

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS  
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30**

1. REQUISITION NO. ADM-07-408	PAGE 1 OF 38
5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE

CONTRACT NO.	3. AWARD/EFFECTIVE DATE March 1, 2007	4. ORDER NO. NRC-10-07-408	MODIFICATION NO.
FOR SOLICITATION INFORMATION CALL:	a. NAME Romena R. Moy	b. TELEPHONE NO. (No Collect Calls) 301-415-6207	8. OFFER DUE DATE/LOCAL TIME

ISSUED BY U.S. Nuclear Regulatory Commission Division of Contracts, MS T7-I2 Contract Management Branch #1 Attn: Romena R. Moy Washington, DC 20555	CODE 3100	10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> EMERGING SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input checked="" type="checkbox"/> 8(A)
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1. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS	<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	13b. RATING N/A
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5. DELIVER TO U.S. Nuclear Regulatory Commission Division of Contracts, MS T7-I2 Washington DC 20555	CODE	16. ADMINISTERED BY U.S. Nuclear Regulatory Commission Division of Contracts, MS T7-I2 Contracts Management Branch #1 Washington, DC 20555	CODE 3100
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7a. CONTRACTOR/OFFEROR SPS CONSULTING LLC STUDLEY PROFESSIONAL STAFFING 7910 WOODMONT AVE BETHESDA MD 208143002 TELEPHONE NO. 301-652-9112	CODE 52-1985108	FACILITY CODE	18a. PAYMENT WILL BE MADE BY U.S. Nuclear Regulatory Commission Payment Team, Mail Stop T-9-H-4 Attn: (NRC-10-07-408) Washington DC 20555	CODE 3100
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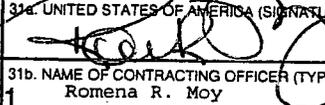
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER	18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM
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19. ITEM NO.	20. See CONTINUATION Page SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	The Contractor shall provide services in support of the NRC Division of Contracts Report Generation and File Room in accordance with the following performance work statement and all requirements herein.  (Use Reverse and/or Attach Additional Sheets as Necessary)				

ACCOUNTING AND APPROPRIATION DATA See CONTINUATION Page	26. TOTAL AWARD AMOUNT (For Govt. Use Only)
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27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.	27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.
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28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED	<input checked="" type="checkbox"/> 29. AWARD OF CONTRACT <u>See Consulting Quote, and revision</u> DATED <u>02/02/07, 02/22/07</u> . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:
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1. SIGNATURE OF OFFEROR/CONTRACTOR	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 
1. NAME AND TITLE OF SIGNER (TYPE OR PRINT)	31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Romena R. Moy Contracting Officer
30c. DATE SIGNED	31c. DATE SIGNED 2-1-07

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0001 0002 0003 0004 0005	Base Period (March 1, 2007 through February 29, 2008) Option Year One (March 1, 2008 through February 28, 2009) Option Year Two (March 1, 2009 through February 28, 2010) Option Year Three (March 1, 2010 through February 28, 2011) Option Year Four (March 1, 2011 through February 29, 2012)  ACCOUNTING & APPROPRIATION DATA: B&R No.: 74015-5B1160      Job Code: B1458      BOC: 252A Appropriation No.: 31X0200      OBLIGATE: \$251,525.88				

32a. QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED     
  INSPECTED     
  ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

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





## PERFORMANCE WORK STATEMENT

### DC REPORT GENERATION AND FILE ROOM SUPPORT

#### **BACKGROUND**

The Office of Administration's Division of Contracts (DC) is responsible for the acquisition of supplies and services that the U.S. Nuclear Regulatory Commission (NRC) staff requires to perform their duties and responsibilities. DC develops and maintains the NRC's official record of the contracts, purchase orders, delivery orders, task orders, interagency agreements, cooperative agreements, and modifications thereto, that are awarded for the supplies and services requested by the staff. These files are currently housed on shelves located in the DC File Room, which is currently being managed by an 8(a) contractor.

Maintaining DC's official contract records is only one aspect of the contractor's duties and responsibilities. The contractor is also responsible for entering invoice information into the DC Invoice Tracking System (ITS) so that the status of invoice payment can be accurately tracked. In accordance with the Prompt Payment Act, the Government is required to make payments to NRC contractors for supplies and/or services rendered and accepted by NRC within 30 days of receipt of a proper invoice. This is important because if payment is not made within the required time-frame, the Government has to pay interest for late payments.

In addition, the contractor receives and distributes all incoming and outgoing mail, which includes executed contracts, agreements, simplified acquisitions and modifications, pending invoices, and other contract related documentation. They are responsible for entering data into the DC contract writing system entitled, "Automated Acquisition Management System (AAMS)", and generating status reports for DC and Program Office staff use.

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#### **SCOPE OF WORK**

The contractor shall be responsible for providing administrative support to the DC file room Monday through Friday, during the hours of 7:30 a.m. to 4:15 p.m. The contractor shall collect, enter, and verify contract data required in the DC information database systems; and generate and deliver timely standardized reports. The contractor shall be responsible for accuracy of reporting contract data in DC's contract tracking systems, which provide DC staff and the program offices reports for monitoring the status of pending and awarded contract actions.

The contractor shall also be responsible for the receipt and distribution of all incoming and outgoing mail and miscellaneous contract documentation. The contractor shall distribute all active contract and closeout contract documents and assist with the retirement of closed contracts, simplified acquisitions and policy files. The contractor shall be responsible for filing contract documentation and maintaining the NRC official record copy of documents received or generated by the DC staff. The contractor shall also perform miscellaneous clerical functions.

**DELINEATION OF TASKS**

**TASK 1. DATA ENTRY**

The contractor shall enter information received in DC into the information data systems. The following illustrates the source documents from which data elements are to be entered into the systems, the estimated number of actions and the required turnaround time for completion of entries.

Source Document	Data Elements for Entry	Estimated Volume	Response Time
<p>1. Request for Procurement Action (RFPA) NRC Form 400</p> <p>AAMS - Data Value Screen for Procurement Request (PR)</p> <p>ITS - Information Screen 1-2-3 New Contract/Simplified Acquisition necessary for invoice tracking.</p>	<p>Requisition Number Estimated Dollar Value Committed Amount - through Funding Tab (Funding Line Identification) Planned Funding NRC Award Type Job Code Contracting Office Code Program Office ID Program Office Code Project Officer Name Contract Specialist Code - (once Branch Chief (BC) assigns the RFPA the contractor shall use exact e-mail address of the contract specialist)</p> <p>REPA Number Title Project Officer Name Contract Specialist Name (once BC assigns) Status: "Pending" Government Cost Estimate Solicitation Procedures RFPA Receipt Date/Award Date in the Original &amp; Actual block in the Milestone Screen</p>	20 per Week	<p>Three hours of receipt</p> <p>The contractor shall enter any RFPA received in DC containing incomplete information within 24 hours and forward to the BC for assignment.</p>
<p>2. SF1449 3. SF26 4. SF-30 5. Notice of Grant/Assistance Award 6. IA Agreement/NRC-662</p>	<p>Action Number: "Contract No.", Modification No." Status Update: "Award, "Withdrawn", "Canceled" Contract Specialist History Contract Expiration/Execution/Award Date Initial Obligation Project Officer Change</p>	17 per Week	Four hours of receipt
<p>8. Voucher/Invoice Invoice Tracking</p>	All elements	75 per Week	Four hours of receipt

