

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

1. REQUISITION NO.  
ADM-07-446

PAGE 1 OF  
22

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE 06-13-2007	4. ORDER NO. FR-10-07-418	5. SOLICITATION NUMBER RS-ADM-07-418	6. SOLICITATION ISSUE DATE 05-01-2007
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7. FOR SOLICITATION INFORMATION CALL:	a. NAME Robin T. Barnes	b. TELEPHONE NO. (No Collect Calls) 301-415-5578	8. OFFER DUE DATE/LOCAL TIME 05-15-2007 03:00pm
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9. ISSUED BY U.S. Nuclear Regulatory Commission Division of Contracts Attn: Contract Management Branch No. 1 Mail Stop T-7-I-2 Washington, DC 20555	CODE 3100	10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR: <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS NAICS: SIZE STANDARD: \$6.5 million	<input type="checkbox"/> EMERGING SMALL BUSINESS <input type="checkbox"/> 8(A)
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11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS N/A	13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>	13b. RATING N/A	14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP
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15. DELIVER TO U.S. Nuclear Regulatory Commission Division of Facilities Security Attn: Susan Cusseaux Mail Stop T-6-E-46 Washington DC 20555	CODE	16. ADMINISTERED BY U.S. Nuclear Regulatory Commission Division of Contracts Contracts Management Branch #1 Attn: Robin Barnes, MS T-7-I-2 Washington, DC 20555	CODE 3100
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17a. CONTRACTOR/OFFEROR DAVIS PAIGE MANAGEMENT SYSTEMS L L C 11616 HAVENNER RD FAIRFAX STATION VA 220391223 TELEPHONE NO. <i>003409989</i>	CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY U.S. Nuclear Regulatory Commission Payment Team, Mail Stop T-7-I-2 Attn: (insert contract or order number) Washington DC 20555	CODE 3100
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<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER	<input type="checkbox"/> 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM
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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 the NRC with "onsite" locksmith services on a "time & materials" basis at the Headquarters Office located in Rockville, MD (w/ a min of 2 locksmiths certified by KABA-MAS to install, repair, and diagnose issues associated with X07, X08, and X09 high security electronic locks). NRC Estimates: 1.5 hours per service call with an average of 150 calls/year, \$6000.00 in parts/year, 140 keys duplicated from key code/year, and 240 keys duplicated from a key/year.				
001	Base Year (June 13, 2007 through June 12, 2008)	1	YR	30,089.47	\$30,089.47
002	Option Year I (June 13, 2008 through June 12, 2009)	1	YR	31,294.09	\$31,294.09
003	Total Contracting Ceiling Price:				\$61,383.56

(Use Reverse and/or Attach Additional Sheets as Necessary)

25. ACCOUNTING AND APPROPRIATION DATA B&R: #74015-5B1304 Job Code: #D2362 BOC: #252A Appropriation: #X0200 OBLIGATE: \$30,089.47	26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$30,089.47
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<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA	<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA	<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.

<input type="checkbox"/> 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: REF. <u>Davis-Paige Quote</u> OFFER DATED <u>05/21/2007</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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30a. SIGNATURE OF OFFEROR/CONTRACTOR	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) <i>[Signature]</i>
30b. 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 <i>6-13-07</i>

## Table of Contents

<b>SECTION A</b> .....	<b>A-1</b>
A.1 SF 1449 SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS .....	A-1
<b>SECTION B - CONTINUATION BLOCK</b> .....	<b>B-1</b>
<b>SECTION C - CONTRACT CLAUSES</b> .....	<b>C-1</b>
C.1 ADDENDUM to FAR 52.212-4 Contract Terms and Conditions-- Commercial Items .....	C-1
C.2 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998).....	C-1
C.3 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (FEB 2007)C-1	
C.4 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MAR 2007).....	C-6
C.5 DURATION OF CONTRACT PERIOD (MAR 1987) ALTERNATE 4 (JUN 1988).....	C-10
C.6 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999).....	C-10
C.7 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000).....	C-10
C.8 2052.215-70 KEY PERSONNEL (JAN 1993) .....	C-10
C.9 2052.215-71 PROJECT OFFICER AUTHORITY.....	C-11
C.10 SECURITY REQUIREMENTS FOR BUILDING ACCESS APPROVAL (MAR 2006)...	C-13
C.11 SEAT BELTS.....	C-14
C.12 COMPLIANCE WITH U.S. IMMIGRATION LAWS AND REGULATIONS .....	C-14
<b>SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS</b> .....	<b>D-1</b>

