

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

1. REQUISITION NO. ADM-09-372 PAGE 1 OF 34

2. CONTRACT NO. NRC-10-09-372 3. AWARD/EFFECTIVE DATE FEB 25 2009 4. ORDER NO. 5. SOLICITATION NUMBER RFP-10-09-372 6. SOLICITATION ISSUE DATE

7. FOR SOLICITATION INFORMATION CALL: a. NAME b. TELEPHONE NO. (No Collect Calls) 8. OFFER DUE DATE/LOCAL TIME

9. ISSUED BY U.S. Nuclear Regulatory Commission Div. of Contracts Attn: Matthew J. Bucher Mail Stop: TWB-01-B10M Washington, DC 20555 CODE 3100 10. THIS ACQUISITION IS ☐ UNRESTRICTED OR ☒ SET ASIDE: 100 % FOR: ☐ SMALL BUSINESS ☐ EMERGING SMALL BUSINESS ☐ HUBZONE SMALL BUSINESS ☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS ☒ 8(A) NAICS: 561210 SIZE STANDARD:

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED ☐ SEE SCHEDULE 12. DISCOUNT TERMS 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING: N/A 14. METHOD OF SOLICITATION ☐ RFP ☐ IFB ☐ RFP

15. DELIVER TO U.S. Nuclear Regulatory Commission Washington DC 20555 CODE 16. ADMINISTERED BY U.S. Nuclear Regulatory Commission Div. of Contracts Mail Stop: TWB-01-B10M Attention: Matthew J. Bucher Washington, DC 20555 CODE 3100

17a. CONTRACTOR/OFFEROR CODE 781421011 FACILITY CODE 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER ☐ 18a. PAYMENT WILL BE MADE BY CODE 3100 Department of Interior / NEC NRCPayments@nrc.gov Attn: Fiscal Services Branch - D2770 7301 W. Mansfield Avenue Denver CO 80235-2230

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED ☐ SEE ADDENDUM

| 19. ITEM NO. | 20. SCHEDULE OF SUPPLIES/SERVICES | 21. QUANTITY | 22. UNIT | 23. UNIT PRICE | 24. AMOUNT |
|--------------|---|--------------|----------|----------------|------------|
| | <p>The purpose of this contract is to provide the U.S. Nuclear Regulatory Commission (NRC) Headquarters location in Rockville, Maryland, four current satellite locations and possible future sites as designated by the NRC, with ongoing support for a wide variety of warehousing, moving, furniture installation and other labor services. These services consist of ongoing daily services (refer to Statement of Work (SOW) C.2(b)) and occasional requirements for extra "on-call" labor and/or equipment/vehicle support on an "as-needed" basis, to complete NRC requirements. Each labor category shall be priced in accordance with page two of the contract. The ceiling for this contract shall be \$403,241 with a period of performance of 1 year starting 1 March 2009 and ending 28 February 2010. The project officer for this contracting effort is William Herron and his contact number is 301-492-0051. His email is Bill.Herron@nrc.gov. A complete pricing schedule including all labor categories is included on the following page.</p> <p>(Use Reverse and/or Attach Additional Sheets as Necessary)</p> | | | | |

25. ACCOUNTING AND APPROPRIATION DATA 94015-5AA303 D-2354 252A 20200 Obligates Funds: \$143,000.00 94015-5AE311 E-2354 252A 20200 Obligates Funds: \$157,000.00 26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$300,000.00

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED. 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4; FAR 52.212-5 IS ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED.

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED 29. AWARD OF CONTRACT: REF. DATED YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR 30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) Felton Miller CEO 30c. DATE SIGNED 2-25-2009 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Marie Genter-Benderson Contracting Officer 31c. DATE SIGNED 2-26-09

TEMPLATE - ADM001

SUNSI REVIEW COMPLETE

MAR 03 2009

ADM002

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B1

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52.204-7

CENTRAL CONTRACTOR REGISTRATION

APR 2008

C.1 52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUNE 2003)

(a) Definition. "Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

(b) General.

(1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this solicitation will be made to a small business concern.

(c) Agreement. A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

C.2 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (MAY 2004)

(a) It is the policy of the United States that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns.

(b) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.

(c) Definitions. As used in this contract--

"HUBZone small business concern" means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

"Small disadvantaged business concern" means a small business concern that represents, as part of its offer that--

(1) It has received certification as a small disadvantaged business concern consistent with 13 CFR part 124, subpart B;

(2) No material change in disadvantaged ownership and control has occurred since its certification;

(3) Where the concern is owned by one or more individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(4) It is identified, on the date of its representation, as a certified small disadvantaged business in the database maintained by the Small Business Administration (PRO-Net).

"Veteran-owned small business concern" means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as a small business concern, a veteran-owned small business concern, a service-disabled veteran-owned small business concern, a HUBZone small business concern, a small disadvantaged business concern, or a women-owned small business concern.

**C.3 52.232-7 PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS
(FEB 2007)**

The Government will pay the Contractor as follows upon the submission of vouchers approved by the Contracting Officer or the authorized representative:

(a) Hourly rate.

(1) Hourly rate means the rate(s) prescribed in the contract for payment for labor that meets the labor category qualifications of a labor category specified in the contract that are--

(i) Performed by the Contractor;

(ii) Performed by the subcontractors; or

(iii) Transferred between divisions, subsidiaries, or affiliates of the Contractor under a common control.

(2) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the Schedule by the number of direct labor hours performed.

(3) The hourly rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by employees that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.

(4) The hourly rates shall include wages, indirect costs, general and administrative expense, and profit. Fractional parts of an hour shall be payable on a prorated basis.

(5) Vouchers may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer), to the Contracting Officer or authorized representative. The Contractor shall substantiate vouchers (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment and by--

(i) Individual daily job timekeeping records;

(ii) Records that verify the employees meet the qualifications for the labor categories specified in the contract; or

(iii) Other substantiation approved by the Contracting Officer.

(6) Promptly after receipt of each substantiated voucher, the Government shall, except as otherwise provided in this contract, and subject to the terms of paragraph (e) of this clause, pay the voucher as approved by the Contracting Officer or authorized representative.

(7) Unless otherwise prescribed in the Schedule, the Contracting Officer may unilaterally issue a contract modification requiring the Contractor to withhold amounts from its billings until a reserve is set aside in an amount that the Contracting Officer considers necessary to protect the Government's interests. The Contracting Officer may require a withhold of 5 percent of the amounts due under paragraph (a) of this clause, but the total amount withheld for the contract shall not exceed \$50,000. The amounts withheld shall be retained until the Contractor executes and delivers the release required by paragraph (g) of this clause.

(8) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis. If no overtime rates are provided in the Schedule and overtime work is approved in advance by the Contracting Officer, overtime rates shall be negotiated. Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract. If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(b) Materials.

(1) For the purposes of this clause--

(i) Direct materials means those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product or service.

(ii) Materials means--

(A) Direct materials, including supplies transferred between divisions, subsidiaries, or affiliates of the Contractor under a common control;

(B) Subcontracts for supplies and incidental services for which there is not a labor category specified in the contract;

(C) Other direct costs (e.g., incidental services for which there is not a labor category specified in the contract, travel, computer usage charges, etc.); and

(D) Applicable indirect costs.

(2) If the Contractor furnishes its own materials that meet the definition of a commercial item at 2.101, the price to be paid for such materials shall not exceed the Contractor's established catalog or market price, adjusted to reflect the--

(i) Quantities being acquired; and

(ii) Actual cost of any modifications necessary because of contract requirements.

(3) Except as provided for in paragraph (b)(2) of this clause, the Government will reimburse the Contractor for allowable cost of materials provided the Contractor--

(i) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or

(ii) Ordinarily makes these payments within 30 days of the submission of the Contractor's payment request to the Government and such payment is in accordance with the terms and conditions of the agreement or invoice.

(4) Payment for materials is subject to the Allowable Cost and Payment clause of this contract. The Contracting Officer will determine allowable costs of materials in accordance with Subpart 31.2 of the Federal Acquisition Regulation (FAR) in effect on the date of this contract.

(5) The Contractor may include allocable indirect costs and other direct costs to the extent they are--

(i) Comprised only of costs that are clearly excluded from the hourly rate;

(ii) Allocated in accordance with the Contractor's written or established accounting practices; and

(iii) Indirect costs are not applied to subcontracts that are paid at the hourly rates.

(6) To the extent able, the Contractor shall--

(i) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and

(ii) Take all cash and trade discounts, rebates, allowances, credits, salvage, commissions, and other benefits. When unable to take advantage of the benefits, the Contractor shall promptly notify the Contracting Officer and give the reasons. The Contractor shall give credit to the Government for cash and trade discounts, rebates, scrap, commissions, and other amounts that have accrued to the benefit of the Contractor, or would have accrued except for the fault or neglect of the Contractor. The Contractor shall not deduct from gross costs the benefits lost without fault or neglect on the part of the Contractor, or lost through fault of the Government.

(7) Except as provided for in 31.205-26(e) and (f), the Government will not pay profit or fee to the prime Contractor on materials.

(c) If the Contractor enters into any subcontract that requires consent under the clause at 52.244-2, Subcontracts, without obtaining such consent, the Government is not required to reimburse the Contractor for any costs incurred under the subcontract prior to the date the Contractor obtains the required consent. Any reimbursement of subcontract costs incurred prior to the date the consent was obtained shall be at the sole discretion of the Government.

