retainage permitted. Permit the Contractor or a subcontractor to retain (without cause) a specified percentage of each progress payment otherwise due to a subcontractor for satisfactory performance under the subcontract without incurring any obligation to pay a late payment interest penalty, in accordance with terms and conditions agreed to by the parties to the subcontract, giving such recognition as the parties deem appropriate to the ability of a subcontractor to furnish a performance bond and a payment bond;

(2) Withholding permitted. Permit the Contractor or subcontractor to make a determination that part or all of the subcontractor's request for payment may be withheld in accordance with the subcontract agreement; and

(3) Withholding requirements. Permit such withholding without incurring any obligation to pay a late payment penalty if--

(i) A notice conforming to the standards of paragraph (g) of this clause previously has been furnished to the subcontractor; and

(ii) The Contractor furnishes to the Contracting Officer a copy of any notice issued by a Contractor pursuant to paragraph (d)(3)(i) of this clause.

(e) Subcontractor withholding procedures. If a Contractor, after making a request for payment to the Government but before making a payment to a subcontractor for the subcontractor's performance covered by the payment request, discovers that all or a portion of the payment otherwise due such subcontractor is subject to withholding from the subcontractor in accordance with the subcontract agreement, then the Contractor shall--

(1) Subcontractor notice. Furnish to the subcontractor a notice conforming to the standards of paragraph (g) of this clause as soon as practicable upon ascertaining the cause giving rise to a withholding, but prior to the due date for subcontractor payment;

(2) Contracting Officer notice. Furnish to the Contracting Officer, as soon as practicable, a copy of the notice furnished to the subcontractor pursuant to paragraph (e)(1) of this clause;

(3) Subcontractor progress payment reduction. Reduce the subcontractor's progress payment by an amount not to exceed the amount specified in the notice of withholding furnished under paragraph (e)(1) of this clause;

(4) Subsequent subcontractor payment. Pay the subcontractor as soon as practicable after the correction of the identified subcontract performance deficiency, and--

(i) Make such payment within--

(A) Seven days after correction of the identified subcontract performance deficiency (unless the funds therefor must be recovered from the Government because of a reduction under paragraph (e)(5)(i)) of this clause; or

(B) Seven days after the Contractor recovers such funds from the Government; or

(ii) Incur an obligation to pay a late payment interest penalty computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under section 12 of the Contracts Disputes Act of 1978 (41 U.S.C. 611) in effect at the time the Contractor accrues the obligation to pay an interest penalty;

(5) Notice to Contracting Officer. Notify the Contracting Officer upon--

(i) Reduction of the amount of any subsequent certified application for payment; or

(ii) Payment to the subcontractor of any withheld amounts of a progress payment, specifying--

(A) The amounts withheld under paragraph (e)(1) of this clause; and

(B) The dates that such withholding began and ended; and

(6) Interest to Government. Be obligated to pay to the Government an amount equal to interest on the withheld payments (computed in the manner provided in 31 U.S.C. 3903(c)(1)), from the 8th day after receipt of the withheld amounts from the Government until--

(i) The day the identified subcontractor performance deficiency is corrected; or

(ii) The date that any subsequent payment is reduced under paragraph (e)(5)(i) of this clause.

(f) Third-party deficiency reports--

(1) Withholding from subcontractor. If a Contractor, after making payment to a first-tier subcontractor, receives from a supplier or subcontractor of the first-tier subcontractor (hereafter referred to as a "second-tier subcontractor") a written notice in accordance with the Miller Act (40 U.S.C. 3133), asserting a deficiency in such first-tier subcontractor's performance under the contract for which the Contractor may be ultimately liable, and the Contractor determines that all or a portion of future payments otherwise due such first-tier subcontractor is subject to withholding in accordance with the subcontract agreement, the Contractor may, without incurring an obligation to pay an interest penalty under paragraph (e)(6) of this clause--

(i) Furnish to the first-tier subcontractor a notice conforming to the standards of paragraph (g) of this clause as soon as practicable upon making such determination; and

(ii) Withhold from the first-tier subcontractor's next available progress payment or payments an amount not to exceed the amount specified in the notice of withholding furnished under paragraph (f)(1)(i) of this clause.