## SECTION B - CONTINUATION BLOCK

### NRC STATEMENT OF WORK FOR ONSITE LOCKSMITH SERVICES

#### SCOPE OF WORK:

The contractor shall provide the U.S. Nuclear Regulatory Commission (NRC) with "onsite" locksmith services on a "time and material basis" at all NRC Headquarters locations in Montgomery County, Maryland. The contractor must staff a minimum of 2 locksmiths that are certified by KABA-MAS to install, repair, and diagnose issues associated with X07, X08, and X09 high security electronic locks which are approved by the General Services Administration (GSA) and are in use at the NRC.

#### **THE LOCKSMITH SERVICES SHALL INCLUDE ALL OF THE FOLLOWING AT A MINIMUM:**

1. Repair, maintain, and install safe combination locks (safe combination locks are manufactured by Mosler, Sargent and Greenleaf, KABA-MAS, or Diebold);
2. Replace broken security container handles (Mosler, Hamilton, and Diebold);
3. Open safes which are closed, locked, and the combination does not work (e.g., drill or manipulate the safe open in such a manner that the control drawer will be preserved). The combination lock should be drilled and replaced by a new lock when manipulating is not feasible. All repairs to safes involving welding and sealing of holes shall be certified to NRC in writing that such repairs meet applicable GSA standards for the security of Class 6 storage containers;
4. Fit and cut keys "onsite" at the NRC location from the key-code or duplicate key;
5. Install, repair, and maintain local-sounding panic bar devices;
6. Install, repair, and/or rekey or recore high security key lock equipment such as Medeco or Corbin Russwin cylinders for doors, padlocks, etc;
7. Other general types maintenance to NRC safes, security containers, security systems, and locks for desks, file cabinets, and doors.

**The Contractor shall not charge NRC any additional travel charge for any work that the Contractor does not complete during the initial onsite visit to the NRC location and must make a return trip to complete. For any work that the Contractor does not complete by the end of the NRC business day (4:30 p.m. weekdays), the Contractor shall return by 7:30 a.m. the following weekday to complete. NRC shall only be charged labor for the time the Contractor is actually onsite at the NRC location.**

#### PERIOD OF PERFORMANCE:

June 13, 2007-June 12, 2008

**MANDATORY RESPONSE TIMES TO NRC REQUESTS FOR SERVICE:**

**Emergency Calls:** The Contractor shall arrive onsite at the NRC location within 2 hours for any service call that NRC designates as an "emergency."

**Routine Calls:** The Contractor shall arrive onsite at the NRC location within 4 hours for any service call that NRC designates as "routine."

**WORK HOURS:**

All work shall be performed Monday through Friday between the hours of 7:30 a.m. and 4:30 p.m., unless otherwise requested by the NRC Project Officer. There may be a few occasions where the contractor will be asked to perform services during other than normal business hours.

**SERVICE TICKETS:**

Upon completion of any work and prior to leaving the NRC site location, the Contractor shall provide the NRC Project Officer with a "service ticket" for the work performed which shall include the following information at a minimum:

1. NRC's Purchase Order Number;
2. NRC's Call Number (A Call Number shall be issued for each visit to identify the request and be reflected on the service ticket. A readable copy of the service ticket shall be left with the Government employee and accompany all quarterly invoices for payment.);
3. Authorized NRC person placing the service call;
4. The date NRC placed the service call;
5. And an itemized description and cost for repairs, including the number of hours to complete the job.

After completing the service, the Contractor's representative shall obtain the signature of the Government employee cognizant of the work performed on the service ticket.

Specific approval from one of the authorized individuals listed above is required before proceeding with any work exceeding \$200.00 in cost or when equipment is not serviced (i.e., unavailability of parts, excessive repair costs, etc.). The reason for nonservice of equipment shall be placed on the service ticket including an estimated cost had the work been completed.