(d) Total cost. It is estimated that the total cost to the Government for the performance of this contract shall not exceed the ceiling price set forth in the Schedule, and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation. If at any time during performing this contract, the Contractor has reason to believe that the total price to the Government for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performing this contract, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.

(e) Ceiling price. The Government will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

(f) Audit. At any time before final payment under this contract, the Contracting Officer may request audit of the vouchers and supporting documentation. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding vouchers, that are found by the Contracting Officer or authorized representative not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. Upon receipt and approval of the voucher designated by the Contractor as the

"completion voucher" and supporting documentation, and upon compliance by the Contractor with all terms of this contract (including, without limitation, terms relating to patents and the terms of paragraph (g) of this clause), the Government shall promptly pay any balance due the Contractor. The completion voucher, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(g) Assignment and Release of Claims. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions:

(1) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible of exact statement by the Contractor.

(2) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

(3) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(h) Interim payments on contracts for other than services.

(1) Interim payments made prior to the final payment under the contract are contract financing payments. Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act.

(2) The designated payment office will make interim payments for contract financing on the 30TH day after the designated billing office receives a proper payment request. In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

(i) Interim payments on contracts for services. For interim payments made prior to the final payment under this contract, 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.

52.233-3

PROTEST AFTER AWARD

AUG 1996

52.243-3

CHANGES--TIME-AND-MATERIALS OR
LABOR-HOURS

SEP 2000

C.4 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 prior to the end of the contract..

C.5 PROJECT TITLE

The title of this project is as follows:

Labor and Moving Services to support NRC Headquarters Warehouse and other NRC Satellite office locations.

C.6 DURATION OF CONTRACT PERIOD (MAR 1987)

This contract shall commence on 1 March 2009 and will expire 28 February 2010.

C.7 BRIEF DESCRIPTION OF WORK (MAR 1987)

The purpose of this contract is to provide the U.S. Nuclear Regulatory Commission (NRC) Headquarters locations, four current satellite locations and possible future sites with on going support for a variety of warehousing, moving, furniture installation and other labor services as needed.

C.8 CONSIDERATION AND OBLIGATION--FIRM FIXED PRICE (JUN 1988)

The firm fixed price portion of this contract is \$365,300.00.

| | | |
|-----------|--|----------|
| 52.222-39 | NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES | DEC 2004 |
| 52.216-7 | ALLOWABLE COST AND PAYMENT | DEC 2002 |
| 52.219-28 | POST-AWARD SMALL BUSINESS PROGRAM | JUN 2007 |
| | REREPRESENTATION | |
| 52.249-14 | EXCUSABLE DELAYS | APR 1984 |

C.9 52.216-30 TIME-AND-MATERIALS/LABOR-HOUR PROPOSAL REQUIREMENTS-- NON-COMMERCIAL ITEM ACQUISITION WITHOUT ADEQUATE PRICE COMPETITION (FEB 2007)

(a) The Government contemplates award of a Time-and-Materials or Labor-Hour type of contract resulting from this solicitation.

(b) The offeror must specify separate fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit for each category of labor to be performed by--

- (1) The offeror;
- (2) Each subcontractor; and
- (3) Each division, subsidiary, or affiliate of the offeror under a common control.

(c) Unless exempt under paragraph (d) of this provision, the fixed hourly rates for services transferred between divisions, subsidiaries, or affiliates of the offeror under a common control--

- (1) Shall not include profit for the transferring organization; but

(2) May include profit for the prime Contractor.

(d) The fixed hourly rates for services that meet the definition of commercial item at 2.101 that are transferred between divisions, subsidiaries, or affiliates of the offeror under a common control may be the established catalog or market rate when it is the established practice of the transferring organization to price interorganizational transfers at other than cost for commercial work of the offeror or any division, subsidiary or affiliate of the offeror under a common control.

52.246-6

INSPECTION--TIME-AND-MATERIALS AND
LABOR-HOUR

MAY 2001

**C.10 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (OCT 2008)
ALTERNATE I (OCT 2008)**

(a) Inspection/Acceptance.

(1) The Government has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. The Government may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. The Government will perform inspections and tests in a manner that will not unduly delay the work.

(2) If the Government performs inspection or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

(3) Unless otherwise specified in the contract, the Government will accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they will be presumed accepted 60 days after the date of delivery, unless accepted earlier.

(4) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, the Government may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (a)(6) of this clause, the cost of replacement or correction shall be determined under paragraph (i) of this clause, but the "hourly rate" for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified below, the portion of the "hourly rate" attributable to profit shall be 10 percent. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken. [Insert portion of labor rate attributable to profit.]

(5)(i) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by the Government), the Government may--

(A) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or

(B) Terminate this contract for cause.

(ii) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute under the Disputes clause of the contract.

(6) Notwithstanding paragraphs (a)(4) and (5) above, the Government may at any time require the Contractor to remedy by correction or replacement, without cost to the Government, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to--

(i) Fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel; or

(ii) The conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.

(7) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.

(8) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.

(9) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property.

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

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

(d) Disputes. This contract is subject to 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.

(1) The clause at FAR 52.202-1, Definitions, is incorporated herein by reference. As used in this clause--

(i) Direct materials means those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product or service.

(ii) Hourly rate means the rate(s) prescribed in the contract for payment for labor that meets the labor category qualifications of a labor category specified in the contract that are--

(A) Performed by the contractor;

(B) Performed by the subcontractors; or

(C) Transferred between divisions, subsidiaries, or affiliates of the contractor under a common control.

(iii) Materials means--

(A) Direct materials, including supplies transferred between divisions, subsidiaries, or affiliates of the contractor under a common control;

(B) Subcontracts for supplies and incidental services for which there is not a labor category specified in the contract;

(C) Other direct costs (e.g., incidental services for which there is not a labor category specified in the contract, travel, computer usage charges, etc.);

(D) The following subcontracts for services which are specifically excluded from the hourly rate: [Insert any subcontracts for services to be excluded from the hourly rates prescribed in the schedule.]; and

(E) Indirect costs specifically provided for in this clause.

(iv) Subcontract means any contract, as defined in FAR Subpart 2.1, entered into with a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract including transfers between divisions, subsidiaries, or affiliates of a contractor or subcontractor. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

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

(g) Invoice.

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

(i) Name and address of the Contractor;

(ii) Invoice date and number;

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

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

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

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

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

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

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

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

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

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

(1) Services accepted. Payment shall be made for services accepted by the Government that have been delivered to the delivery destination(s) set forth in this contract. The Government will pay the Contractor as follows upon the submission of commercial invoices approved by the Contracting Officer:

(i) Hourly rate.

(A) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the contract by the number of direct labor hours performed. Fractional parts of an hour shall be payable on a prorated basis.

(B) The rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by individuals that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.

(C) Invoices may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer) to the Contracting Officer or the authorized representative.

(D) When requested by the Contracting Officer or the authorized representative, the Contractor shall substantiate invoices (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment, individual daily job timecards, records that verify the employees meet the qualifications for the labor categories specified in the contract, or other substantiation specified in the contract.

(E) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis.

(1) If no overtime rates are provided in the Schedule and the Contracting Officer approves overtime work in advance, overtime rates shall be negotiated.

(2) Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract.

(3) If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(ii) Materials.

(A) If the Contractor furnishes materials that meet the definition of a commercial item at FAR 2.101, the price to be paid for such materials shall be the contractor's established catalog or market price, adjusted to reflect the--

(1) Quantities being acquired; and

(2) Any modifications necessary because of contract requirements.

(B) Except as provided for in paragraph (i)(1)(ii)(A) and (D)(2) of this clause, the Government will reimburse the Contractor the actual cost of materials (less any rebates, refunds, or discounts received by the contractor that are identifiable to the contract) provided the Contractor--

(1) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or

(2) Makes these payments within 30 days of the submission of the Contractor's payment request to the Government and such payment is in accordance with the terms and conditions of the agreement or invoice.

(C) To the extent able, the Contractor shall--

(1) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and

(2) Give credit to the Government for cash and trade discounts, rebates, scrap, commissions, and other amounts that are identifiable to the contract.

(D) Other Costs. Unless listed below, other direct and indirect costs will not be reimbursed.

(1) Other Direct Costs. The Government will reimburse the Contractor on the basis of actual cost for the following, provided such costs comply with the requirements in paragraph (i)(1)(ii)(B) of this clause: [Insert each element of other direct costs (e.g., travel, computer usage charges, etc. Insert "None" if no reimbursement for other direct costs will be provided. If this is an indefinite delivery contract, the Contracting Officer may insert "Each order must list separately the elements of other direct charge(s) for that order or, if no reimbursement for other direct costs will be provided, insert 'None'.")]

(2) Indirect Costs (Material Handling, Subcontract Administration, etc.). The Government will reimburse the Contractor for indirect costs on a pro-rata basis over the period of contract performance at the following fixed price: [Insert a fixed amount for the indirect costs and payment schedule. Insert "\$0" if no fixed price reimbursement for indirect costs will be provided. (If this is an indefinite delivery contract, the Contracting Officer may insert "Each order must list separately the fixed amount for the indirect costs and payment schedule or, if no reimbursement for indirect costs, insert 'None'.")]

(2) Total cost. It is estimated that the total cost to the Government for the performance of this contract shall not exceed the ceiling price set forth in the Schedule and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with

supporting reasons and documentation. If at any time during the performance of this contract, the Contractor has reason to believe that the total price to the Government for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performance of this contract, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.