Source Document	Data Elements for Entry	Estimated Volume	Response Time
<b>System (ITS)</b>	For service contracts over \$25K & supply contracts over \$100K, the contractor shall prepare NRC Form 292, "Voucher Transmittal for Review and approval Prior to Payment" ( <b>ENCLOSURE 12</b> ) and complete the Form 420 ( <b>ENCLOSURE 13</b> ) for the NRC Project Officer's (PO) signature and hand deliver the regional vouchers to the NRC mail room and maintain source document files. The contractor shall send an e-mail to the PO with a copy to the Contract Specialist (CS), advising that a voucher is late being returned to the CS ( <b>ENCLOSURE 14</b> ).		
<b>9. Advanced Procurement Plan (APP) (AAMS)</b>	All elements  Upon receipt of the electronic spreadsheet from the program office, the contractor shall enter the data in AAMS.  Upon receipt of the RFPA, the contractor shall link the PR to the APP action.	200 per six month period (Twice Yearly)	Three working days of receipt  Additional information within four hours of receipt.
<b>10. DOE Equipment Tracking Sheet</b>	All elements  The contractor shall enter the data in the DOE tracking system upon receipt of the DOE report.	10 per Week	Two working days of receipt.

Source document forms are provided in **ENCLOSURES 1 - 10**. Copies of the screens are provided in **ENCLOSURE 11**.

## **1.1 DATA ENTRY TIMELINESS AND ACCURACY**

### **1.1.1 METHOD OF SURVEILLANCE**

Quality Assurance Inspections performed by the NRC PO or the designated alternate will consist of random sampling, viewing data in the information database system screen and reviewing the reports and source documentation. Data from the source documents will be checked by the NRC PO for accuracy on a monthly basis in accordance with the specified turnaround times. A minimum of ten percent (10%) of the source documents will be checked.

### 1.1.2 PERFORMANCE STANDARDS

**Timeliness Standard for Data Entry:** No more than five percent (5%) of the sampled source documents shall be entered into the information database system later than the specified time period in one given week. If more than five percent (5%) of the sampled source documents are entered later than the specified time period in one given week, two percent (2%) of the monthly price for this line item shall be deducted from the monthly invoice for Task 1.

**Accuracy Standard for Task 1:** No errors (missing data, incorrect data attributable/or related to the data elements entered by the contractor) shall be present in the information database system screens, final report, biweekly report or action detail report. The contractor shall be given the opportunity to correct errors in accuracy discovered during the weekly inspection. If the errors discovered in the weekly inspection are not completely corrected as revealed by 1) biweekly inspection of the information database system screens, 2) final report, 3) upcoming biweekly report or 4) DC staff complaints on action detail or Federal Procurement Data System - Next Generation (FPDS-NG) reports, three percent (3%) of the monthly price for Task 1 (data entry generation) will be deducted from the next monthly invoice submitted for payment.

### **TASK 2. REPORT GENERATION AND VERIFICATION**

The contractor shall generate and deliver timely reports to the NRC PO, unless otherwise specified, which are free of errors and omissions in accordance with the specified report run schedule. The contractor shall review the reports listed below for errors (due to data entry) and omissions. The contractor shall verify all data elements in the reports and the information in the AAMS Data Value Screen and the FPDS-NG Screen with the source document. The contractor shall maintain all source document files.

The following depicts the report type, who the report is intended for and the frequency that the reports should be run:

Report Type	Report Sort	Report Run Schedule
<b>AAMS Action Detail Report (Workload Reports)</b> 1. Action Detail Report w/Report Options "Summary Data (Data Values)" 2. Action Detail Report w/Report Options "Show Milestones and Comments"	CS  <b>(ENCLOSURE 37)</b>	Biweekly
<b>AAMS Inventory of Contracts:</b> 3. (Action Detail Report Awarded Actions)  4. Action Detail Report	CS Program Office	Biweekly 1 <sup>st</sup> . Report shall be run on the 14 <sup>th</sup> day of the month and the 2 <sup>nd</sup> . Report shall be run on the 30 or 31 <sup>st</sup> . day of the month.

Report Type	Report Sort	Report Run Schedule
Awarded Actions w/Report Options "Linked Actions"  <b>5. New Awards</b>		Biweekly
<b>Closeout</b> <b>6. Closeout Contract Inventory</b> <b>7. Closed Contracts</b>  <b>8. DAF Monitoring Report</b>	To Be Closed by Date Branch CS  <b>(ENCLOSURE 40)</b>	Biweekly  <b>(Six sets as follows:            BC (4), DC Dir. (1), PO (1))</b>
<b>Invoice Tracking System Reports:</b> <b>9. Overdue From Project Officer A-B-C</b> <b>10. Notes to Contract Specialist A-C</b> <b>11. Overdue To Chief Financial Officer A-C</b> <b>12. Invoice Listing Report</b>	CS Contractor Date Invoice Received  <b>(ENCLOSURE 38)</b>	Weekly - Monday draft Friday final  <b>Reports due to:</b> <b>A CS - Monday &amp; Friday</b> <b>B Project Officer-Friday</b> <b>C Branch Chief-Friday</b>
<b>Advanced Procurement Plan (APP- AAMS System)</b>  <b>13. Advanced Procurement Plan (APP)-New Award, Mods and Task Orders</b>		Every Six (6) months April and October
<b>FPDS-NG</b> <b>14. Register Summary Sheet</b>  <b>15. Register Summary Report by Agency</b>	FPDS-NG Summary Sheet  FPDS-NG Alpha Contractor Listing of Awarded Actions	Biweekly 1 <sup>st</sup> . Report shall be run on the 14 <sup>th</sup> day of the month and the 2 <sup>nd</sup> . Report shall be run on the 30 or 31 <sup>st</sup> . day of the month.
<b>DOE Equipment Tracking System</b> <b>16. DOE Equipment Tracking</b>	Property Report Software Report	Last day of every month
<b>17. Ad Hoc Reports</b>	As Requested	Within one hour of request (5/Week)

## **2.2 REPORT GENERATION TIMELINESS AND ACCURACY**

### **2.2.1 METHOD OF SURVEILLANCE**

Quality Assurance Inspections performed by the NRC PO or the designated alternate will consist of 100% inspection by the NRC PO viewing all data on the information database system screens, and by reviewing the reports and source documentation. Data from the source documents will be checked by the NRC PO for accuracy on a monthly basis in accordance with the specified turnaround times.