(2) Subsequent payment or interest charge. As soon as practicable, but not later than 7 days after receipt of satisfactory written notification that the identified subcontract performance deficiency has been corrected, the Contractor shall--

(i) Pay the amount withheld under paragraph (f)(1)(ii) of this clause to such first-tier subcontractor; or

(ii) Incur an obligation to pay a late payment interest penalty to such first-tier subcontractor computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under section 12 of the Contracts Disputes Act of 1978 (41 U.S.C. 611) in effect at the time the Contractor accrues the obligation to pay an interest penalty.

(g) Written notice of subcontractor withholding. The Contractor shall issue a written notice of any withholding to a subcontractor (with a copy furnished to the Contracting Officer), specifying--

(1) The amount to be withheld;

(2) The specific causes for the withholding under the terms of the subcontract; and

(3) The remedial actions to be taken by the subcontractor in order to receive payment of the amounts withheld.

(h) Subcontractor payment entitlement. The Contractor may not request payment from the Government of any amount withheld or retained in accordance with paragraph (d) of this clause until such time as the Contractor has determined and certified to the Contracting Officer that the subcontractor is entitled to the payment of such amount.

(i) Prime-subcontractor disputes. A dispute between the Contractor and subcontractor relating to the amount or entitlement of a subcontractor to a payment or a late payment interest penalty under a clause included in the subcontract pursuant to paragraph (c) of this clause does not constitute a dispute to which the Government is a party. The Government may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

(j) Preservation of prime-subcontractor rights. Except as provided in paragraph (i) of this clause, this clause shall not limit or impair any contractual, administrative, or judicial remedies otherwise available to the Contractor or a subcontractor in the event of a dispute involving late payment or nonpayment by the Contractor or deficient subcontract performance or nonperformance by a subcontractor.

(k) Non-recourse for prime contractor interest penalty. The Contractor's obligation to pay an interest penalty to a subcontractor pursuant to the clauses included in a subcontract under paragraph (c) of this clause shall not be construed to be an obligation of the Government for such interest penalty. A cost-reimbursement claim may not include any amount for reimbursement of such interest penalty.

(l) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

#### **I.11 52.236-1 PERFORMANCE OF WORK BY THE CONTRACTOR (APR 1984)**

The Contractor shall perform on the site, and with its own organization, work equivalent to at least fifteen percent of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

#### **I.12 52.236-21 SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997) ALTERNATE II (APR 1984)**

(a) The Contractor shall keep on the work site a copy of the drawings and specifications and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall

govern. In case of discrepancy in figures, in the drawings, or in the specifications, the matter shall be promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.

(b) Wherever in the specifications or upon the drawings the words "directed," "required," "ordered," "designated," "prescribed," or words of like import are used, it shall be understood that the "direction," "requirement," "order," "designation," or "prescription," of the Contracting Officer is intended and similarly the words "approved," "acceptable," "satisfactory," or words of like import shall mean "approved by," or "acceptable to," or "satisfactory to" the Contracting Officer, unless otherwise expressly stated.

(c) Where "as shown," "as indicated," "as detailed," or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word "provided" as used herein shall be understood to mean "provide complete in place," that is "furnished and installed."

(d) Shop drawings means drawings, submitted to the Government by the Contractor, subcontractor, or any lower tier subcontractor pursuant to a construction contract, showing in detail (1) the proposed fabrication and assembly of structural elements and (2) the installation (i.e., form, fit, and attachment details) of materials of equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the contractor to explain in detail specific portions of the work required by the contract. The Government may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.

(e) If this contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the Contracting Officer without evidence of the Contractor's approval may be returned for resubmission. The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate the Government's reasons therefor. Any work done before such approval shall be at the Contractor's risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with (f) below.

(f) If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Contracting Officer approves any such variation, the Contracting Officer shall issue an appropriate contract modification, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.

(g) The Contractor shall submit to the Contracting Officer for approval four copies (unless otherwise indicated) of all shop drawings as called for under the various headings of these specifications. Three sets (unless otherwise indicated) of all shop drawings, will be retained by the Contracting Officer and one set will be returned to the Contractor. Upon completing the work under this contract, the Contractor shall furnish sets of prints of all shop drawings as finally approved. These drawings shall show changes and revisions made up to the time the equipment is completed and accepted.