(3) Ceiling price. The Government will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

(4) Access to records. At any time before final payment under this contract, the Contracting Officer (or authorized representative) will have access to the following (access shall be limited to the listing below unless otherwise agreed to by the Contractor and the Contracting Officer):

(i) Records that verify that the employees whose time has been included in any invoice meet the qualifications for the labor categories specified in the contract;

(ii) For labor hours (including any subcontractor hours reimbursed at the hourly rate in the schedule), when timecards are required as substantiation for payment--

(A) The original timecards (paper-based or electronic);

(B) The Contractor's timekeeping procedures;

(C) Contractor records that show the distribution of labor between jobs or contracts; and

(D) Employees whose time has been included in any invoice for the purpose of verifying that these employees have worked the hours shown on the invoices.

(iii) For material and subcontract costs that are reimbursed on the basis of actual cost--

(A) Any invoices or subcontract agreements substantiating material costs; and

(B) Any documents supporting payment of those invoices.

(5) Overpayments/Underpayments. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. The Contractor shall promptly pay any such reduction within 30 days unless the parties agree otherwise. The Government within 30 days will pay any such increases, unless the parties agree otherwise. The Contractor's payment will be made by check. If the Contractor becomes aware of a duplicate invoice payment or that the Government has otherwise overpaid on an invoice payment, the Contractor shall--

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the--

- (A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);
 - (B) Affected contract number and delivery order number, if applicable;
 - (C) Affected contract line item or subline item, if applicable; and
 - (D) Contractor point of contact.
- (ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.
- (6)(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury, as provided in section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six month period as established by the Secretary until the amount is paid.
- (ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.
- (iii) Final Decisions. The Contracting Officer will issue a final decision as required by 33.211 if--
- (A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt in a timely manner;
 - (B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or
 - (C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see FAR 32.607-2).
- (iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.
- (v) Amounts shall be due at the earliest of the following dates:
- (A) The date fixed under this contract.
 - (B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.
- (vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on--
- (A) The date on which the designated office receives payment from the Contractor;
 - (B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or
 - (C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(viii) Upon receipt and approval of the invoice designated by the Contractor as the "completion invoice" and supporting documentation, and upon compliance by the Contractor with all terms of this contract, any outstanding balances will be paid within 30 days unless the parties agree otherwise. The completion invoice, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(7) Release of claims. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions.

(i) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible to exact statement by the Contractor.

(ii) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

(iii) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

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

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

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

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

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

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

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

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid an amount for

direct labor hours (as defined in the Schedule of the contract) determined by multiplying the number of direct labor hours expended before the effective date of termination by the hourly rate(s) in the contract, less any hourly rate payments already made to the Contractor plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system that have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon 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.11 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:

52.246-4 INSPECTION OF SERVICES--FIXED-PRICE AUG 1996

C.12 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

<http://www.arnet.gov/far>

| | | |
|-----------|---|----------|
| 52.204-9 | PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL | SEP 2007 |
| 52.232-35 | DESIGNATION OF OFFICE FOR GOVERNMENT RECEIPT OF ELECTRONIC FUNDS TRANSFER INFORMATION | MAY 1999 |
| 52.245-1 | GOVERNMENT PROPERTY | JUN 2007 |
| 52.223-6 | DRUG-FREE WORKPLACE | MAY 2001 |
| 52.228-5 | INSURANCE--WORK ON A GOVERNMENT INSTALLATION | JAN 1997 |

C.13 GOVERNMENT FURNISHED EQUIPMENT/PROPERTY (JANUARY 2001)

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

1. Vehicles

- a) 1 each Box truck < 26,000 lbs. GVW, manual/automatic transmission, air-brakes and lift gate
- b) 1 each Van, extended length, manual/automatic

2. INDUSTRIAL EQUIPMENT

- a) 3 each Fork lift, straddle leg, stand-up, electric, 3000 lb. capacity
- b) 1 each Fork lift, 4-wheel type, sit down, electric, 3000 lb. capacity
- c) 1 each Pallet jack, electric, walk behind, 4500 lb. capacity
- d) 1 each Floor sweeper, walk behind, electric

3. HAND OPERATED EQUIPMENT

- a) Pallet jacks, walk behind
- Two wheeled hand trucks
- Flat bed trucks
- Moving dollies
- Roll-a-lifts
- Johnson bars
- Stevedores
- Loading ramps
- Walk boards
- Moving blankets
- Truck cargo tie-down straps
- Panel carts
- Desk movers

b) Hand Tools

- Screwdrivers
- Pliers
- Wire cutters

Hammers
Pry bars
Wrenches
Socket sets
Hacksaws
Wood saws
Chisels

c) **BATTERY OPERATED TOOLS**

Drills
Flashlights

d) **ELECTRIC TOOLS**

3/8 inch drills
1/2 inch drill
3/8 inch hammer drills
7 1/4 inch circular saw
20-gallon vacuum cleaners

(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.

C.14 SECURITY REQUIREMENTS FOR BUILDING ACCESS APPROVAL (JUL 2007)

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

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

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

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

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

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

The Government shall have and exercise full and complete control and discretion over granting, denying, withholding, or terminating building access approvals for individuals performing work under this contract. Individuals performing work under this contract at NRC facilities for a period of more than 30 calendar days shall be required to complete and submit to the Contractor representative an acceptable OPM Form 85P (Questionnaire for Public Trust Positions), and two FD 258 (Fingerprint Charts). Non-U.S. citizens must provide official documentation to the FSB/DFS, 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 shall submit the documents to the NRC Project Officer (PO) who will give them to FSB/DFS.

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

CANCELLATION OR TERMINATION OF BUILDING ACCESS/ REQUEST

The Contractor shall immediately notify the PO when a Contractor or subcontractor employee or consultant's need for NRC building access approval is withdrawn or the need by the Contractor employee's for building

access terminates. The PO will immediately notify FSB/DFS (via e-mail) when a Contractor employee no longer requires building access. The Contractor shall be required to return any NRC issued badges to the Project Officer for return to FSB/DFS within three days after their termination.

(End of Clause)

C.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).

C.16 Safety of On-Site Contractor Personnel

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

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

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

52.245-9

USE AND CHARGES

JUN 2007

(End of Addendum to 52.212-4)

C.17 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JAN 2009)

(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) 52.203-13, Contractor Code of Business Ethics and Conduct (DEC 2008)(Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

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

☐ (4) 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).

☐ (5) [Reserved]

☒ (6)(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.

☐ (7)(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.

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

☐ (9)(i) 52.219-9, Small Business Subcontracting Plan (APR 2008) (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.

☒ (10) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).

☐ (11) 52.219-16, Liquidated Damages--Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

☐ (12)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (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.

☐ (13) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (APR 2008) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

☐ (14) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

☐ (15) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).

☒ (16) 52.219-28, Post Award Small Business Program Rerepresentation (June 2007) (15 U.S.C 632(a)(2)).

☒ (17) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

☐ (18) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (FEB 2008) (E.O. 13126).

☒ (19) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

☒ (20) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

☒ (21) 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).

☒ (22) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

☒ (23) 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).

☒ (24) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

☒ (25)(i) 52.222-50, Combating Trafficking in Persons (Aug 2007) (Applies to all contracts).

☐ (ii) Alternate I (Aug 2007) of 52.222-50.

☐ (26) 52.222-54, Employment Eligibility Verification (Jan 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

☐ (27)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)).

☐ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

☐ (28) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b)

☐ (29)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007) (E.O. 13423).

☐ (ii) Alternate I (Dec 2007) of 52.223-16.

☐ (30) 52.225-1, Buy American Act--Supplies (June 2003) (41 U.S.C. 10a-10d).

☐ (31)(i) 52.225-3, Buy American Act--Free Trade Agreements-- Israeli Trade Act (Aug 2007) (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.

☐ (32) 52.225-5, Trade Agreements (Nov 2007) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

[X] (33) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

☐ (34) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

☐ (35) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

☐ (36) 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)).

☐ (37) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

☐ (38) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

[X] (39) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

☐ (40) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).

☐ (41) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

☐ (42)(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 (Nov 2007) (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.).

Employee Class

Monetary Wage-Fringe Benefits

☐ (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.).

☐ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

☐ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements "(Nov 2007)" (41 U.S.C. 351, et seq.).

☒ (7) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008) (31 U.S.C. 5112(p)(1)).

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

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

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

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

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

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (DEC 2008) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 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.

(iii) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(iv) 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).

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

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

(vii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(viii) 52.222-50, Combating Trafficking in Persons (Aug 2007) (22 U.S.C. 7104(g)). Flow down required in accordance with paragraph (f) of FAR clause 52.222-50.

(ix) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements "(Nov 2007)" (41 U.S.C. 351, et seq.).

(x) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements "(Nov 2007)" (41 U.S.C. 351, et seq.).

(xi) 52.222-54, Employment Eligibility Verification (JAN 2009).