### **2.2.2 PERFORMANCE STANDARDS**

**Timeliness Standard for Data Entry:** No reports shall be submitted later than the specified report run date schedule.

**Accuracy Standard for Task 2:** No errors (missing data, incorrect data attributable/or related to the data elements entered by the contractor) shall be present in information database system screens, final report, biweekly report or action detail report. The contractor shall be given the opportunity to correct errors in accuracy discovered during the weekly inspection. If the errors discovered in the sample weekly inspection are not completely corrected as revealed by a biweekly inspection of the information database system screens, final report, upcoming biweekly report or DC staff complaints on action detail or FPDS-NG reports, then three percent (3%) of the monthly price for Task 2 (report generation) will be deducted from the next monthly invoice.

### **2.2.3 PAYMENT ADJUSTMENT FOR UNSATISFACTORY PERFORMANCE OR NONPERFORMANCE**

If more than one report is later than the specified run date schedule, percentage deductions of the monthly price for Task 2 shall be taken in accordance with the chart below:

<b>Number of Reports Late</b>	<b>Percentage Deduction</b>
Two	2%
Three	3%
Four	4%
Five	5%
Six	6%
Seven	7%
Eight	8%
Nine	9%
Ten and Over	10%

### **TASK 3. CONTRACT DISTRIBUTION**

The contractor shall provide administrative support to DC staff. The contractor shall receive and process mail; distribute all awarded, expired and close-out contract documents, and assist with the retirement of closed contracts, purchase orders and policy files.

#### **3.1 PROCESSING MAIL**

The contractor shall process the daily incoming and outgoing Division mail (two deliveries each day) and shall be the receipt and distribution point. The times for delivery and pick-up of the mail are 8:30 A.M. and 2:30 P.M. The NRC's central mailroom will deliver all incoming mail to Mail Stop T712.

The contractor shall date and time stamp all incoming mail on the reverse side of the original document and distribute to the DC operation branches, Director's Office (DO) and data entry staff twice daily. The contractor shall call the central mailroom twice a day for pick-up of all packages and hand-delivered items. The contractor shall report to the central agency mailroom one half hour prior to opening/closing time to accept proposals. All proposals or quotes shall be hand-delivered to the appropriate CS within one half hour after the time established for opening/closing due date. All "Open by Addressee Only" envelopes and proposals shall be given to the appropriate DC staff member. The estimated volume is 2,900 per month.

The contractor shall handle the checks received for monies due to the NRC from its contractors and provide the check with a memo to the NRC PO within one (1) hour of receipt, and forward a copy of the check and memo to the CS. The NRC PO will hand-carry the check to the Office of Chief Financial Officer (OCFO). The contractor shall maintain the report entitled, "Report of Checks Received" (**ENCLOSURE 21**) on the personal computer located in the file room, and provide the report to the NRC PO at the end of the period of performance for Task 3. The estimated volume is 4 per year.

The contractor shall provide a copy of all new RFPA's to the Small Business and Civil Rights Office (SBCR), in accordance with **ENCLOSURE 22**, upon receipt of the new award RFPA valued at \$100,000 and above, accompanied with a copy of the Statement of Work (SOW). The estimated volume is 4 per month.

The Contractor shall complete the top portion of the Small Business/Labor Surplus Form with the RFPA No. and Date (two) forms - one for each DC branch).

- Make three (3) copies of the RFPA, SOW and form.
- Forward one (1) copy to SBCR.
- Forward one (1) copy to the BC.
- File the third copy in a brown accordion file folder.
- Complete the Tracking Log for SBCR with the RFPA No., Date Sent, and Specialist/Branch Chief.
- Upon receipt of the returned form from SBCR, the Contractor shall complete the Tracking Log and forward the form to the CS.

The Contractor shall be responsible to contact SBCR to follow up on the forms sent if not received within 10 working days. If the Contractor does not receive the forms, after notifying SBCR, they shall e-mail the NRC P.O or BC. If the RFPA does not have a SOW attached, the Contractor shall forward the original RFPA to the BC for return or to obtain SOW. The Contractor shall be responsible to follow up with the BC within 24 hours. The Contractor shall not hold RFPA's awaiting assignment by the BC.

The Contractor shall also send SBCR a copy of the entire package of documents for "Financial Assistance" (Grants & Cooperative Agreements) ATTN: Dorothea Washington.

### **3.2 DISTRIBUTION**

The contractor shall collect the contract documentation for distribution from the DC mail stops T7E4 and T7E14 and distribute copies of all awarded contracts/tasks orders/delivery orders, interagency agreements, cooperative agreements and modifications, expired/closeout contracts/task orders and modifications, general assignments, contractor releases, purchase orders Form 347, purchase order modifications, RFPA's, Contractor's Past Performance Reports, letter solicitations and amendments, and general correspondence (such as letters to industry, government agencies, congressional letters, internal memoranda) within two (2) working days of receipt.

The contractor shall collect from the DC mail stops T7E4 and T7E14 and distribute other solicitations and amendments (Standard Form (SF) 33, SF 1449 and other standard formats) within five (5) working days after receipt. The contractor shall prepare the contract documentation for mailing, reproduce additional copies (if required), and ensure that all attachments are enclosed. Solicitations other than letter format may require that the contractor prepare a NRC Form 20 to request reproduction service from the NRC Copy Center. The contractor shall deliver and pick up these reproduction jobs from the Copy Center.

The contractor shall distribute the contract documentation to the appropriate parties both external (vendor/contractor) and within the NRC in accordance with the distribution chain on the original concurrence document. The contractor shall complete the "Contract and Modification Distribution List" (**ENCLOSURE 15**). Expired/Closeout contract distribution shall remain the same as for active contract actions, with the exception of distribution documents for accounting, which shall be given to the NRC PO. Upon request, the contractor shall transmit facsimile documents (such as amendments to solicitations) within one (1) hour of receipt, and express mail documents. The contractor shall make the necessary copies of the purchase order documents and perform distribution in accordance with "Distribution of Purchase Orders and Modifications" (**ENCLOSURE 16**). The contractor shall ensure the review of sensitive unclassified non-safeguards information (SUNSI) has been completed by the PO (originator) in accordance with **ENCLOSURE 17**. The contractor shall provide the BC a copy of the signature page of the bilateral award to remind BC and CS of pending awards in AAMS and to change the status from "Active" to "Awarded" in AAMS. The estimated volume is 400 documents per month.

### 3.3 ADAMS DOCUMENTATION

The contractor shall perform ADAMS look up function (ML Number) to check for DC contract documents and provide the requestor the ML number or a hard copy of the contract document. The contractor shall also perform searches for DC, by title or keyword.

The contractor shall send contract award and modification documents over to the ADAMS Document Control Desk in accordance with the "Procedures for Processing Public Contract Documents Through ADAMS" (**ENCLOSURE 18**) within two (2) working days of receipt. Each piece of documentation shall be marked with a template number on the lower left corner and the RIDDS mailbox number on the lower right corner. The contractor shall process the public documents once they have been scanned into ADAMS in accordance with the procedures for processing public documents in ADAMS (**ENCLOSURE 19**). The estimated volume is 70 per month.