(a) In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph (i) of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or design furnished, or workmanship performed by the Contractor or any subcontractor or supplier at any tier.

(b) This warranty shall continue for a period of 1 year from the date of final acceptance of the work. If the Government takes possession of any part of the work before final acceptance, this warranty shall continue for a period of 1 year from the date the Government takes possession.

(c) The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Government-owned or controlled real or personal property, when that damage is the result of--

(1) The Contractor's failure to conform to contract requirements; or

(2) Any defect of equipment, material, workmanship, or design furnished.

(d) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for 1 year from the date of repair or replacement.

(e) The Contracting Officer shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage.

(f) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the Government shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.

(g) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall--

(1) Obtain all warranties that would be given in normal commercial practice;

(2) Require all warranties to be executed, in writing, for the benefit of the Government, if directed by the Contracting Officer; and

(3) Enforce all warranties for the benefit of the Government, if directed by the Contracting Officer.

(h) In the event the Contractor's warranty under paragraph (b) of this clause has expired, the Government may bring suit at its expense to enforce a subcontractor's, manufacturer's, or supplier's warranty.

(i) Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defects of material or design furnished by the Government nor for the repair of any damage that results from any defect in Government-furnished material or design.

(j) This warranty shall not limit the Government's rights under the Inspection and Acceptance clause of this contract with respect to latent defects, gross mistakes, or fraud.

#### **I.14 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.arnet.gov/far>

## PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

## SECTION J - LIST OF ATTACHMENTS

| ATTACHMENT<br>NUMBER | TITLE                               | DATE       | NO.<br>PAGES |
|----------------------|-------------------------------------|------------|--------------|
| 1.                   | Negotiated Loaded Hourly Labor Rate |            |              |
| 2.                   | General Wage Decision No. MD030056  | 05/05/2006 |              |
| 3.                   | NRC FORM 186                        |            |              |
| 4.                   | Fixed Price Billing Instructions    |            |              |

## ATTACHMENT 1

### Loaded Hourly Rates For Service at NCR STRAIGHT TIME

| TITLE                       | LOADED HOURLY RATE |
|-----------------------------|--------------------|
| CARPENTER/FOREMAN           | \$53.61            |
| CARPENTER                   | \$42.35            |
| PAINTER                     | \$44.08            |
| LABORER                     | \$36.01            |
| ELECTRICIAN/FOREMAN         | \$66.85            |
| ELECTRICIAN                 | \$57.83            |
| PLUMBER SUBCONTRACTED       | \$89.52            |
| HVAC MECHANIC SUBCONTRACTED | \$99.75            |

### OVERTIME

| TITLE                       | LOADED HOURLY RATE |
|-----------------------------|--------------------|
| CARPENTER/FOREMAN           | \$80.42            |
| CARPENTER                   | \$63.53            |
| PAINTER                     | \$66.12            |
| LABORER                     | \$54.01            |
| ELECTRICIAN/FOREMAN         | \$100.27           |
| ELECTRICIAN                 | \$86.74            |
| PLUMBER SUBCONTRACTED       | \$134.28           |
| HVAC MECHANIC SUBCONTRACTED | \$149.63           |

General Decision Number: MD030056 05/05/2006 MD56

Superseded General Decision Number: MD020056

State: Maryland

Construction Type: Building

County: Montgomery County in Maryland.

BUILDING CONSTRUCTION PROJECTS (Does not include single family homes and apartments up to and including 4 stories)

| Modification Number | Publication Date |
|---------------------|------------------|
| 0                   | 06/13/2003       |
| 1                   | 01/30/2004       |
| 2                   | 02/06/2004       |
| 3                   | 04/02/2004       |
| 4                   | 05/14/2004       |
| 5                   | 06/04/2004       |
| 6                   | 06/18/2004       |
| 7                   | 07/16/2004       |
| 8                   | 09/17/2004       |
| 9                   | 09/24/2004       |
| 10                  | 10/29/2004       |
| 11                  | 11/12/2004       |
| 12                  | 12/03/2004       |
| 13                  | 01/21/2005       |
| 14                  | 02/18/2005       |
| 15                  | 04/01/2005       |
| 16                  | 05/06/2005       |
| 17                  | 06/10/2005       |
| 18                  | 07/01/2005       |
| 19                  | 07/22/2005       |
| 20                  | 08/19/2005       |
| 21                  | 08/26/2005       |
| 22                  | 09/16/2005       |
| 23                  | 10/28/2005       |
| 24                  | 11/04/2005       |
| 25                  | 11/11/2005       |
| 26                  | 03/10/2006       |
| 27                  | 05/05/2006       |