(xii) 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.18 WHISTLEBLOWER PROTECTION FOR NRC CONTRACTOR AND SUBCONTRACTOR EMPLOYEES (JULY 2006)

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

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

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

C.19 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.20 2052.204.70 SECURITY (MAR 2004)

(a) Contract Security and/or Classification Requirements (NRC Form 187). The policies, procedures, and criteria of the NRC Security Program, NRC Management Directive (MD) 12 (including MD 12.1, "NRC Facility Security Program;" MD 12.2, "NRC Classified Information Security Program;" MD 12.3, "NRC Personnel Security Program;" MD 12.4, "NRC Telecommunications Systems Security Program;" MD 12.5, "NRC Automated Information Systems Security Program;" and MD 12.6, "NRC Sensitive Unclassified Information Security Program"), apply to performance of this contract, subcontract or other activity. This MD is incorporated into this contract by reference as though fully set forth herein. The attached NRC Form 187 (See List of Attachments) furnishes the basis for providing security and classification requirements to prime

contractors, subcontractors, or others (e.g., bidders) who have or may have an NRC contractual relationship that requires access to classified Restricted Data or National Security Information or matter, access to sensitive unclassified information (e.g., Safeguards), access to sensitive Information Technology (IT) systems or data, unescorted access to NRC controlled buildings/space, or unescorted access to protected and vital areas of nuclear power plants.

(b) It is the contractor's duty to protect National Security Information, Restricted Data, and Formerly Restricted Data. The contractor shall, in accordance with the Commission's security regulations and requirements, be responsible for protecting National Security Information, Restricted Data, and Formerly Restricted Data, and for protecting against sabotage, espionage, loss, and theft, the classified documents and material in the contractor's possession in connection with the performance of work under this contract. Except as otherwise expressly provided in this contract, the contractor shall, upon completion or termination of this contract, transmit to the Commission any classified matter in the possession of the contractor or any person under the contractor's control in connection with performance of this contract. If retention by the contractor of any classified matter is required after the completion or termination of the contract and the retention is approved by the contracting officer, the contractor shall complete a certificate of possession to be furnished to the Commission specifying the classified matter to be retained. The certification must identify the items and types or categories of matter retained, the conditions governing the retention of the matter and their period of retention, if known. If the retention is approved by the contracting officer, the security provisions of the contract continue to be applicable to the matter retained.

(c) In connection with the performance of the work under this contract, the contractor may be furnished, or may develop or acquire, safeguards information, or confidential or privileged technical, business, or financial information, including Commission plans, policies, reports, financial plans, internal data protected by the Privacy Act of 1974 (Pub. L. 93.579), or other information which has not been released to the public or has been determined by the Commission to be otherwise exempt from disclosure to the public. The contractor shall ensure that information protected from public disclosure is maintained as required by NRC regulations and policies, as cited in this contract or as otherwise provided by the NRC. The contractor will not directly or indirectly duplicate, disseminate, or disclose the information in whole or in part to any other person or organization except as may be necessary to perform the work under this contract. The contractor agrees to return the information to the Commission or otherwise dispose of it at the direction of the contracting officer. Failure to comply with this clause is grounds for termination of this contract.

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

The contractor agrees to comply with the security requirements set forth in NRC Management Directive 12.1, NRC Facility Security Program which is incorporated into this contract by reference as though fully set forth herein. Attention is directed specifically to the section titled "Infractions and Violations," including "Administrative Actions" and "Reporting Infractions."

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

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

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

(h) Definition of Safeguards Information. Sensitive unclassified information that specifically identifies the detailed security measures of a licensee or an applicant for the physical protection of special nuclear material; or security measures for the physical protection and location of certain plant equipment vital to the safety of production of utilization facilities. Protection of this information is required pursuant to Section 147 of the Atomic Energy Act of 1954, as amended.

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

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

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

(l) In performing the contract work, the contractor shall classify all documents, material, and equipment originated or generated by the contractor in accordance with guidance issued by the Commission. Every subcontract and purchase order issued hereunder involving the origination or generation of classified documents, material, and equipment must provide that the subcontractor or supplier assign classification to all documents, material, and equipment in accordance with guidance furnished by the contractor.

C.21 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. 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.

C.22 2052.215-71 PROJECT OFFICER AUTHORITY (NOVEMBER 2006)

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

Name: Bill Herron

Address: U.S. Nuclear Regulatory Commission
NRC Warehouse
5008 Boiling Brook Parkway
Rockville, MD 20852

Telephone Number: 301-492-0051

(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 (SOW) or changes to specific travel identified in the SOW), fills in details, or otherwise serves to accomplish the contractual SOW.

(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 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.

(6) Ensure that all contractor employees that require access to classified Restricted Data or National Security Information or matter, access to sensitive unclassified information (Safeguards, Official Use Only, and Proprietary information) access to sensitive IT systems or data, unescorted access to NRC controlled buildings/space, or unescorted access to protected and vital areas of nuclear power plants receive approval of SB/DFS prior to access in accordance with Management Directive and Handbook 12.3.

(7) For contracts for the design, development, maintenance or operation of Privacy Act Systems of Records, obtain from the contractor as part of closeout procedures, written certification that the contractor has returned to NRC, transferred to the successor contractor, or destroyed at the end of the contract in accordance with instructions provided by the NRC Systems Manager for Privacy Act Systems of Records, all records (electronic or paper) which were created, compiled, obtained or maintained under the contract.

**C.23 AUTHORITY TO USE GOVERNMENT PROVIDED SPACE AT NRC HEADQUARTERS
(JUNE 2006)**

Prior to occupying any government provided space at the NRC Headquarters in Rockville, Maryland, the Contractor shall obtain written authorization to occupy specifically designated government space via the NRC Project Officer from the Chief, Space Planning and Property Management Branch, Division of Facilities and Security. Failure to obtain this prior authorization may result in one or a combination of the following remedies as deemed appropriate by the Contracting Officer.

1. Rental charge for the space occupied to be deducted from invoice amount due the Contractor
2. Removal from the space occupied
3. Contract Termination

C.24 Drug Free Workplace Testing: Unescorted Access to Nuclear Facilities, Access to Classified Information or Safeguards Information, or Performing in Specially Sensitive Positions."

NRC's Headquarters Assistant Drug Program Coordinator (ADPC) shall be responsible for implementing and managing the collecting and testing portions of the NRC Contractor Drug Testing Program. The Headquarters ADPC function is carried out by the Drug Program Manager in the Division of Facilities and Security, Office of Administration. All sample collection, testing, and review of test results shall be conducted by the NRC "drug testing contractor." The NRC will reimburse the NRC "drug testing contractor" for these services.

All contractor employees, subcontractor employees, and consultants proposed for performance or performing under this contract shall be subject to the requirements of the clause if they meet one of the following criteria stated in the Plan: (1) individuals who require unescorted access to nuclear power plants, (2) individuals who have access to classified or safeguards information, (3) individuals who are required to carry firearms in performing security services for the NRC, (4) individuals who are required to operate government vehicles or transport passengers for the NRC, (5) individuals who are required to operate hazardous equipment at NRC facilities, or (6) individuals who admit to recent illegal drug use or those who are found through other means to be using drugs illegally. The Plan includes pre-assignment, random, reasonable suspicion, and post-accident drug testing. The due process procedures applicable to NRC employees under NRC's Drug Testing Program are not applicable to contractors, consultants, subcontractors and their employees. Rather, a contractor's employees and their subcontractors are subject to the procedures and terms of their employment agreements with their employer.

The NRC Drug Program Manager will schedule the drug testing for all contractor employees, subcontractor employees, and consultants who are subject to testing under this clause in accordance with the Plan. The NRC will reimburse the NRC "drug testing contractor" for collecting, testing, and reviewing test results. Any NRC contractor found to be using, selling, or possessing illegal drugs, or any contractor with a verified positive drug test result under this program while in a duty status will immediately be removed from working under the NRC contract. The contractor's employer will be notified of the denial or revocation of the individual's authorization to have access to information and ability to perform under the contract. The individual may not work on any NRC contract for a period of not less than one year from the date of the failed drug test and will not be considered for reinstatement unless evidence of rehabilitation, as determined by the NRC "drug testing contractor's" Medical Review Officer, is provided.

Contractor drug testing records are protected under the NRC Privacy Act Systems of Records, System 35, "Drug Testing Program Records - NRC" (copy enclosed).

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

| ATTACHMENT NUMBER | TITLE | DATE | NO. PAGES |
|----------------------|---|------|--------------|
| Attachment 1 | Statement of Work | | 19 |
| Attachment 2 | Billing Instruction for Fixed Hourly Rate Type Contract | | 4 |
| Attachment 3 | Billing Instruction for Firm Fixed Price portion of the contract | | 4 |

ACQUISITION OF LABOR SERVICES AND EQUIPMENT MOVING SUPPORT

STATEMENT OF WORK

C.1. OBJECTIVE

The purpose of this contract is to provide the U.S. Nuclear Regulatory Commission (NRC) Headquarters White Flint Campus location in Rockville, Maryland, four current satellite building locations and possible future sites within the Rockville, MD area as designated by NRC, with ongoing support for a wide variety of warehousing, moving, furniture installation and other labor service needs.

These services consist of ongoing "daily" services (refer to C.2(b) below for description), and occasional requirements for extra "on-call" labor and/or equipment/vehicle support on an "as-needed" basis, to complete NRC requirements, (refer to C.2 (c) below for description). Any reference to the NRC within this contract shall mean any and all locations listed above.

C.2. MANDATORY PERFORMANCE REQUIREMENTS

The Contractor shall perform the requirements listed herein during the entire period of this contract, or any option period. At all times, the contractor shall provide sufficient staffing to perform at least 5-concurrent daily tasks at different locations.