### 3.4 CONTRACTUAL DOCUMENT DISTRIBUTION CHECK

The contractor shall check the contractual documents in accordance with the procedures set forth in **ENCLOSURE 20**.

### 3.5 QUALITY ASSURANCE

The original distribution document shall be checked on a monthly basis in accordance with the specified turnaround times. Ten percent (10%) of the distribution documents shall be checked randomly each month by the contractor.

The following provides the estimated monthly volume of documents processed and the required time frames for processing the documentation:

<b>Distribution</b>	<b>Est. Volume</b>	<b>Distribution Time Frame</b>
<b>Active Contract/Task Orders &amp; Modifications Expired/Closeout Contracts/Task Orders &amp; Modifications General Assignments Contractor Releases Purchase Order Form 347 &amp; Modifications Contractors Past Performance Evaluations General Correspondence (letters to industry, Government Agencies, Congressional Letters, Internal Memoranda) ADAMS Document Control Desk Proprietary Data</b>	800/Month	Within two (2) working days of receipt
<b>Facsimile Documents and Express Mail Documents</b>	20/Month	Within one (1) hour of receipt
<b>Contractor Checks</b>	4/Year	Within one (1) hour of receipt
<b>Division Mail</b>	2,500/Month	Two times daily

Distribution	Est. Volume	Distribution Time Frame
RFPAs to SBCR	4/Month	Upon receipt of the RFPAs in DC
Retirement of Closed Contracts Retirement of Closed Purchase Orders Retirement of Policy Files	12/Month 450/Year 40/Year	Every 2 - 3 months Annually - October Annually - October

### **3.6 METHOD OF SURVEILLANCE**

Quality Assurance Inspections performed by the NRC PO or the designated alternate will consist of random sampling and/or a review of DC staff complaints concerning incorrect or late distribution of documentation.

### **3.7 PERFORMANCE STANDARDS**

No more than three (3) documents shall be distributed later than the specified time period or distributed incorrectly each month.

### **3.8 PAYMENT ADJUSTMENT FOR UNSATISFACTORY PERFORMANCE OR NONPERFORMANCE**

If more than three (3) documents are distributed later than the specified time period or distributed incorrectly in one given month, percentage deductions of the monthly price for Task 3 shall be taken in accordance with the chart below:

Number of Documents	Percentage Deduction
Four- Nine	5%
Ten - Fourteen	10%
Fifteen/above	15%

### **3.9 ADJUSTMENT TO CONTRACT PRICE DUE TO VARIATION IN ESTIMATE QUANTITY**

Over a period of one (1) year, if the estimated quantity (volume) for any data entry source documents or distribution documents varies, by more than ten percent (10%), an equitable downward/upward adjustment will be negotiated for that line item. The contractor shall be responsible for notifying the CO of the quantity adjustment in writing.

### **TASK 4. MAINTAIN OFFICIAL RECORDS**

The contractor shall maintain the NRC official record copy of documents received or generated by DC staff, which includes the operations branches (Contract Management Branch 1 (CMB1),

CMB2, CMB3 and CMB4), Procurement Policy Team (PPT), and the Procurement Oversight Team, (POT). These files contain proprietary and sensitive information, which in many cases, may not be available to the general public. The contractor shall maintain security measures to protect all information.

Files include, but are not limited to: pre- and post-award contract files, interagency agreement files, cooperative agreement files, purchase order files, PPT & POT files, expired/closeout contract files, subject files, branch files, training files, vendor files, and general correspondence. Accuracy in filing is essential to preclude delays in retrieving documents.

The contractor shall ensure that all files are not overly crowded on the shelves where they are housed. When requested, the contractor shall create and label a new file clearly indicating the volume number of the total number of volumes, i.e., Volume 1 of 2. In addition, the contractor shall create and label new pre- and post-award contract files, i.e., brown and rainbow folders (red, green, orange and blue), when a contract has been awarded.

#### **4.1 PRE-AND POST-AWARD FILES/DC OPERATION BRANCH FILES**

The central contract file room, located at Mail Stop T712, contains all pre-and post-award contract files, interagency agreements, cooperative agreements, expired/closeout contract and purchase order files. The contractor shall be responsible for filing, storing and retrieving the files which are to be placed in the DC file room for DC staff and other authorized personnel upon request. Pre-and post-award files shall be placed intact on the filing shelves in accordance with the "Organization of Contract Files" (**ENCLOSURE 24**).

In order to provide for a uniform format and to improve overall efficiency in the file system, contract folders are divided into five (5) distinct files which are appropriately color-coded. The contractor shall create and label colored contract and task order file folders when new contracts are awarded. The contractor shall file all documents in accordance with the "Contract Filing Procedure" (**ENCLOSURE 25**). The contractor shall initial and date the document in the upper right hand corner to indicate who filed the document and the date filed.

The contractor shall hole punch the document at the center top of the page and fasten the document in the file. All filing shall be completed within two (2) working days from date of receipt, with the exception of the SF 292, "Voucher Transmittal For Review and Approval Prior To Payment" (green copy), which shall be completed within thirty (30) working days from date of receipt. A list of "PREAWARD ACTIONS AND CONTRACTS AWARDED," during the month will be furnished to the contractor by the NRC PO within five (5) working days after the end of the month. Estimated volume is 600 documents per month for active contracts.

The contractor shall inventory the new award files on a monthly basis to ensure that all files are correctly filed in the file room. Any discrepancies will be annotated on the list and returned to the NRC PO within five (5) working days from the date the contractor receives the monthly list from the NRC PO for resolution. Estimated volume is 3 new awards per month.

Contract files shall be available for review by DC personnel and other personnel authorized by the NRC PO. In order to access the file, the NRC authorized employee will fill out a "sign-out/in Data Entry Sheet" (**ENCLOSURE 26**), indicating the contract file folder required and give it to

the contractor. The contractor shall immediately retrieve the file for the employee. No file shall remain outside the file room for more than thirty (30) days. The contractor shall follow-up with the NRC employee at the end of thirty (30) days to ensure that the file is properly returned to the file room. If the file is not returned to the file room within five (5) working days of notification, the contractor shall inform the NRC PO so that corrective action may be taken. Estimated volume for sign-in is 500 per month, estimated volume for sign-out is 600 per month.

The contractor shall pick up all the material to be filed from the mail slots labeled "CONTRACTOR FILING," located in mail station T7E14. These documents will be initialed by the NRC individual and dated in the upper left hand corner to indicate that the document is ready for filing. Documents shall be picked up by the contractor each time the mail is delivered to the DC File Room throughout the day (two (2) deliveries per day).

#### **4.2 POLICY FILES**

The policy files are located in the file room, Mail Stop T7I2. The procedures are set forth in **ENCLOSURE 39**. Estimated volume is 30 documents per month.