ASBE0024-001 03/01/2006

|  | Rates | Fringes |
|--|-------|---------|
|--|-------|---------|

Asbestos Worker/Heat and  
Frost Insulator

Includes the application  
of all insulating  
materials, protective  
coverings, coatings and  
finishes to all types of  
mechanical systems.....

\$ 25.88

12.88

ASBE0024-002 03/01/2006

|  | Rates | Fringes |
|--|-------|---------|
|--|-------|---------|

Hazardous Material Handler

Includes preparation,  
wetting, stripping,  
removal, scrapping,  
vacuuming, bagging and  
disposing of all  
insulation materials,  
whether they contain  
asbestos or not, from  
mechanical systems.....\$ 14.22

6.35

-----  
ASBE0024-005 03/01/2006

Rates

Fringes

Fire Stop Technician

Includes the application  
of materials or devices  
within or around  
penetrations and openings  
in all rated wall or floor  
assemblies, in order to  
prevent the passage of  
fire, smoke or other  
gases. The application  
includes all components  
involved in creating the  
rated barrier at perimeter  
slab edges and exterior  
cavities, the head of  
gypsum board or concrete  
walls, joints between  
rated wall or floor  
components, sealing of  
penetrating items and  
blank openings.....\$ 20.94

6.09

-----  
ELEC0026-003 09/02/2002

Rates

Fringes

Communication Technician.....\$ 20.60

5.09

SCOPE OF WORK: Includes low voltage construction,  
installation, maintenance and removal of teledata  
facilities (voice, data and video) including outside plant,  
telephone and data inside wire, interconnect, terminal  
equipment, central offices, PABX, fiber optic cable and  
equipment, railroad communications, micro waves, VSAT,  
bypass, CATV, WAN (Wide area networks), LAN (Local area  
networks) and ISDN (Integrated systems digital network).

WORK EXCLUDED: The installation of computer systems in  
industrial applications such as assembly lines, robotics  
and computer controller manufacturing systems. The  
installation of conduit and/or raceways shall be installed  
by Inside Wiremen. On sites where there is no Inside  
Wireman employed, the Teledata Technician may install  
raceway or conduit not greater than 10 feet. Fire alarm  
work is excluded on all new construction sites or wherever

the fire alarm system is installed in conduit. All HVAC control work.

-----  
ELEC0026-014 02/07/2005

|                                      | Rates    | Fringes |
|--------------------------------------|----------|---------|
| Lightning Protection Technician..... | \$ 20.36 | 4.50+3% |

-----

ELEC0026-015 11/07/2005

|   | Rates    | Fringes    |
|---|----------|------------|
| Electricians: (Excluding Communication Low Voltage Wiring and Lightning Protection Wiring)..... | \$ 30.45 | 10.35+3%+a |

a. PAID HOLIDAYS: New Year's Day, Inauguration Day, Martin Luther King Jr.'s Birthday, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the day after Thanksgiving Day and Christmas Day.

-----

\* ENGI0077-011 05/01/2006

|                                 | Rates    | Fringes  |
|---------------------------------|----------|----------|
| Power equipment operators:      |          |          |
| Boom Trucks.....                | \$ 25.52 | 6.42+a   |
| Cranes, 35 tons and above ..... | \$ 26.69 | 6.42+a+b |

a. PAID HOLIDAYS: New Years Day, Inaugural Day, Decoration Day, Independence Day, Labor Day, Martin Luther King's Birthday, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving and Christmas Day.

b. PREMIUM PAY: Tower cranes and cranes 100-ton and over to receive 1.00 per hour premium over Group One.