C.2(a) PROVIDE ON-SITE SUPERVISION AND QUALITY CONTROL FOR ALL SERVICES PERFORMED

The Contractor shall provide a "Project Supervisor" to perform and oversee all services performed by the contractor's staff each workday. The NRC Project Officer (NRC PO) will provide the contractor's Project Supervisor with any prioritization of tasks or guidance necessary to successfully accomplish these services, on a daily or as-needed basis. The Project Supervisor shall ensure all services are performed in an efficient manner, without the need for the NRC PO to provide repetitive directions and/or guidance for acceptable completion of tasks. The contractor shall provide the Project Supervisor, Working Foreman and Truck Driver with a cellular telephone for use in daily communications between each other and NRC staff.

The Contractor shall provide personnel in the labor categories described (refer to C.2(a) below for description) that possess the skills and abilities mandated by each position to accomplish the required daily services.

Title: Project Supervisor

Location: NRC

Duties and Responsibilities:

Conduct warehouse operations, assists in maintaining automated databases, and provides input to the development and administration of the "Master Storage Area Plan" governing the physical placement of furniture and equipment in the warehouse as required. Utilizes expert knowledge of configuration and designs to ensure accessibility and maximum utilization of space in conjunction with fire

and safety regulations. Independently drafts any correspondence materials required for any reports or other information submissions related to the contractor's performance of these services. Supervises and coordinates activities of the contractor's workers engaged in loading, unloading, recording, arranging, routing, and delivery of incoming and outgoing furniture and equipment. Responds to customer inquiries and performs problem solving in a professional and effective manner. Prepares and updates parts catalogs, manuals, and related documentation. Performs quality assurance of the contractor's inventory practices to ensure adherence to NRC policies, procedures and practices to maintain and control NRC personal property. Maintains manual and automated records for requisitioning, receiving, storing supplies, furniture, and equipment. Determines appropriate sources of supply and shipping modes, per NRC guidance. Inspects, compiles and reports all discrepancies involving execution and delivery of services and goods (furniture and equipment) under this contract with the NRC. Inspects and ensures that NRC property received is in accordance with the purchase agreement. Interprets drawings, plans furniture installation activities, performs installation assembly, disassembly, and relocation of furniture components and shelving, including computer components in accordance to plans provided and maintains a safe working environment. Ensures the contractor's workforce is properly trained in all safety requirements and monitors the performance of services to enforce all safety rules and regulations. Shall have a valid state driver's license and a good driving record. Shall be capable and experienced in safely operating a large box-truck greater than 26,000 lbs. in Gross Vehicle Weight (GVW) with a manual or automatic transmission in an urban/city environment. Ensures the NRC Project Officer is aware of the services actually being performed at all times.

Physical Requirements

- Balancing
- Bending
- Crouching
- Hearing
- Kneeling
- Lifting
- Standing
- Stooping
- Talking
- Walking
- Normal Requirements Lift 80 lbs.

Skills

- Listening Skills
- Multi-Tasking Ability
- Read, Speak, and Write the English Language
- Ability to Safely Operate Forklift
- Ability to Operate Hand-truck, Dollies and Stevedore
- Ability to Operate Small Battery and Electric tools
- Ability to Operate Small Hand Tools
- Proficient in Word Perfect Office 3
- Microsoft Office 2003

- Office Automation Applications
- dBase Software
- A High School Diploma or General Equivalency Diploma is required

Title: Working Foreman

Location: NRC

Duties and Responsibilities:

Shall legally and safely operate a large box truck < 26,000 Lbs. GVW with a manual or automatic transmission in an urban/city environment. Shall perform loading, unloading and moving of heavy bulky furniture, equipment or expensive delicate laboratory or computer equipment. Checks to see that loads are properly secured, and rated weight capacity is strictly enforced. By utilizing excellent in-depth knowledge of NRC furniture and equipment, pulls and stages equipment for shipment to various sites, package equipment for shipment and prepare the necessary paperwork. Assembles furniture and equipment. Assists Supervisor in coordinating activities of contractor's workers engaged in loading, unloading, recording, arranging, routing, and delivery of incoming and outgoing furniture and equipment. Ensures the contractor's performance of inventory practices properly maintain control of all personal properties at all times including during the conduct of inventories. Assists with planning daily, weekly activities and coordinating the efficient conduct of the of the contract personnel. Assists in maintaining automated databases. Inspects, compiles and reports all discrepancies involving execution and delivery of services and goods (furniture and equipment) under this contract with the NRC. Inspects and ensures that NRC property received is in accordance with the purchase agreement. Ensures the workforce is properly trained in all safety requirements and monitors performance to enforce compliance with all safety rules and regulations.

Physical Requirements:

- Balancing
- Bending
- Crouching
- Hearing
- Kneeling
- Lifting
- Standing
- Stooping
- Talking
- Walking
- Normal Requirements Lift 80 lbs

Skills:

- Listening Skills
- Multi-Tasking Ability
- Read, Speak and Write the English Language
- Ability to Safely Operate Forklift
- Ability to Operate Hand-truck, Dollies and Stevedore
- Ability to Operate Small Battery and Electric tools
- Ability to Operate Small Hand Tools
- Ability to Read and Interpret Map/Directions
- Proficient in Word Perfect Office 3
- Microsoft Office 2003
- Office Automation Applications
- dBase Software
- A High School Diploma or General Equivalency Diploma is required

Title: Truck Driver

Location: NRC

Duties and Responsibilities:

Shall legally and safely operate a large box truck < 26,000 Lbs. GVW with a manual or automatic transmission in an urban/city environment. Shall perform loading, unloading and moving of heavy bulky furniture, equipment or expensive delicate laboratory or computer equipment. Checks to see that loads are properly secured, and rated weight capacity is strictly enforced. By utilizing excellent in-depth knowledge of NRC furniture and equipment, pulls and stages equipment for shipment to various sites, package equipment for shipment and prepare the necessary paperwork. Assembles furniture and equipment.

Physical Requirements

- Balancing
- Bending
- Crouching
- Hearing
- Kneeling
- Lifting
- Standing
- Stooping
- Talking
- Walking

- Normal Requirements Lift 80 lbs.

Skills

- Listening Skills
- Multi-Tasking Ability
- Read, Speak, and Write the English Language
- Ability to Safely Operate Forklift
- Ability to Operate Hand-truck, Dollies and Stevedore
- Ability to Operate Small Battery and Electric tools
- Ability to Operate Small Hand Tools
- Ability to Read and Interpret Map/Directions
- A High School Diploma or General Equivalency Diploma is required

Title: Warehouse Specialist

Location: NRC

Duties and Responsibilities:

Shall read and interpret NRC forms and documentation. Accurately performs services in accordance with NRC inventory numbering systems and maintains effective customer service for all internal and external customers at all times. Legally and safely operates NRC or contractor motor vehicles which do not require a special type of license such as large trucks. Performs loading, unloading, and moving of heavy bulky furniture and equipment or expensive, delicate laboratory or computer equipment using proper techniques. By utilizing excellent in-depth knowledge of NRC furniture and equipment, pulls and stages equipment for shipment to various sites, package equipment for shipment and prepares the necessary paperwork. Assembles furniture and equipment.

Physical Requirements

- Balancing
- Bending
- Crouching
- Hearing
- Kneeling
- Lifting
- Standing
- Stooping
- Talking
- Walking
- Normal Requirements Lift 80 lbs.

Skills

- Listening Skills
- Multi-Tasking Ability
- Read, Speak, and Write the English Language
- Ability to Safely Operate Forklift
- Ability to Operate Hand-truck, Dollies and Stevedore
- Ability to Operate Small Battery and Electric tools
- Ability to Operate Small Hand Tools
- Proficient in Utilizing a Variety of Specialized Moving Supplies to include Computer Bags, Bubble Wrap, Shrink Wrap, and Containers
- A High School Diploma or General Equivalency Diploma is required

Title: Material Handler

Location: NRC

Duties and Responsibilities:

Performs loading, unloading, and moving of heavy bulky furniture and equipment or expensive delicate laboratory or computer equipment. Performs services in accordance with NRC guidance including the NRC inventory numbering system. Legally and safely operates NRC or contractor motor vehicles which do not require a special type of license such as large trucks.

Physical Requirements

- Balancing
- Bending
- Crouching
- Hearing
- Kneeling
- Lifting
- Standing
- Stooping
- Talking
- Walking
- Normal Requirements Lift 80 lbs.

Skills

- Listening Skills
- Multi-Tasking Ability
- Ability to Safely Operate Forklift
- Read, Speak, and Write the English Language
- Ability to Operate Hand-truck, Dollies and Stevedore
- Proficient in Utilizing a Variety of Specialized Moving Supplies to Include Computer Bags, Bubble Wrap, Shrink Wrap and Containers
- A High School Diploma or General Equivalency Diploma is required.

C.2(b) PERFORM ONGOING DAILY LABOR SERVICES

WORKLOAD: Historical data has shown the daily services routinely requires at a minimum the direct effort of five (5) full-time contractor personnel with one person performing as the on-site Project Supervisor, one person performing as a Working Foreman, one person performing as the Truck-Driver, and the other two as Warehouse Specialists. The contractor shall provide coverage to perform these daily services from Monday - Friday (except Federal holidays) for eight (8) continuous hours (except for a mid-day lunch break that does not exceed 1-hour) anywhere between the hours of 6:00 a.m. - 6:00 p.m., with the starting time/location for commencement of services and lunch-break time each day to be determined by the NRC PO.