**SECURITY REQUIREMENTS:**

A contractor employee shall not have unescorted access to NRC facilities until he/she is approved by DFS/FSB first for temporary access (based on a favorable review of their security forms and checks) and final access (based on a favorably adjudicated ANACI) in accordance with the procedures found in NRC Management Directive 12.3, Part 1. *This 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 DFS/FSB for review and favorable adjudication, before the individual's first

day of employment (unless otherwise agreed). 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 DFS/FSB 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 security clearance will be resolved in accordance with the due process procedures set forth in MD 12.3, Exhibit 1 and E.O. 12968.

**NRC PRICING SCHEDULE  
YEAR ONE: JUNE 13, 2007-June 12, 2008**

**BACKGROUND:**

Each service call requires an average of 1.5 hours to complete and NRC estimates there will be 150 service calls annually. NRC estimates that there will be \$6,000.00 in parts purchased. NRC estimates that there will be 140 keys requested to be duplicated from the key code. NRC estimates that there will be 240 keys requested to be duplicated from a key.

**PRICING:**

1. Flat-rate for cost of round-trip travel from the contractor's location to the NRC site is \$24.59 X 150 service calls = ..... \$ 3,689.88
  2. Labor rate for the 1st hour of each service call is \$37.19 X 150 service calls =.. \$ 5,578.50
  3. Labor rate for every ½ hour after the 1st hour of each service call is \$18.59 X 150 service calls = ..... \$ 2,788.50
  4. Labor rate for the 1st hour of each service call for work to be conducted after normal business hours is \$39.79 X 3 service calls = ..... \$ 119.38
  5. Labor rate for every ½ hour after the 1st hour of each service call for work to be conducted after normal business hours is \$20.45 X 3 service calls = ...\$ 61.36
  6. Contractor's markup (if any) on parts is 5% over the Contractor's actual cost X \$6,000.00 that NRC estimates will be purchased during the year (which is the total estimated cost of parts for the year) = \$300.00 + \$6,000.00 = . \$ 6,300.00
  7. Flat rate for duplicating keys from a key-code is \$37.45 X 140 keys = ..... \$ 5,243.00
  8. Flat rate for duplicating keys from a key is \$17.00 X 240 keys = ..... \$ 4,080.00
- Based on the above rates the total estimated annual cost of the order is ... \$30,089.47**

**NRC PRICING SCHEDULE  
YEAR TWO: JUNE 13, 2008-June 12, 2009**

**BACKGROUND:**

Each service call requires an average of 1.5 hours to complete and NRC estimates there will be 150 service calls annually. NRC estimates that there will be \$6,240.00 in parts purchased. NRC estimates that there will be 140 keys requested to be duplicated from the key code. NRC estimates that there will be 240 keys requested to be duplicated from a key.

**PRICING:**

1. Flat-rate for cost of round-trip travel from the contractor's location to the NRC site is  $\$25.63 \times 150$  service calls = ..... \$ 3,837.48
2. Labor rate for the 1st hour of each service call is  $\$38.68 \times 150$  service calls =.. \$ 5,801.64
3. Labor rate for every ½ hour after the 1st hour of each service call is  $\$19.34 \times 150$  service calls = ..... \$ 2,901.00
4. Labor rate for the 1st hour of each service call for work to be conducted after normal business hours is  $\$41.39 \times 3$  service calls = ..... \$ 124.16
5. Labor rate for every ½ hour after the 1st hour of each service call for work to be conducted after normal business hours is  $\$21.27 \times 3$  service calls = .. \$ 63.82
6. Contractor's markup (if any) on parts is 5% over the Contractor's actual cost  $\times \$6,240.00$  that NRC estimates will be purchased during the year (which is the total estimated cost of parts for the year) =  $\$312.00 + \$6,240.00 =$  \$ 6,552.00
7. Flat rate for duplicating keys from a key-code is  $\$38.95 \times 140$  keys = ..... \$ 1,419.60
8. Flat rate for duplicating keys from a key is  $\$17.68 \times 240$  keys = ..... \$ 5,452.72

**Based on the above rates the total estimated annual cost of the order is ... \$31,294.09**

## **SECTION C - CONTRACT CLAUSES**

### **C.1 ADDENDUM to FAR 52.212-4 Contract Terms and Conditions-- Commercial Items**

Clauses that are incorporated by reference (by Citation Number, Title, and Date), have the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

The following clauses are incorporated into 52.212-4 as an addendum to this contract:

### **C.2 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

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

<http://www.acquisition.gov/far/index.html>

### **C.3 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (FEB 2007)**

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights-

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

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

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



(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

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

(g) Invoice.