#### **4.3 EXPIRED/CLOSEOUT CONTRACT/PURCHASE ORDERS/POLICY FILES**

Closeout contract files shall be kept intact in year order on the filing shelves in accordance with the "Closeout Inventory List," which is posted in the DC File Room. The expired contract files shall be kept intact in year order on the filing shelves. The contractor shall file all documents initialed and dated by the NRC individual in the upper left hand corner in the red file folder behind the closeout checklist. The contractor shall initial and date the document in the upper right hand corner to indicate who filed the document and the date filed. The contractor shall hole punch the document at the center top of the page and fasten the document in the red file folder behind the closeout checklist. All filing shall be completed within three (3) working days from date of receipt. Estimated volume is 75 documents per month for expired contracts.

The contractor shall be required to track the expired/closeout contract file folders once they are signed out by the CS. The contractor shall provide the NRC PO with a copy of the sign-out/in sheets at the end of every month. Estimated volume for sign-in is 100 per month, estimated volume for sign-out is 200 per month.

The contractor shall complete closeout of purchase orders by October 31, each year in accordance with the procedures set forth in **ENCLOSURE 23**. The estimated volume is 450 per year and the task is performed once a year, every October.

The contractor shall prepare the purged policy staff files (the estimated volume is 40 files per year) and closed contracts for retirement to storage after notification by the NRC PO. The estimated volume is 12 closed contracts per month.

#### **4.4 PURCHASE ORDERS AND AMENDMENTS**

Purchase order files are color-coded by fiscal year. Each fiscal year, a different color will be used and files are segregated by the particular fiscal year. Purchase order files must be filed in sequential order, from the lowest to highest number. Documents shall be filed in a two-part

folder in accordance with the "Purchase Order Filing Procedure" (**ENCLOSURE 27**). All filing shall be completed within three (3) working days from date of receipt. Estimated volume is 100 documents per month for purchase orders.

The contractor shall inventory the purchase order files to ensure that all files are filed correctly in the file room. Any discrepancies will be annotated on the purchase order list and returned to the NRC PO within five (5) working days from the effective date of the award.

#### **4.5 FILE INTEGRITY**

The contractor shall ensure that the active contracts, purchase orders, delivery orders/task orders, interagency agreements/cooperative agreements, expired/closeout contracts and policy files are not overcrowded on the shelves. The contractor shall move all contract files to alleviate overcrowding and shall re-label all file shelving consistent with the documents located on the shelves. When necessary, the contractor shall create a new file, clearly labeling the file on the side with the contract number and indicating the volume number of the total number of volumes, i.e., Volume 1 of 2. Files shall be rearranged not later than thirty (30) working days after identification of the overcrowding by the contractor's staff or the NRC PO. The NRC PO will make periodic reviews of the files to ensure that files are not overcrowded, the integrity of the files and that documents are timely filed.

The contractor shall perform a general review of the filing of file folders and the filing of documents to check that: (1) that files are not crowded on the shelves, (2) and that documents are properly filed in the folders, (3) that incoming documents are adequately identified and, (4) documents are properly labeled and correctly filed. This review shall be conducted approximately three (3) months after the effective date of the award and every six (6) months thereafter. All shelves shall be reviewed and a determination made whether or not they are crowded. As a minimum, 20 purchase order files and 20 contract files shall be checked by the contractor to ensure that the files have been properly labeled and correctly filed. A report shall be furnished to the NRC PO, within five (5) working days after the end of every six (6) months (March and September). The report shall include, as a minimum: (1) that all shelving was checked, the date, and a statement whether or not the shelving was crowded and if crowded, when the files will be rearranged, a discussion of file integrity problems and space and storage requirements with recommended resolution and, (2) a list of the files reviewed by either subject file or contract number and contractor name, as applicable, a statement whether or not the correspondence was filed correctly and on time, and, if deficiencies are found, what action the contractor will take to correct such deficiencies.

The contractor shall review the preaward file folder in accordance with **ENCLOSURE 28** to ensure the documents are filed in the proper area listed. The contractor shall interact with the CS to obtain any missing document and file the missing document in its appropriate area in the preaward file folder.

#### **4.6 OFFICE OF INFORMATION SERVICES (OIS) RECORDS INVENTORY MAINTENANCE**

The contractor shall perform a records inventory of the NRC File Room, and the DC office space, once every fiscal year. The contractor shall perform a complete review of file room shelves containing records and non-records. The contractor shall perform a complete review of

all the DC office space containing records and non-records. The contractor shall measure each shelf and record the description of contents on the NRC Form 317A, "RECORDS INVENTORY WORKSHEET" (**ENCLOSURE 29**), in accurate measurements (feet and inches). The contractor shall complete the NRC Form 317A, "RECORDS INVENTORY WORKSHEET", and furnish the completed report to the NRC PO, the second week of August.

**4.7 CONTRACTORS PAST PERFORMANCE EVALUATION FORM**

The contractor shall send the past performance evaluation, per DC Instruction 92-08 (electronic or hard copy) to the PO for completion. Upon receipt of the RFPA requesting option year exercise. The contractor shall provide the CS with the completion copy and shall place a copy in the contract file folder. After receipt from the CS, the contractor shall be responsible for filing a copy of the contractor's past performance which is the written evaluation of the contractor's performance. The contractor shall file the reports in the white notebooks entitled "Contractor Performance Reports". The reports shall be filed in total alphabetical order, under each letter, by contractor name. All filing shall be completed within five (5) working days after receipt. The white notebooks are located in the DC File Room. Estimated volume is 5 documents per month.

**4.8 QUALITY ASSURANCE**

The original filed documents shall be checked on a monthly basis in accordance with the specified turnaround times. Ten percent (10%) of the filed documents shall be checked randomly each month.

The following provides the estimated monthly volume of files and the time frame for filing the documentation:

<b>File Description</b>	<b>Est. Volume</b>	<b>Filing Time Frame</b>
Policy Staff Files (subject, read, audit, and manual chapter files)	30/Month	Within five (5) working days of receipt
NRC 292, "Voucher Transmittal For Review & Approval Prior to Payment"(green copy)	20/Month	Within thirty (30) working days of receipt
Pre- and Post-award Contract Files	600/Month	Within two (2) working days of receipt
Interagency/Cooperative Agreement Files	2/Month	Within two (2) working days of receipt
Expired/Closeout Contract Files	75/Month	Within three (3) working days of receipt
Purchase Order Files and Amendments	100/Month	Within three (3) working days of receipt
Contractor Past Performance Evaluations	5/Month	Within five (5) working day of receipt

**4.9 METHOD OF SURVEILLANCE**

Quality Assurance Inspections performed by the NRC PO or the designated alternate will consist of random sampling and/or a review of DC staff complaints concerning late or incorrect filing.

**4.10 PERFORMANCE STANDARDS**

No more than three (3) documents shall be filed later than the specified time period or filed incorrectly each month.