The Contractor shall perform a wide variety of warehousing and labor support services including but not limited to; general warehousing (pulling material from stock into the staging area for loading onto trucks, furniture assembly and disassembly, assisting with tagging, loading/unloading trucks to/from staging area, placing material on appropriate racks such as excess, stock, repair or special storage); NRC building copy-room paper replenishment deliveries; pickup/delivery of equipment, furniture, and supplies between the two NRC warehouses and multiple NRC locations and other nearby locations in the Metro area; handling office moves within the NRC site(s); operation of government and contractor furnished warehousing and moving equipment such as a 24-foot box-truck with lift-gate, various forklifts and pallet-jacks, floor-sweeper, etc. In addition to the operation of moving vehicles and warehousing equipment, these services will include lifting items that weigh up to 80-lbs., prolonged walking/standing and personnel who can pass the NRC's security requirements for unescorted access to the NRC facilities.

C.2(c) PERFORM TEMPORARY INCREASED WORKLOAD ON AS-NEEDED BASIS

ESTIMATED WORKLOAD: Historical data has shown that the NRC occasionally experiences temporary increases in workload that exceed the 5-concurrent services provided under the basic services fixed fee and which can not be delayed or rescheduled. Thus this additional workload requires that additional resources be available via an on-call basis. Services will consist of providing sufficient quantity and skilled staff to perform any of the type of services covered

by this contract for additional concurrent tasks including (but not limited to) two (2) extra material handlers for several days each month, Tractor trailer(s) with driver(s), straight trucks with lift gates and driver(s), and File Packer(s).

C.2(c)1 MAINTAIN CAPACITY TO PROVIDE ADDITIONAL PERSONNEL TO SUPPORT INCREASED WORKLOAD IN A TIMELY MANNER

The Contractor shall maintain sufficient resources of available staffing to ensure NRC temporary workload increases are completed in a timely manner. During the contract period, the Contractor shall maintain the reserve capacity to provide NRC with the following additional personnel within 12-hours of a request from NRC:

C.2(c)1(a) MINIMUM LABOR POOL OF PERSONNEL WHO HAVE PASSED THE NRC REQUIREMENTS FOR UNESCORTED SITE ACCESS AT NRC

In order to be prepared for a quick response to NRC temporary workload increases the Contractor shall maintain a "pool" of personnel who have passed the NRC requirements for unescorted site access at NRC, and who can perform all of the services stated herein for each labor category listed below, and have been determined by NRC Security to be suitable for on-site unescorted access to NRC Facilities.

MINIMUM QUANTITY BY LABOR CATEGORY

- | | |
|-----------------------------|--------|
| 1. Project Supervisor | 1 each |
| 2. Working Foreman | 1 each |
| 3. Truck Driver | 2 each |
| 4. Warehouse Specialist | 2 each |
| 5. Material Handler/Laborer | 4 each |

The contractor shall provide the NRC PO with a properly completed security package for one individual in each labor category within 10 days after the date of the award of contract. The contractor shall provide the NRC PO with properly completed security packages for the additional pool personnel within 20 days of the date of contract award. If the contractor plans to replace one of the individuals in the approved pool, the NRC shall be notified immediately in writing and a properly completed security package shall be submitted for the proposed replacement. Contractor shall provide on a quarterly basis a roster of all personnel in it's employ who are cleared to perform unescorted duties at NRC.

Should NRC disapprove any individual proposed by contractor or in the case of an unplanned and immediate loss of an individual within the pool, the contractor shall submit a properly completed security package for a replacement individual within five calendar days from the

date the individual being replaced is no longer available to perform under this contract. The NRC badge of the individual that is being terminated must be returned to the NRC PO immediately.

C.2(c)1(b) MINIMUM LABOR POOL OF PERSONNEL WHO ARE NOT REQUIRED TO HAVE PASSED THE NRC REQUIREMENTS FOR UNESCORTED SITE ACCESS AT NRC

The Contractor shall maintain a second pool of personnel who meet all of the qualifications stated herein for each labor category listed below, but these personnel are not required to have passed the NRC requirements for on-site unescorted access to NRC Facilities. At all times the following contractor personnel are required to have in their possession a valid government issued photo identification (i.e. Drivers License, Age of Majority Card).

| <u>LABOR CATEGORY</u> | <u>MINIMUM QUANTITY OF PERSONNEL IN THE POOL</u> |
|-----------------------------------|--|
| 1. Material Handler/Laborer | 10 each |
| 2. Packer Library-File | 2 each |
| 3. Truck Driver - Heavy | 2 each |
| 4. Truck Driver - Tractor Trailer | 2 each |

C.2(c)2 MAINTAIN CAPACITY TO PROVIDE ADDITIONAL MOVING EQUIPMENT AND VEHICLES TO SUPPORT TEMPORARY WORKLOAD INCREASES IN A TIMELY MANNER

At all times during the term of the contract, the contractor shall have the capacity to simultaneously provide the quantities of equipment listed below:

| <u>TYPE OF EQUIPMENT</u> | <u>QUANTITY</u> |
|---|-----------------|
| 1. Less than 26,000 lbs. GVW box truck with power lift gate | 5 each |
| 2. Tractor and trailer type truck with ramp sufficient to safely load/unload a trailer. | 2 each |
| 3. Manual operated flatbed truck (cart) | 5 each |

approximately 2.5 feet x 4 feet long

4. Moving dollies (4-wheel with padded frame) 200 each
5. Stevedore (large hand-truck with straps) 3 each
6. Loading ramps (sufficient to load a tractor trailer with furniture and equipment) 4 each
7. Equipment panel carts (for moving ADP items) 10 each
8. Systems-furniture panel carts 10 each
9. Truck-cargo tie-down straps 30 each
10. Sufficient hand and power tools necessary to assemble or disassemble general office furniture (screwdrivers, pliers, wrenches, etc.)
11. Moving blankets for padding furniture (approximately 6 feet x 8 feet) 200 each

C.2(d) PERFORM ALL SERVICE REQUESTS IN ACCORDANCE WITH NRC PRIORITY

The Contractor shall ensure that all services are scheduled and performed so that service requests designated by NRC as the current highest priority are performed first, with the next highest current priority being performed next, etc. NRC reserves the right to change the designated priority of any service request at any time.

C.2(e) PROVIDE NRC WITH TIMELY, ACCURATE STATUS AND DOCUMENTATION OF SERVICE REQUESTS

The Contractor's Project Supervisor shall keep the NRC PO informed of the status of all NRC service requests. The Project Supervisor shall provide a verbal status upon request by the NRC PO, and at the end of each workday provide a written status using a copy of the NRC service requests form. All communications between NRC and the Contractor's staff shall be in the English language. Contractor staff shall sign for receipt of any property they transport and shall obtain a signature for any property they deliver. The Contractor shall provide the NRC PO with the appropriate documentation to verify completion of each request, in accordance with NRC requirements.

C.2(f) PROVIDE TIMELY PERFORMANCE OF SERVICE REQUESTS

The Contractor shall ensure contract staff begin performance of NRC service requests at the location, time, and date designated by NRC each workday. Most NRC service requests will be performed at either the NRC or NRC Warehouse. Occasional deliveries to areas within the Baltimore - Washington, D.C. Metropolitan area also applies. On rare occasions it may be necessary to travel to an NRC region.

C.2(g) PROTECTION OF NRC FACILITIES, EQUIPMENT AND FURNITURE

The Contractor shall ensure all services are performed in a safe, efficient manner including the operation of the NRC furnished warehousing, and moving equipment listed herein in subsection C.6(b) and C.6(c). The Contractor shall ensure contract staff always comply with any and all safety regulations and/or manufacturers recommendations.

C.2(h) CONTRACTOR OPERATION OF NRC FURNISHED EQUIPMENT AND VEHICLES

The contractor shall establish and maintain a personnel education and oversight system that shall prevent the contractor's personnel from using government vehicles for anything other than the performance of an NRC Work Request.

C.2(h)1 REQUIRED INSURANCE

The Contractor shall, at it's own expense, procure and maintain, during the entire period of performance of this contract, the minimum kinds and amounts of insurance required by the United States Federal Acquisition Regulation, State, and Federal Laws. This includes complete coverage for the vehicles, any passengers, all contents, and any damage that may occur to persons or property. This coverage shall be of sufficient amounts to insure the Contractor against all claims for injury or damage which may arise. Such insurance shall be in effect prior to commencing work under this contract. At all times during performance of work under this contract the Contractor shall maintain with the NRC Contracting Officer a current Certificate of Insurance showing at least the insurance required above, and shall provide a thirty (30) days written notice to the Contracting Officer by the insurance company prior to cancellation or material change in policy coverage.

C.2(h)2 LIABILITY FOR DAMAGE OR INJURY

The Contractor shall assume responsibility for all damages or injury to persons or property occasioned through the contractor's performance of any of the services under this contract including the use, maintenance or operation of the Contractor's vehicles or equipment, including vehicles and equipment furnished to the Contractor by the government, by the action of the Contractor or the Contractor's employees and agents. The government shall be indemnified and saved harmless against claims for damages or injury in any such case.