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

(i) Name and address of the Contractor;

(ii) Invoice date and number;

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

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

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

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

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

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

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

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

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

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

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

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.-

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

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

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

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

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

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

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

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

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

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

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

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

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

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

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C 3701, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistle blower protections; 49 U.S.C 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments

(9) The specification.

(t) Central Contractor Registration (CCR).

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

**C.4 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MAR 2007)**

(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:

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 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 (July 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 (Sept 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)).
- [ ] (10) 52.219-16, Liquidated Damages--Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- [ ] (11)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Sept 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.
- [ ] (12) 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).
- [ ] (13) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- [ ] (14) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).
- [X] (15) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- [ ] (16) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Jan 2006) (E.O. 13126).
- [X] (17) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- [X] (18) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- [X] (19) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).
- [X] (20) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).
- [X] (21) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).
- [ ] (22) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).
- [ ] (23)(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)).
- [X] (24) 52.225-1, Buy American Act--Supplies (June 2003) (41 U.S.C. 10a-10d).
- [ ] (25)(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 109-169).

[ ] (ii) Alternate I (Jan 2004) of 52.225-3.

[ ] (iii) Alternate II (Jan 2004) of 52.225-3.

[ ] (26) 52.225-5, Trade Agreements (Nov 2006) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

[X] (27) 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).

[ ] (28) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (42 U.S.C. 5150).

[ ] (29) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (42 U.S.C. 5150).

[ ] (30) 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)).

[ ] (31) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

[X] (32) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

[ ] (33) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

[ ] (34) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).

[ ] (35) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

[ ] (36)(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:

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

[X] (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 (Feb 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 (vii) 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 (Mar 2007) (E.O. 11246).

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

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 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 (July 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.

#### **C.5 DURATION OF CONTRACT PERIOD (MAR 1987) ALTERNATE 4 (JUN 1988)**

The ordering period for this contract shall commence on June 13, 2007 and will expire on June 12, 2009. Any orders issued during this period shall be completed within the time specified in the order, unless otherwise specified herein. (See 52.216-18 - Ordering.) The term of this contract may be extended at the option of the Government for an additional 1-year option period.

#### **C.6 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days prior to completion of current performance period.

#### **C.7 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 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 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed two (2) years.

#### **C.8 2052.215-70 KEY PERSONNEL (JAN 1993)**

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



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.

#### **C.9 2052.215-71 PROJECT OFFICER AUTHORITY**

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

Name: Susan E. Cusseaux

Address: U.S. Nuclear Regulatory Commission  
Division of Facilities Security  
Mail Stop T-6-E-46  
Rockville, MD 20852

Telephone Number: 301-415-6645  
Email Address: SEM@nrc.gov

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

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

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

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

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

- (1) Constitutes an assignment of work outside the general scope of the contract.
- (2) Constitutes a change as defined in the "Changes" clause of this contract.
- (3) In any way causes an increase or decrease in the total estimated contract cost, the fixed fee, if any, or the time required for contract performance.
- (4) Changes any of the expressed terms, conditions, or specifications of the contract.
- (5) Terminates the contract, settles any claim or dispute arising under the contract, or issues any unilateral directive whatever.

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

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

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

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

(h) A failure of the parties to agree upon the nature of the instruction or direction or upon the contract action to be taken with respect thereto is subject to 52.233-1 - Disputes.

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

- (1) Monitor the contractor's technical progress, including surveillance and assessment of performance, and recommend to the contracting officer changes in requirements.
- (2) Assist the contractor in the resolution of technical problems encountered during performance.

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

(4) Assist the contractor in obtaining the badges for the contractor personnel.

(5) Immediately notify the Personnel Security Branch, Division of Facilities and Security (PERSEC/DFS) (via e-mail) when a contractor employee no longer requires access authorization and return the individual's badge to PERSEC/DFS within three days after their termination.

#### **C.10 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.

### **C.11 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.

### **C.12 COMPLIANCE WITH U.S. IMMIGRATION LAWS AND REGULATIONS**

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

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

(End of Clause)

**SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS**

Attachment No. 0001 – Wage Determination No: 05-2103 REV (02), dated 11/07/06