-----

\* IRON0201-001 05/01/2005

|                  | Rates    | Fringes |
|------------------|----------|---------|
| Ironworkers:     |          |         |
| Reinforcing..... | \$ 24.45 | 9.73    |

-----

PAIN0051-004 06/01/2005

|                                      | Rates    | Fringes |
|--------------------------------------|----------|---------|
| Glazier                              |          |         |
| Contracts \$2,000,000 and under..... | \$ 21.87 | 7.21    |
| Contracts over \$2,000,000....       | \$ 23.09 | 7.21    |

-----

PAIN0051-009 06/01/2005

|  | Rates | Fringes |
|--|-------|---------|
|--|-------|---------|

Painters:

Brush, Roller and Spray.....\$ 21.31 7.06

PLUM0005-004 08/01/2005

Rates

Fringes

Plumber

Apartment Buildings over 4 stories (except hotels). schools, colleges and speculative office buildings, strip shopping centers. churches, water coolers, room air conditioning units, appliances, packaged ice machines and light commercial refrigeration and/or airconditioning; systems serving a single business in a single story building and not to exceed 5 h.p. or tons, self-contained package unit up to and including 5 h.p. or tons.....\$ 19.86

7.56+a

ALL Other Work.....\$ 31.05

11.26+a

a. PAID HOLIDAYS: Labor Day, Veterans' Day, Thanksgiving Day and the day after Thanksgiving, Christmas Day, New Year's Day, Martin Luther King's Birthday, Memorial Day and the Fourth of July.

PLUM0602-006 08/01/2005

Rates

Fringes

Steamfitter, Refrigeration & Air Conditioning Mechanic

(Including HVAC Pipe Work).....\$ 30.27

12.02+a

a. PAID HOLIDAYS:

New Year's Day, Martin Luther King's Birthday, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and the day after Thanksgiving Day and Christmas Day.

ROOF0030-014 05/01/2005

Rates

Fringes

Roofer (including Built Up, Composition and Single Ply).....\$ 22.35

7.21

\* SHEE0100-002 07/01/2005

Rates

Fringes

Sheet Metal Worker (Including

HVAC Duct Work).....\$ 29.18

10.51

|                             | Rates    | Fringes |
|-----------------------------|----------|---------|
| Bricklayer.....             | \$ 19.39 | 3.30    |
| Carpenter.....              | \$ 15.51 | 1.93    |
| Drywall Finisher.....       | \$ 14.00 | 0.58    |
| Ironworker, Structural..... | \$ 15.82 | 3.85    |
| Laborers:                   |          |         |
| Landscape.....              | \$ 9.23  |         |
| Mason Tenders, Brick.....   | \$ 10.97 | .77     |
| Rakers.....                 | \$ 11.06 | 0.25    |
| Unskilled.....              | \$ 10.35 | 1.13    |
| Power equipment operators:  |          |         |
| Backhoes.....               | \$ 16.07 | 5.26    |
| Excavators.....             | \$ 14.50 |         |
| Loaders.....                | \$ 14.68 | 4.29    |
| Rollers.....                | \$ 13.85 | 1.75    |
| Screeds.....                | \$ 12.22 | 1.14    |
| Tile Finisher.....          | \$ 12.09 | 2.32    |
| Tile Setter.....            | \$ 17.76 | 3.00    |

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling



On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations

Wage and Hour Division

U.S. Department of Labor

200 Constitution Avenue, N.W.

Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator

U.S. Department of Labor

200 Constitution Avenue, N.W.

Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board

U.S. Department of Labor

200 Constitution Avenue, N.W.

Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION

The policies, procedures, and criteria of the NRC Security Program, NRCMD 12, apply to performance of this contract, subcontract or other activity.

## CONTRACT SECURITY AND/OR CLASSIFICATION REQUIREMENTS

**COMPLETE CLASSIFIED ITEMS BY  
SEPARATE CORRESPONDENCE**

**1. CONTRACTOR NAME AND ADDRESS**

**Paige Industrial Services Inc.**  
**3301 Hubbard Rd.**  
**Landover, MD 20785-2012**

A. CONTRACT NUMBER FOR COMMERCIAL  
CONTRACTS OR JOB CODE FOR DOE  
PROJECTS (Prime contract number must be shown  
for all subcontracts.)