C.2(h)3. LIABILITY FOR EMPLOYEE CONDUCT

The Contractor shall be responsible for ensuring the contractor's employees adhere to all Federal and State laws during performance of an NRC Work Request and the Contractor shall be liable for any fines, penalties, traffic violations, parking tickets, or other costs resulting from the contractor's employees conduct. The Contractor shall ensure the contractor's employees wear seatbelts while in government vehicles, secure government vehicles by locking doors and windows when unattended, and at all times maintain the cleanliness of government vehicles.

C.2(i) SAFE TRANSPORT OF NRC ITEMS

The Contractor shall ensure that NRC items/property handled/transported by the contracted staff are protected from damage during handling/transportation and/or storage. Items shall be secured to prevent shifting during transit and shall be stacked

properly. Protective coverings shall be used as appropriate to prevent any damage to the items or surrounding facilities during movement. The Contractor shall be responsible for repair or replacement of any items/facilities damaged by the Contractor's staff or subcontractors.

C.2(j) ACCURATE PERFORMANCE OF NRC SERVICE REQUESTS

The Contractor shall ensure all services performed comply with the NRC service request. The Contractor shall only perform those service requests provided by the NRC PO or designated alternate(s). The Contractor shall not deviate from the action requested in the NRC service request without obtaining advance approval of the deviation from the NRC PO.

C.2(k) IDENTIFICATION OF CONTRACT STAFF WHILE ON NRC PREMISES

The Contractor shall ensure contract staff wears distinctive uniform clothing which provides ready identification of the Contractor's company name, affixed thereon in a permanent manner such as a patch or monogram stitched to the shirt.

C.2(l) CONTRACTOR WORK HOURS

Listed herein in Subsection C.2.(l)1 and C.2.(l)2 is the definition for the work hours which are paid at the weekday hourly rates and the nights and weekends hourly rates. NRC reserves the right to specify the hours that all contract services are to be performed. NRC reserves the right to cancel the portion of the on-call work request for any Contractor personnel arriving late for any reason, at no charge to NRC.

C.2(l)1 WEEKDAY WORK HOURS

NRC reserves the right to specify the 8-hour weekday workday to be performed during any continuous 8-hour period within 6:00 a.m. through 6:00 p.m., Monday through Friday (except for a lunch break that does not exceed 1-hour).

C.2(l)2 WEEKNIGHT & WEEKEND HOURS

"Weeknight Hours" are defined as those hours beginning after 6:00 p.m., Monday through Thursday, and ending before 6:00 a.m., the following day. "Weekend Hours" are defined as those hours after 6:00 p.m. on a Friday through 6:00 a.m. the following Monday.

C.2(m) EFFECTIVE COMMUNICATIONS

The Contractor shall effectively communicate with NRC personnel at all times, both verbally and in writing. All communications shall be in the English language. Performance of service requests shall not be delayed due to on-site contract personnel being unable to easily understand verbal clarifications or guidance regarding NRC requirements that are given in the English language.

C.3 ORDERING PERFORMANCE OF SERVICE REQUESTS

The NRC PO or designated alternate will identify the priority of each incoming NRC service request (task to be accomplished) and provide the priority when placing the service request with the Contractor. The Contractor's on-site Project Supervisor will use that designated priority to schedule the performance of the services. NRC reserves the

right to change the designated priority of any task at any time (as new, higher-priority requests are received or circumstances for existing requests change).

NRC PERSONNEL AUTHORIZED TO PLACE WORK REQUESTS

In addition to the NRC Contracting Officer, the following NRC personnel are authorized to place NRC Work Requests for personnel, equipment and vehicles under this contract, and can be contacted at the phone numbers listed for each person below:

| <u>NAME</u> | <u>OFFICE TELEPHONE</u> | <u>CELL PHONE</u> |
|--------------------------------------|-------------------------|-------------------|
| 1. William C. Herron Jr. (NRC PO) | 301-492-0051 | 1-240-375-6651 |
| 2. Bruce Ridgely | 301-415-2161 | 1-240-417-9716 |
| 3. Rod Jarvis | 301-415-0214 | 1-240-417-3840 |

Any of the NRC authorized personnel listed above are authorized to cancel part of or an entire "On-Call" Work Request at any time. NRC will provide written notice of cancellation to the Contractor by amending the original NRC "On-Call" Work Request. NRC reserves the right to cancel all or part of any "On-Call" Work Request at no charge by providing written notification to the contractor of the cancellation at least 2-hours before the date and time specified in the "On-Call" Work Request to begin.

C.4. Specific Performance Measurements and Incentives

C.4(a) Documentation for property

Requirement

Contractor shall sign for receipt of any property they transport and shall obtain a signature for any property they deliver C.2(e).

Standard

Provide the NRC PO documentation with the signatures for all property picked up or delivered.

Measurement

Review by NRC PO.

Disincentives

Number per month

0-1
2-4
5-7

Disincentive

No deduction
\$100.00
\$200.00

8-10

\$300.00

Notification

The NRC PO shall notify the contractor in writing of any deficiencies found in the contractors work.

C.4(b) Prioritization of work

Requirement

Complete assignments in accordance with NRC priorities.

Standard

Complete work assignments in accordance with priorities established by NRC PO each day.

Measurement

Review by NRC PO.

Disincentives

Number per month

0-1
2-4
5-7
8-10

Disincentive

No deduction
\$100.00
\$200.00
\$300.00

Notification

The NRC PO shall notify the contractor in writing of any deficiencies found in the contractors work.

C.4(c) Provision of Security Packages

Requirement

Submit security packages for pool of Contractor personnel for unescorted building access.

Standards

Submit security packages in the time frames established by C.2(c)1(a):

- Submit completed security packages for one individual in each labor category within ten days after the date of the contract award.
- Submit completed security packages for all required pool personnel within 20 days of the contract award.

- Submit within five days replacement security packages for any individual disapproved by NRC or any individual no longer available to perform under this contract.

Measurement

Review by NRC PO.

Disincentives

| Number of occurrences per year | Disincentive |
|---------------------------------------|---------------------|
| 0-1 | No deduction |
| 2-3 | \$200.00 |
| 4-5 | \$400.00 |

Notification

The NRC PO shall notify the contractor in writing of any deficiencies found in the contractors work.

C.4(d) ACCURACY OF WAREHOUSE DUTIES

Requirement

Accurately pull items for delivery and place returned items at the designated warehouse locations.

Standard

Not more than 3 errors per month.

Measurement

Review by NRC PO.

Disincentives

| Number of errors per month | Disincentive |
|-----------------------------------|---------------------|
| 0-3 | No deduction |
| 4-6 | \$100.00 |
| 7-10 | \$200.00 |
| 11+ | \$300.00 |

Notification

The NRC PO shall notify the contractor in writing of any deficiencies found in the contractors work.

C.4(e) STAFFING OF EMPLOYEES

Requirement

Required employees arrive to job site (NRC warehouse or location designated by the NRC PO) on time and do not leave the job site before end of eight (8) hour shift (or end of shift as required by specific job) without adequate staffing (replacement coverage) by Contractor in the event an employee must arrive late or leave early for personal reasons.

Standard

Employees are expected to perform for the required hours per day (or specific job) unless time missed is caused by an Act of God or an incident beyond the control of the employee (i.e. auto accident).

Measurement

Reviewed by NRC PO. Reported to the Contractor within 20 days of occurrence.

Disincentives

Time missed will be deducted from Contractor payment at double the hourly rate of the employees position description.

C.4(f) EXCELLENCE OF PERFORMANCE OF C.4(a, b, c & d)

Requirement

Excellent performance of C.4(a, b, c & d) within a 3-month quarterly period

Standard

Not more than 4 errors within each quarterly period as follows:

- 1st-quarter rating period = March 1, 2009 to May 31, 2009
- 2nd-quarter rating period = June 1, 2009 to August 31, 2009
- 3rd-quarter rating period = September 1, 2009 to November 30, 2009
- 4th-quarter rating period = December 1, 2000 to February 28, 2010.

Measurement

Reviewed by the NRC PO

Incentive

For each quarterly period that the contractor achieves an "excellent" rating from the NRC PO, NRC will add an additional month of Contract service to the overall length of this contract at the end of the original 12-month contract period.

G.1 NRCAR 2052.215-72 PROJECT OFFICER AUTHORITY ALTERNATE 1 (JAN 1993)

(a) The Contracting Officer's authorized representative, hereinafter referred to as the NRC PO for this contract is:

NAME: Mr. William C. Herron Jr.