**4.11 PAYMENT ADJUSTMENT FOR UNSATISFACTORY PERFORMANCE OR NONPERFORMANCE**

If more than three (3) documents are filed later than the specified time period or filed incorrectly in one given month, percentage deductions of the monthly price for Task 4 will be taken in accordance with the chart below:

<b>Number of Documents</b>	<b>Percentage Deduction</b>
<b>Four- Five</b>	<b>5%</b>
<b>Six - Ten</b>	<b>10%</b>
<b>Ten/above</b>	<b>15%</b>

**TASK 5. ADDITIONAL SUPPORT REQUIREMENTS**

In addition to the tasks described above, the contractor is required to perform additional support requirements as follows:

**5.1 REPRODUCTION OF FILES**

The contractor shall assist in the location of missing files by notifying the NRC PO. If requested by the NRC PO, the contractor shall reproduce copies of the contractual agreements from the Division of Financial Services (DFS) records within five (5) days of receipt. Estimated volume is six (6) file folders per year.

**5.2 DC TELEPHONE BACKUP**

The contractor shall answer the DC phones (beyond voice mail) during the NRC staff member's lunch break or if the NRC staff member is out of the office, as a back-up. The contractor shall receive a phone call from the NRC staff member prior to the transfer of the phones. The contractor shall answer telephone calls politely and refer the telephone call by forwarding an e-

mail phone message to the appropriate party within five (5) minutes of receiving the call. The contractor shall maintain a GroupWise folder of all e-mail phone source documents. Estimated volume of calls is ten (10) per month.

### **5.3 HUMAN RESOURCES MANAGEMENT SYSTEM (HRMS) TIMEKEEPER**

The contractor shall be responsible for the HRMS Time and Labor (T&L) Timekeeper function for DC in accordance with the "Timekeeper Handbook" (**ENCLOSURE 30**). Once the contractor has reviewed and printed the "Final Summary Approval Report" (**ENCLOSURE 31**), for each of the DC centers Time and Attendance Unit, they shall communicate with the appropriate parties to obtain the required DC staff signatures and the Approving Officials (BC) certification. The pay period ends on a Saturday of the second pay period week, and the T&L's are due the following Monday at 5:00 p.m.. The contractor shall notify the BC no later than Thursday of the second week of the pay period if the DC staff member has not entered their T&L. The contractor shall maintain a source document file for the signed Summary Approval Report and other supporting documents (i.e., Overtime Request Forms, Credit Hour Certification Forms, Leave Request Forms, Advanced Leave Request Forms, etc.) for each pay period (biweekly). There are 32 DC staff members/approximately 64/month.

### **5.4 TRAVEL FORMS**

The contractor shall be responsible for preparing the local and domestic travel voucher forms for DC staff. The contractor shall complete domestic travel vouchers and deliver to the appropriate DC staff member within three (3) working days before scheduled departure or as otherwise request by the DC staff member. All travel vouchers shall be prepared in accordance with the NRC Management Directive 14.1 entitled, "Official Temporary Duty Travel" (**ENCLOSURE 32**). The SF 1164, entitled "Claims for Reimbursement for Expenditures on Official Business" is used for local travel. The NRC Form 279, entitled "Official Travel Authorization" and the NRC Form 64 (Part 1) - 64A (Part 2), entitled "Travel Voucher" (**ENCLOSURE 33**) is used for domestic travel. The above mentioned forms are located in Informs. The contractor shall interact with the CS and BC to obtain the necessary signatures. Once signatures are complete the contractor shall forward the travel voucher to the DO office. The contractor shall forward a copy of the appropriate travel voucher to the DC staff member and maintain a source document file for each voucher they prepare. The estimated volume is twelve (12) per year.

### **5.5 TRAINING FORMS**

The contractor shall be responsible for preparing the training forms for the DC staff. The contractor shall prepare the NRC Form 368, entitled "Training Request and Authorization" (**ENCLOSURE 34**). The contractor shall prepare the SF1164, entitled "Claims for Reimbursement for Expenditures on Official Business." The above mentioned forms are located in Informs. All training forms shall be prepared in accordance with the samples and information description provided to the contractor. The contractor shall communicate with the appropriate DC staff member for the necessary information to complete the form and deliver the completed training form within four (4) working days after request to obtain the necessary signatures. Once signatures are obtained, the contractor shall forward the training form to the appropriate BC. The contractor shall forward a copy of the appropriate training form to the DC

staff member and maintain a source document file for each training form they prepare. The estimated volume is seventy two (72) per year.

**5.6 OBLIGATION AND DEOBLIGATION DOCUMENTATION TO THE OFFICE OF THE CHIEF FINANCIAL OFFICER (OCFO) LOG**

(A) Within two (2) working days of receipt, the contractor shall provide to the OCFO, the contract obligation documents and the deobligation documents prepared by the CS. The contractor shall record the contract obligation actions on the "DC Documentation Log to OCFO/DFS" (ENCLOSURE 35) and deobligation actions on the "Closeout Documentation to OCFO Log" (ENCLOSURE 36) and forward to OCFO along with the backup obligation/ deobligation documentation provided by the CS and retain a copy of the log and backup documentation in a folder. The estimated volume is 50 per year.

(B). Within two (2) working days of receipt, the contractor shall complete the "Closeout Documentation to OCFO Log" and attach copies of the modification for expired contracts which deobligate funds or closeout the contract. The contractor shall verify that no monies are remaining under the closed contract by checking the contract folder for a copy of the on-line FFS CAP06 report. If no copy of the on-line FFS CAP06 report is in the file folder, the contractor will communicate with the CS to obtain the copy. The contractor shall retain a copy of the log and documentation in a folder. The estimated volume is 75 per year.

**5.7 QUALITY ASSURANCE**

The original documents shall be checked on an ongoing basis in accordance with the specified turnaround time. The following provides the estimated monthly volume of documents and the required time frame for completing them:

<b>Work Description</b>	<b>Est. Volume</b>	<b>Time Frame</b>
Reproducing Files	6/Month	Within five (5) working days of receipt
DC Telephone Backup	10/Month	Within five (5) minutes of call
Human Resources Management System (HRMS) Timekeeper	60/Month	Biweekly - Following Monday of pay period ending date
Travel Vouchers	1/Month	Within three (3) working days before scheduled departure.
Training Forms	6/Month	Within four (4) working days of receipt
Obligation & Closeout Documentation to Office of the Chief Financial Officer (OCFO) Log	125/Year	Within two (2) working days of distribution receipt
Monitor the DAF Form and AAMS/CTS Reports	7/Month	Within two (2) weeks of report distribution

**5.9 METHOD OF SURVEILLANCE**

Quality Assurance Inspections performed by the NRC PO or the designated alternate will consist of random sampling and/or a review of DC staff complaints received concerning late documents, incomplete documents or documents containing errors.

**5.10 PERFORMANCE STANDARDS**

No more than two (2) documents shall be incomplete, contain errors or be completed later than the specified time period.