N/A

B. PROJECTED  
START DATE

C. PROJECTED  
COMPLETION DATE

**2. TYPE OF SUBMISSION**



A. ORIGINAL



B. REVISED (Supersedes all  
previous submissions)



C. OTHER (Specify)

**3. FOR FOLLOW-ON CONTRACT, ENTER PRECEDING CONTRACT NUMBER AND PROJECTED COMPLETION DATE**

A. DOES NOT APPLY

☐

B. CONTRACT NUMBER

DATE

**4. PROJECT TITLE AND OTHER IDENTIFYING INFORMATION**

**8A Set aside to perform building and alterations in the White Flint Complex.**

**5. PERFORMANCE WILL REQUIRE**

A. ACCESS TO CLASSIFIED MATTER OR CLASSIFIED INFORMATION

☐

YES (If "YES," answer 1-7 below)

☒

NO (If "NO," proceed to 5.C.)

NOT  
APPLICABLE

NATIONAL SECURITY

RESTRICTED DATA

SECRET

CONFIDENTIAL

SECRET

CONFIDENTIAL

1. ACCESS TO FOREIGN INTELLIGENCE INFORMATION

☐
☐
☐
☐
☐

2. RECEIPT, STORAGE, OR OTHER SAFEGUARDING OF  
CLASSIFIED MATTER. (See 5.B.)

☐
☐
☐
☐
☐

3. GENERATION OF CLASSIFIED MATTER.

☐
☐
☐
☐
☐

4. ACCESS TO CRYPTOGRAPHIC MATERIAL OR OTHER  
CLASSIFIED COMSEC INFORMATION.

☐
☐
☐
☐
☐

5. ACCESS TO CLASSIFIED MATTER OR CLASSIFIED  
INFORMATION PROCESSED BY ANOTHER AGENCY.

☐
☐
☐
☐
☐

6. CLASSIFIED USE OF AN INFORMATION TECHNOLOGY  
PROCESSING SYSTEM.

☐
☐
☐
☐
☐

7. OTHER (Specify)

☐
☐
☐
☐
☐

B. IS FACILITY CLEARANCE REQUIRED?

☒

YES

☐

NO

C. ☐ UNESCORTED ACCESS IS REQUIRED TO PROTECTED AND VITAL AREAS OF NUCLEAR POWER PLANTS.

D. ☐ ACCESS IS REQUIRED TO UNCLASSIFIED SAFEGUARDS INFORMATION.

E. ☐ ACCESS IS REQUIRED TO SENSITIVE IT SYSTEMS AND DATA.

F. ☒ UNESCORTED ACCESS TO NRC HEADQUARTERS BUILDING.

FOR PROCEDURES AND REQUIREMENTS ON PROVIDING TEMPORARY AND FINAL APPROVAL FOR UNESCORTED ACCESS, REFER TO NRCMD 12.

- 6. INFORMATION PERTAINING TO THESE REQUIREMENTS OR THIS PROJECT, EVEN THOUGH SUCH INFORMATION IS CONSIDERED UNCLASSIFIED, SHALL NOT BE RELEASED FOR DISSEMINATION EXCEPT AS APPROVED BY:

|                |           |      |
|----------------|-----------|------|
| NAME AND TITLE | SIGNATURE | DATE |
|                |           |      |

### 7. CLASSIFICATION GUIDANCE

NATURE OF CLASSIFIED GUIDANCE IDENTIFICATION OF CLASSIFICATION GUIDES

### 8. CLASSIFIED REVIEW OF CONTRACTOR / SUBCONTRACTOR REPORT(S) AND OTHER DOCUMENTS WILL BE CONDUCTED BY:

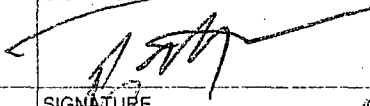
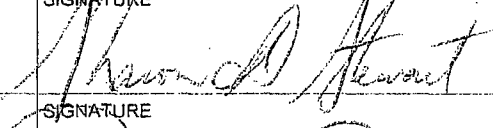
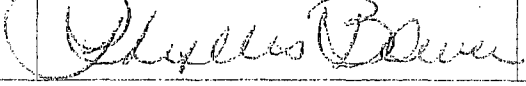
- ☐ AUTHORIZED CLASSIFIER (Name and Title) ☐ DIVISION OF FACILITIES AND SECURITY

### 9. REQUIRED DISTRIBUTION OF NRC FORM 187 Check appropriate box(es)

- ☒ SPONSORING NRC OFFICE OR DIVISION (Item 10A) ☒ DIVISION OF CONTRACTS AND PROPERTY MANAGEMENT  
☒ DIVISION OF FACILITIES AND SECURITY (Item 10B) ☐ CONTRACTOR (Item 1)  
☐ SECURITY/CLASSIFICATION REQUIREMENTS FOR SUBCONTRACTS RESULTING FROM THIS CONTRACT WILL BE APPROVED BY THE OFFICIALS NAMED IN ITEMS 10B AND 10C BELOW.