ADDRESS: U.S. Nuclear Regulatory Commission
NRC Warehouse
5008 Boiling Brook Parkway
Rockville, Maryland 20852

TELEPHONE: (301) 492-0051
FAX: (301) 492-0054

(b) The Contracting Officer's authorized representative, hereinafter referred to as the 1st ALTERNATE Project Officer for this contract is:

NAME: Mr. Bruce Ridgely

ADDRESS: U.S. Nuclear Regulatory Commission
NRC Headquarters
11555 Rockville Pike
Rockville, Maryland 20852

TELEPHONE: (301) 415-2161
FAX: (301) 415-3296

(c) The Contracting Officer's authorized representative, hereinafter referred to as the 2nd ALTERNATE Project Officer for this contract is:

NAME: Mr. Rodney Jarvis

ADDRESS: U.S. Nuclear Regulatory Commission
11555 Rockville Pike
Rockville, Maryland 20852

TELEPHONE: (301) 415-0214
FAX: (301) 415-3269

H.1 LIST OF GOVERNMENT FURNISHED EQUIPMENT

The NRC will provide the contractor with the following items for use in performing the services under this contract on an as-needed basis:

H.1(a) VEHICLES

QUANTITY

DESCRIPTION

| | |
|--------|--|
| 1 each | Box truck < 26,000 lbs. GVW, manual/automatic transmission, air-brakes and lift gate |
| 1 each | Van, extended length, manual/automatic |

**NOTE: Additional vehicles may be provided by NRC on an as-needed basis at the discretion of the NRC PO.

H.1(b) INDUSTRIAL EQUIPMENT

| <u>QUANTITY</u> | <u>DESCRIPTION</u> |
|-----------------|--|
| 3 each | Fork lift, straddle leg, stand-up, electric, 3000 lb. capacity |
| 1 each | Fork lift, 4-wheel type, sit down, electric, 3000 lb. capacity |
| 1 each | Pallet jack, electric, walk behind, 4500 lb. capacity |
| 1 each | Floor sweeper, walk behind, electric |

H.1(c) HAND OPERATED EQUIPMENT

DESCRIPTION

Pallet jacks, walk behind
Two wheeled hand trucks
Flat bed trucks
Moving dollies
Roll-a-lifts
Johnson bars
Stevedores
Loading ramps
Walk boards
Moving blankets
Truck cargo tie-down straps
Panel carts
Desk movers

HAND TOOLS

The following tools shall be available for use at the NRC Warehouse.

DESCRIPTION

Screwdrivers
Pliers
Wire cutters
Hammers
Pry bars
Wrenches
Socket sets
Hacksaws
Wood saws
Chisels

BATTERY OPERATED TOOLS

Drills
Flashlights

ELECTRIC TOOLS

3/8 inch drills

1/2 inch drill

3/8 inch hammer drills

7 1/4 inch circular saw

20-gallon vacuum cleaners

All contractor personnel shall be skilled in the proper and safe use of the above referenced tools and equipment.

Any property furnished by NRC is subject to the provisions of the United States Government Property clause under this contract.

**BILLING INSTRUCTIONS FOR
LABOR HOUR/TIME AND MATERIALS TYPE CONTRACTS**

General: The contractor shall prepare vouchers/invoices for reimbursement of costs in the manner and format described herein or a similar format. **FAILURE TO SUBMIT VOUCHERS/INVOICES IN ACCORDANCE WITH THESE INSTRUCTIONS WILL RESULT IN REJECTION OF THE VOUCHER/INVOICE AS IMPROPER.**

Number of Copies: An original and three copies, including supporting documentation shall be submitted. A copy of all supporting documents must be attached to each copy of your voucher/invoice. Failure to submit all the required copies will result in rejection of the voucher/invoice as improper.

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

Department of Interior
National Business Center
Attn: Fiscal Services Branch - D2770
7301 W. Mansfield Avenue
Denver, CO 80325-2230
Electronic E-mail Address: NRCPayments@nbc.gov

HAND DELIVERY OF VOUCHERS/INVOICES IS DISCOURAGED AND WILL RESULT IN A DELAY OF PROCESSING BY NRC. However, should you choose to deliver vouchers/invoices by hand, including delivery by any express mail services or special delivery services which use a courier or other person to deliver the voucher/invoice in person to the NRC, such vouchers/invoices must be addressed to the above Designated Agency Billing Office and will only be accepted at the following location:

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

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

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

**BILLING INSTRUCTIONS FOR
LABOR HOUR/TIME AND MATERIALS TYPE CONTRACTS**

Page 2 of 2

Agency Payment Office: Payment will be made by the following office:

Department of Interior
National Business Center
Attn: Fiscal Services Branch - D2770
7301 W. Mansfield Avenue
Denver, CO 80325-2230
Electronic E-mail Address: NRCPayments@nbc.gov

Frequency: The contractor shall submit claims for reimbursement once each month, unless otherwise authorized by the Contracting Officer.

Format: Claims should be submitted in the format depicted on the attached sample form entitled "Voucher/Invoice for Purchases and Services Other Than Personal" (see Attachment) or a similar format. **THE SAMPLE FORMAT IS PROVIDED FOR GUIDANCE ONLY AND IS NOT REQUIRED FOR SUBMISSION OF A VOUCHER/INVOICE. ALTERNATE FORMATS ARE PERMISSIBLE PROVIDED ALL REQUIREMENTS OF THE BILLING INSTRUCTIONS ARE ADDRESSED.**

Billing of Costs After Expiration of Contract/Purchase Order: If the costs are incurred during the purchase order period and claimed after the purchase order has expired, the period during which these costs were incurred must be cited. To be considered a proper voucher/invoice, the contractor shall clearly mark it "EXPIRATION VOUCHER" OR "EXPIRATION INVOICE".

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

ATTACHMENT

**INVOICE/VOUCHER FOR PURCHASES
AND
SERVICES OTHER THAN PERSONAL**

(SAMPLE FORMAT - COVER SHEET)

Official Agency Billing Office

Department of Interior

National Business Center

Attn: Fiscal Services Branch - D2770

7301 W. Mansfield Avenue

Denver, CO 80325-2230

(a) Contract/Purchase Order No:

(b) Voucher/Invoice No:

(c) Date of Voucher/Invoice:

Payee's Name and Address

(d) Individual to Contact Regarding Voucher/Invoice

Name:

Telephone No:

(e) This voucher/invoice represents reimbursable costs for the billing period

_____ to _____

| | <u>Amount Billed</u> | |
|--------------------------|-----------------------|-------------------|
| | <u>Current Period</u> | <u>Cumulative</u> |
| (f) <u>Direct Costs:</u> | | |
| (1) Direct Labor* | \$ _____ | \$ _____ |
| (2) Travel* | \$ _____ | \$ _____ |
| (3) Materials* | \$ _____ | \$ _____ |
| (4) Materials Handling* | \$ _____ | \$ _____ |
| Total Direct Costs: | \$ _____ | \$ _____ |

* The contractor shall submit as an attachment to its invoice/voucher cover sheet a listing of labor categories, hours billed, fixed hourly rates, total dollars, and cumulative hours billed to date under each labor category, authorized under the contract/purchase order for each of the three activities to be performed under the contract/purchase order. The contractor shall include incurred costs for: (1) travel, (2) materials, and (3) materials handling fee, with the required supporting documentation, as well as the cumulative total of each costs, billed to date by activity.

**BILLING INSTRUCTIONS FOR
FIXED HOURLY RATE TYPE CONTRACTS**

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

Number of Copies: An original and three copies, including supporting documentation shall be submitted. A copy of all supporting documents must be attached to each copy of your voucher/invoice. Failure to submit all the required copies will result in rejection of the voucher/invoice as improper.

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

U.S. Nuclear Regulatory Commission
Division of Contracts
Mail Stop T-7-I-2
Washington, D.C. 20555

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

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

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

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

Billing Instructions

Page 2 of 2

Agency Payment Office: Payment will be made by the following office:

U.S. Nuclear Regulatory Commission
Division of Accounting and Finance GOV/COMM
Mail Stop T-9-H4
Washington, DC 20555

Frequency: The contractor shall submit claims for reimbursement once each month, unless otherwise authorized by the Contracting Officer.

Format: Claims should be submitted in the format depicted on the attached sample form entitled "Voucher/Invoice for Purchases and Services Other Than Personal" (see Attachment) or a similar format. **THE SAMPLE FORMAT IS PROVIDED FOR GUIDANCE ONLY AND IS NOT REQUIRED FOR SUBMISSION OF A VOUCHER/INVOICE. ALTERNATE FORMATS ARE PERMISSIBLE PROVIDED ALL REQUIREMENTS OF THE BILLING INSTRUCTIONS ARE ADDRESSED.**

Billing of Costs After Expiration of Contract/Purchase Order: If the costs are incurred during the purchase order period and claimed after the purchase order has expired, the period during which these costs were incurred must be cited. To be considered a proper voucher/invoice, the contractor shall clearly mark it 'EXPIRATION VOUCHER' OR "EXPIRATION INVOICE".

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

ATTACHMENT

**INVOICE/VOUCHER FOR PURCHASES
AND
SERVICES OTHER THAN PERSONAL**

(SAMPLE FORMAT - COVER SHEET)

Official Agency Billing Office
U.S. Nuclear Regulatory Commission
Division of Contracts and Property
Management MS: T-7-I2
Washington, DC 20555-0001

(a) Purchase Order No:

(b) Voucher/Invoice No:

(c) Date of Voucher/Invoice:

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

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

(f) Individual to Contact Regarding Voucher/Invoice
Show the name and telephone number of the individual as it appears in the Central Contractor Registration database.

(g) This voucher/invoice represents reimbursable costs for the billing period
_____ to _____.

| | <u>Amount Billed</u> | |
|--------------------------|-----------------------|-------------------|
| | <u>Current Period</u> | <u>Cumulative</u> |
| (f) <u>Direct Costs:</u> | | |
| (1) Direct Labor* | \$ _____ | \$ _____ |
| (2) Travel* | \$ _____ | \$ _____ |

Total Direct Costs: \$_____

\$_____

* The contractor shall submit as an attachment to its invoice/voucher cover sheet a listing of labor categories, hours billed, fixed hourly rates, total dollars, and cumulative hours billed to date under each labor category, authorized under the purchase order for each of the three activities to be performed under the purchase order. In addition, the contractor shall include travel costs incurred with the required supporting documentation, as well as, the cumulative total of travel costs billed to date by activity.