**5.11 PAYMENT ADJUSTMENT FOR UNSATISFACTORY PERFORMANCE OR NONPERFORMANCE**

If more than two (2) documents are incomplete, contain errors, or are processed later than the specified time period, percentage deductions of the monthly price for Task 5 shall be taken in accordance with the chart below:

<b>Number of Documents</b>	<b>Percentage Deduction</b>
<b>Three- Five</b>	<b>5%</b>
<b>Six - Ten</b>	<b>10%</b>
<b>Ten/above</b>	<b>15%</b>

**5.12 CONTRACTOR VISITORS**

The contractor shall provide the NRC PO at least one-half day's notice of any guest (contractor visitors) that need to be escorted into NRC space.

**5.13 RECYCLABLE MATERIALS**

Whenever possible, materials shall be recycled and put in the Grade I or II recycling container located in Room T7A13. Non-recyclable material shall be disposed of through normal trash.

## ADDITIONAL SIMPLIFIED ACQUISITION TERMS AND CONDITIONS

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### A.2 NOTICE LISTING CLAUSES INCORPORATED BY REFERENCE

The following clauses 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" contained in this document. FAR 52.252-2 contains the internet address for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
52.204-9	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	NOV 2006
52.223-6	DRUG-FREE WORKPLACE	MAY 2001
52.224-1	PRIVACY ACT NOTIFICATION	APR 1984
52.224-2	PRIVACY ACT	APR 1984
52.245-2	GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS)	MAY 2004
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	FEB 2006
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	APR 1984

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### A.3 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (NOV 2006)

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

(1) 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78)

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

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEP 2006), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

(2) 52.219-3, Notice of Total HUBZone Set-Aside (JAN 1999) (15 U.S.C. 657a).

(3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JUL 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

(4) [Reserved]

(5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

(ii) Alternate I (OCT 1995) of 52.219-6.

(iii) Alternate II (MAR 2004) of 52.219-6.

(6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

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

(iii) Alternate II (MAR 2004) of 52.219-7.

(7) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).

(8)(i) 52.219-9, Small Business Subcontracting Plan (SEP 2006) (15 U.S.C. 637(d)(4)).

(ii) Alternate I (OCT 2001) of 52.219-9.

(iii) Alternate II (OCT 2001) of 52.219-9.

(9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

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(10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (SEP 2005) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

(ii) Alternate I (JUNE 2003) of 52.219-23.

(iii) Alternate II (OCT 1998) of 52.219-23.

(11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004)

(14) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

(15) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JAN 2006) (E.O. 13126).

- (16) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
- (17) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).
- (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).
- (19) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
- (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).
- (21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).
- (22)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).
- (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- (23) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).
- (24)(i) 52.225-3, Buy American Act--Free Trade Agreements-- Israeli Trade Act (NOV 2006) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286, 109-53 and 103-169).
- (ii) Alternate I (JAN 2006) of 52.225-3.
- (iii) Alternate II (JAN 2006) of 52.225-3.
- (25) 52.225-5, Trade Agreements (NOV 2006) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- (26) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2006) (E.O.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- (27) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (42 U.S.C. 5150).
- (28) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (42 U.S.C. 5150).
- (29) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- (30) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- (31) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

(32) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

(33) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

(34) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

(35)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

(ii) Alternate I (APR 2003) of 52.247-64.

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

(1) 52.222-41, Service Contract Act of 1965, as Amended (JUL 2005) (41 U.S.C. 351, et seq.).

(2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

(3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (NOV 2006) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

(4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

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

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

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

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

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

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (April 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965, as Amended (JUL 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

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

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

#### **A.4 52.213-2 INVOICES (APR 1984)**

The Contractor's invoices must be submitted before payment can be made. The Contractor will be paid on the basis of the invoice, which must state (a) the starting and ending dates of the subscription delivery, and (b) either that orders have been placed in effect for the addressees required, or that the orders will be placed in effect upon receipt of payment.

#### **A.5 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 60 days prior to completion of current performance period.

**A.6 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor within 60 days prior to completion of current performance period; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days prior to completion of current performance period days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

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

**A.7 52.228-5 INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997)**

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective (1) for such period as the laws of the State in which this contract is to be performed prescribe or (2) until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

**A.8 52.213-3 NOTICE TO SUPPLIER (APR 1984)**

This is a firm order ONLY if your price does not exceed the maximum line item or total price in the Schedule. Submit invoices to the Contracting Officer. If you cannot perform in exact accordance with this order, WITHHOLD PERFORMANCE and notify the Contracting Officer immediately, giving your quotation.

**A.9 2052.204-71 BADGE REQUIREMENTS FOR UNESCORTED BUILDING ACCESS TO NRC FACILITIES (MAR 2006)**

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

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

#### **A.10 2052.215-70 KEY PERSONNEL (JAN 1993)**

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

Program Manager

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

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

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

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

## **A.11 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: Jeanne Cucura  
Address: U.S. Nuclear Regulatory Commission  
Division of Contracts, MS T7-12  
Washington, DC 20555  
Telephone Number: 301-415-6538

(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

## **A.12 ANNUAL AND FINAL CONTRACTOR PERFORMANCE EVALUATIONS**

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

The Contracting Officer will transmit the NRC Project Officer's annual and final contractor performance evaluations to the contractor's Project Manager, unless otherwise instructed by the contractor. The contractor will be permitted thirty days to review the document. The contractor may concur without comment, submit additional information, or request a meeting to discuss the performance evaluation. The Contracting Officer may request the contractor's Project Manager to attend a meeting to discuss the performance evaluation.

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

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

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

#### **A.13 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.

#### **A.14 DURATION OF CONTRACT PERIOD (MAR 1987) ALTERNATE 2 (MAR 1987)**

This contract shall commence on March 1, 2007 and will expire on 12 months thereafter. The term of this contract may be extended at the option of the Government for an additional 4 1-year periods.

#### **A.15 DETERMINATION OF MINIMUM WAGES AND FRINGE BENEFITS (NOV 1989)**

Each employee of the Contractor or any subcontractor performing services under this contract shall be paid at least the minimum allowable monetary wage and fringe benefits prescribed under the U.S. Department of Labor Wage Determination which is attached (See Section J for List of Attachments).

#### **A.16 SECURITY REQUIREMENTS FOR BUILDING ACCESS APPROVAL (MAR 2006)**

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 the 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 the 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 for a period of 180 days or more shall be required to complete and submit to the contractor representative an acceptable OPM Form 85P (Questionnaire for Public Trust Positions), 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 OPM Form 85P. 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.

#### **A.17 SECURITY REQUIREMENTS FOR INFORMATION TECHNOLOGY ACCESS APPROVAL (FEB 2004)**

The proposer/contractor must identify all individuals and propose the level of Information Technology (IT) approval for each, using the following guidance. The NRC sponsoring office shall make the final determination of the level, if any, of IT approval required for all individuals working under this contract.

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.

#### **SECURITY REQUIREMENTS FOR LEVEL I**

Performance under this contract will involve prime contractor personnel, subcontractors or others who perform services requiring direct access to or operate agency sensitive information technology systems or data (IT Level I).