### 10. APPROVALS

SECURITY/CLASSIFICATION REQUIREMENTS FOR SUBCONTRACTS RESULTING FROM THIS CONTRACT WILL BE APPROVED BY THE OFFICIALS NAMED IN ITEMS 10B AND 10C BELOW.

| NAME (Print or type)   | SIGNATURE   | DATE            |
|--|---|-----------------|
| A. DIRECTOR, OFFICE OR DIVISION<br><br>Timothy Hagan, Director, ADM  | SIGNATURE<br> | DATE<br>7/3/06  |
| B. DIRECTOR, DIVISION OF FACILITIES AND SECURITY<br><br>Sharon Stewart, Director, ADM/DFS  | SIGNATURE<br> | DATE<br>6/29/06 |
| C. DIRECTOR, DIVISION OF CONTRACTS AND PROPERTY MANAGEMENT<br>(Not applicable to DOE agreements)<br><br>Phyllis Bower, CMB1/DC/ADM | SIGNATURE<br> | DATE<br>8/1/06  |

REMARKS

## INSTRUCTIONS FOR COMPLETING NRC FORM 187

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

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

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

Early preparation and submission of this form will help assure that all necessary classification and security actions are completed prior to contract award. Experience has shown that incomplete information or untimely submission delays both the security and contractual process.

**WHERE TO SEND:** Send two (2) copies of this form to the NRC Division of Contracts and Property Management (DCPM) with the Request for Procurement Action (NRC Form 400), when the interest does not involve a DOE security interest or consultant obtained through the Office of Human Resources. If the interest involves a DOE National Laboratory or consultant and does not require action by DCPM, forward one (1) copy of the form directly to the Division of Facilities and Security.

**PREPARATION:** Items are keyed to the numbered items on NRC Form 187.

1. Identify contractor, contract number, JOB CODE, or other identifying number(s).
2. Check either 2.A, B, or C as appropriate.
3. If NRC Form 187 is not for a follow-on contract, check block "Does Not Apply." If it is for a follow-on contract, enter preceding contract identification number from which this contract evolves and its actual or anticipated completion date.
4. Include project title and a brief unclassified statement setting forth sufficient information to identify the nature of the
- 5.A. Check the appropriate box in each column with the highest level of classified matter under National Security Information and Restricted Data, to which access is required. Check "NA" for any items which are not applicable. Completion of this section should be coordinated with the sponsoring Office Authorized Classifier as well as the Project Manager to assure complete and accurate information.
- 5.B. Indicate if a contractor must access, store or handle classified information at contractor facility.
- 5.C. Indicate if unescorted access is required to protected and vital areas of nuclear power plants.
- 5.D. Indicate if access is required to Unclassified Safeguards Information.
- 5.E. Indicate if access is required to sensitive IT systems or data.
- 5.F. Indicate if unescorted access is required to NRC Headquarters building.
6. Contractors listed in item 1 will submit proposed releases to DCPM for approval prior to release. Subcontractors shall be instructed to submit proposed releases through the prime contractor listed in item 1 to DCPM.
7. If 5.A. is yes, indicate the nature of classification guidance/identification of classification guides.  
  
When the block "Nature of Classification Guidance" is used, identify the areas of classified information involved and, in particular, provide adequate unclassified narrative comment to describe specific items of information within these areas which may require classification guidance.
8. Furnish name and title of position of authorized classifier if Division of Facilities and Security is not checked.
9. The DCPM will assure distribution of this document to all responsible organizations when completed.
- 9.A. After approval, the sponsoring office will assure distribution of this document for DOE agreements.
10. (Not applicable to DOE agreements) The sponsoring office should obtain the signatures required in Boxes 10A and 10B before submitting it to DCPM.

Additional comments relating to any of the items may be included under "Remarks," to assure that reviewers evaluate the information properly.

**ATTACHMENT 4**

**BILLING INSTRUCTIONS FOR  
FIXED PRICE CONTRACTS (October 2003)**

**General:** The contractor is responsible during performance and through final payment of this contract for the accuracy and completeness of the data within the Central Contractor Registration (CCR) database, and for any liability resulting from the Government's reliance on inaccurate or incomplete CCR data. The contractor shall prepare vouchers or invoices as prescribed herein. **FAILURE TO SUBMIT VOUCHERS/INVOICES IN ACCORDANCE WITH THESE INSTRUCTIONS WILL RESULT IN REJECTION OF THE VOUCHER/INVOICES AS IMPROPER.**

**Form:** Claims shall be submitted on the payee's letterhead, voucher/invoices, 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." These forms are available from the U.S. Government Printing Office, 710 North Capitol Street, Washington, DC 20401.

**Number of Copies:** An original and three copies shall be submitted. Failure to submit all the required copies will result in rejection of the voucher/invoice as improper.

**Designated Agency Billing Office:** Vouchers/Invoices shall be submitted to the following address:

U.S. Nuclear Regulatory Commission  
Division of Contracts - T-7-I-2  
Washington, DC 20555-0001

A copy of any invoice which includes a purchase of property valued at the time of purchase at \$5000 or more, shall additionally be sent to:

NRC Property Management Officer  
Administrative Services Center  
Mail Stop -O-2G-112  
Washington, DC 20555-0001

**HAND-DELIVERY OF VOUCHERS/INVOICES IS DISCOURAGED AND WILL NOT EXPEDITE PROCESSING BY THE NRC.** However, should you choose to deliver vouchers/invoices by hand, including delivery by any express mail service or special delivery service which uses a courier or other person to deliver the vouchers/invoices in person to the NRC, such vouchers/invoices must be addressed to the above Designated Agency Billing Office and will only be accepted at the following location:

U.S. Nuclear Regulatory Commission  
One White Flint North - Mail Room  
11555 Rockville Pike  
Rockville, MD 20852

**HAND-CARRIED SUBMISSIONS WILL NOT BE ACCEPTED AT OTHER THAN THE ABOVE ADDRESS**

Note that the official receipt date for hand-delivered vouchers/invoices will be the date it is received by the official agency billing office in the Division of Contracts.

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

**Frequency:** The contractor shall submit a voucher or invoice only after the NRC's final acceptance of services rendered or products delivered in performance of the contract unless otherwise specified in the contract.

**Preparation and Itemization of the Voucher/Invoice:** The voucher/invoice shall be prepared in ink or by typewriter (without strike-overs). Corrections or erasures must be initialed. To be considered a proper voucher/invoice, all of the following elements must be included:

1. Contractor's Data Universal Number (DUNS) or DUNS+4 number that identifies the contractor'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 contractor to identify alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.
2. Contract number.
3. Sequential voucher/invoice number.
4. Date of voucher/invoice.
5. Payee's name and address. Show the name of the Payee as it appears in the contract and its correct address. If the Payee assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Payee shall require as a condition of any such assignment, that the assignee shall register separately in the Central Contractor Registration (CCR) database at <http://www.ccr.gov> and shall be paid by EFT in accordance with the terms of this contract. See Federal Acquisition Regulation 52.232-33(g) Payment by Electronic Funds Transfer - Central Contractor Registration (October 2003).
6. Description of articles or services, quantity, unit price, and total amount.
7. For contractor acquired property list each item purchased costing \$50,000 or more and having a life expectancy of more than 1 year and provide: (1) an item description, (2) manufacturer, (3) model number, (4) serial number, (5) acquisition cost, (6) date of purchase, and (7) a copy of the purchasing document.
8. Weight and zone of shipment, if shipped by parcel post.
9. Charges for freight or express shipments. Attach prepaid bill if shipped by freight or express.
10. Instructions to consignee to notify the Contracting Officer of receipt of shipment.
11. For Indefinite Delivery contracts or contracts under which progress payments are authorized, the final voucher/invoice shall be marked "FINAL VOUCHER" OR "FINAL INVOICE."

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

**Supersession:** These instructions supersede any previous billing instructions.

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