The IT Level I involves responsibility for the planning, direction, and implementation of a computer security program; major responsibility for the direction, planning, and design of a computer system, including hardware and software; or the capability to access a computer system during its operation or maintenance in such a way that could cause or that has a relatively high risk of causing grave damage; or the capability to realize a significant personal gain from computer access. Such contractor personnel shall be subject to the NRC contractor personnel security requirements of NRC Management Directive (MD) 12.3, Part I and will require a favorably adjudicated Limited Background Investigation (LBI).

A contractor employee shall not have access to sensitive information technology systems or data 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 and checks. Final access will be approved based on a favorably adjudicated LBI in accordance with the procedures found in NRC MD 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. 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. When an individual receives final access, the individual will be subject to a reinvestigation every 10 years.

The contractor shall submit a completed security forms packet, including the SF-86, "Questionnaire for National Security Positions," and fingerprint charts, through the Project Officer to SB/ DFS for review and favorable adjudication, prior to the individual performing work under this contract. The contractor shall assure that all forms are accurate, complete, and legible (except for Part 2 of the questionnaire, which is required to be completed in private and submitted by the individual to the contractor in a sealed envelope), as set forth in MD 12.3 which is incorporated into this contract by reference as though fully set forth herein. Based on SB review of the applicant's security forms and/or the receipt of adverse information by NRC, the individual may be denied access to NRC facilities, sensitive information technology systems or data until a final determination is made of his/her eligibility under the provisions of MD 12.3. Any questions regarding the individual's eligibility for IT Level I approval will be resolved in accordance with the due process procedures set forth in MD 12.3 and E. O. 12968.

In accordance with NRCAR 2052.204.70 "Security," IT Level I contractors shall be subject to the attached NRC Form 187 (See Section J for List of Attachments) which furnishes the basis for providing security requirements to prime contractors, subcontractors or others (e.g., bidders) who have or may have an NRC contractual relationship which requires access to or operation of agency sensitive information technology systems or remote development and/or analysis of sensitive information technology systems or data or other access to such systems and data; access on a continuing basis (in excess of 30 days) to NRC Headquarters controlled buildings; or otherwise requires issuance of an NRC badge.

## SECURITY REQUIREMENTS FOR LEVEL II

Performance under this contract will involve contractor personnel that develop and/or analyze sensitive information technology systems or data or otherwise have access to such systems or data (IT Level II).

The IT Level II involves responsibility for the planning, design, operation, or maintenance of a computer system and all other computer or IT positions. Such contractor personnel shall be subject to the NRC contractor personnel requirements of MD 12.3, Part I, which is hereby incorporated by reference and made a part of this contract as though fully set forth herein, and will require a favorably adjudicated Access National Agency Check with Inquiries (ANACI).

A contractor employee shall not have access to sensitive information technology systems or data until he/she is approved by SB/DFS. Temporary access may be approved based on a favorable review of their security forms and checks. Final access will be approved based on a favorably adjudicated ANACI in accordance with the procedures found in MD 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. 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. When an individual receives final access, the individual will be subject to a reinvestigation every 10 years.

The contractor shall submit a completed security forms packet, including the SF-86, "Questionnaire for National Security Positions," and fingerprint charts, through the Project Officer to the NRC SB/DFS for review and favorable adjudication, prior to the individual performing work under this contract. The contractor shall assure that all forms are accurate, complete, and legible (except for Part 2 of the questionnaire, which is required to be completed in private and submitted by the individual to the contractor in a sealed envelope), as set forth in MD 12.3. Based on SB review of the applicant's security forms and/or the receipt of adverse information by NRC, the individual may be denied access to NRC facilities, sensitive information technology systems or data until a final determination is made of his/her eligibility under the provisions of MD 12.3. Any questions regarding the individual's eligibility for IT Level II approval will be resolved in accordance with the due process procedures set forth in MD 12.3 and E.O. 12968.

In accordance with NRCAR 2052.204.70 "Security," IT Level II contractors shall be subject to the attached NRC Form 187 (See Section J for List of Attachments) which furnishes the basis for providing security requirements to prime contractors, subcontractors or others (e.g. bidders) who have or may have an NRC contractual relationship which requires access to or operation of agency sensitive information technology systems or remote development and/or analysis of sensitive information technology systems or data or other access to such systems or data; access on a continuing basis (in excess of 30 days) to NRC Headquarters controlled buildings; or otherwise requires issuance of an NRC badge.

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

When a request for investigation is to be withdrawn or canceled, the contractor shall immediately notify the Project Officer by telephone in order that he/she will immediately contact the SB/DFS so that the investigation may be promptly discontinued. The notification shall contain the full name of the individual, and the date of the request. Telephone notifications must

be promptly confirmed in writing to the Project Officer who will forward the confirmation via email to the SB/DFS. Additionally, SB/DFS must be immediately notified when an individual no longer requires access to NRC sensitive automated information technology systems or data, including the voluntary or involuntary separation of employment of an individual who has been approved for or is being processed for access under the NRC "Personnel Security Program."

#### **A.18 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."

#### **A.19 GOVERNMENT FURNISHED EQUIPMENT/PROPERTY (JANUARY 2001)**

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

##### **1. General Office Equipment**

(b) The above listed equipment/property is hereby transferred from contract/agreement .

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

property to the local police and a copy of the police report must be provided to the CO and to the Division of Facilities and Security, Physical Security Branch.

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

#### **A.20 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.

#### **A.21 APPROPRIATE USE OF GOVERNMENT FURNISHED INFORMATION TECHNOLOGY (IT) EQUIPMENT AND/ OR IT SERVICES/ ACCESS (MARCH 2002)**

As part of contract performance the NRC may provide the contractor with information technology (IT) equipment and IT services or IT access as identified in the solicitation or subsequently as identified in the contract or delivery order. Government furnished IT equipment, or IT services, or IT access may include but is not limited to computers, copiers, facsimile machines, printers, pagers, software, phones, Internet access and use, and email access and use. The contractor (including the contractor's employees, consultants and subcontractors) shall use the government furnished IT equipment, and / or IT provided services, and/ or IT access solely to perform the necessary efforts required under the contract. The contractor (including the contractor's employees, consultants and subcontractors) are prohibited from engaging or using the government IT equipment and government provided IT services or IT access for any personal use, misuse, abuses or any other unauthorized usage.

The contractor is responsible for monitoring its employees, consultants and subcontractors to ensure that government furnished IT equipment and/ or IT services; and/ or IT access are not being used for personal use, misused or abused. The government reserves the right to withdraw or suspend the use of its government furnished IT equipment, IT services and/ or IT access arising from contractor personal usage, or misuse or abuse; and/ or to disallow any payments associated with contractor (including the contractor's employees, consultants and subcontractors) personal usage, misuses or abuses of IT equipment, IT services and/ or IT access; and/ or to terminate for cause the contract or delivery order arising from violation of this provision.

#### **A.22 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

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