

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

1. REQUISITION NO. ADM-11-038 PAGE 1 OF 65

2. CONTRACT NO. NRC-HQ-11-C-10-0010
 3. AWARD/EFFECTIVE DATE 01-01-2011
 4. ORDER NO.
 5. SOLICITATION NUMBER
 6. SOLICITATION ISSUE DATE

7. FOR SOLICITATION INFORMATION CALL:
 a. NAME Jennifer A. DeFino; Email: Jennifer.DeFino@nrc.gov
 b. TELEPHONE NO. (No Collect Calls) 301-492-3637
 8. OFFER DUE DATE/LOCAL TIME

9. ISSUED BY: U.S. Nuclear Regulatory Commission
 Div. of Contracts
 Attn: Jennifer A. DeFino, 301-492-3637
 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 (A)
 NAICS: 561210
 SIZE STANDARD: \$35.5 Million

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
 SEE SCHEDULE
 12. DISCOUNT TERMS N/A
 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

 13b. RATING N/A
 14. METHOD OF SOLICITATION
 RFQ IFB RFP

15. DELIVER TO: U.S. Nuclear Regulatory Commission
 Office of Administration
 Attn: Bill Herron, 301-492-0051
 H/S: WRSE
 Washington DC 20555
 CODE
 16. ADMINISTERED BY: U.S. Nuclear Regulatory Commission
 Div. of Contracts
 Mail Stop: TWB-01-B10M
 Washington, DC 20555
 CODE 3100

17a. CONTRACTOR/OFFEROR CODE 781421011 FACILITY CODE
 CC&C MANAGEMENT SERVICES, LLC
 4405 E WEST HWY STE 108
 BETHESDA MD 208144532
 TELEPHONE NO.
 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

 18a. PAYMENT WILL BE MADE BY: Department of Interior / NBC
 NRCPayments@nbc.gov
 Attn: Fiscal Services Branch - D2770
 7301 W. Mansfield Avenue
 Denver CO 80235-2230
 CODE 3100

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

19. ITEM NO.	20. See CONTINUATION Page SCHEDULE OF SUPPLIES/SERVICES	21. Q. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<p>The Contractor shall provide the U.S. Nuclear Regulatory Commission (NRC) with "Labor Services and Equipment Moving Support" as described in Attachment 1, "Statement of Work" and in accordance with the terms and conditions of this contract.</p> <p>Title: "Labor Services and Equipment Moving Support"</p> <p>Period of Performance: Base Year: January 01, 2011 through December 31, 2011 Option Year One: January 01, 2012 through December 31, 2012 Option Year Two: January 01, 2013 through December 31, 2013 Option Year Three: January 01, 2014 through December 31, 2014 Option Year Four: January 01, 2015 through December 31, 2015</p> <p>NRC Project Officer: Bill Herron Phone: (301) 492-0051; Email: Bill.Herron@nrc.gov</p> <p>(Use Reverse and/or Attach Additional Sheets as Necessary)</p>				

25. ACCOUNTING AND APPROPRIATION DATA
 BAR: 2011-40-51-F-127 JCN: D2354 BOC: 252A APPR NO: X0200
 FAHIS: 110232 OBLIGATE: \$474,493.30
 DUNS: 781421011 NAICS: 561210 PSC: 8216
 28. TOTAL AWARD AMOUNT (For Govt. Use Only) \$474,493.30

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. OFFER DATED YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS.

30a. SIGNATURE OF OFFEROR/CONTRACTOR
Felton Miller
 30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) Felton Miller, CEO
 30c. DATE SIGNED 12/17/2010
 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)
Donna Beckel in Steve Pool
 31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Stephen Pool Contracting Officer
 31c. DATE SIGNED 12/17/2010

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SECTION B - CONTINUATION BLOCK

B.1 PROJECT TITLE

The title of this project is as follows: **Labor Services and Equipment Moving Support**

B.2 BRIEF DESCRIPTION OF WORK (MAR 1987)

The contractor shall provide the U.S. Nuclear Regulatory Commission (NRC) headquarters location in Rockville, Maryland, four current interim locations and future sites as designated by the NRC, and on rare occasions regional facilities and the Technical Training Center (TTC) with ongoing support for a wide variety of warehousing, moving, furniture installation, and other labor service needs.

B.3 DURATION OF CONTRACT PERIOD (MAR 1987) ALTERNATE 4 (JUN 1988)

This contract shall commence on January 01, 2011 and will expire on December 31, 2011. Any orders issued during this period shall be completed within the time specified in the order, unless otherwise specified herein. (See 52.216-18 - Ordering.) The term of this contract may be extended at the option of the Government for an additional four (4) one-year option periods. Among other requirements in FAR 17.2, option periods may be exercised based on the Contractor's successful performance.

B.4 PRICE/COST SCHEDULE

Base Year: January 01, 2011 through December 31, 2011					
FIXED PRICE CONTRACT LINE ITEMS (CLINs)					
CLIN	DESCRIPTION	QUANTITY	UNIT	RATE	TOTAL
0001	Fixed Price Ongoing Daily Services	[REDACTED]	Month	[REDACTED]	\$378,860.04
TIME AND MATERIAL CONTRACT LINE ITEMS (AS NEEDED BASIS)					
CLIN	DESCRIPTION	EST. QUANTITY	UNIT	UNIT RATE	TOTAL
0002a	Material Handler Laborer- Regular Time	[REDACTED]	Hour	[REDACTED]	
0002b	Truck Driver (Heavy)- Regular Time	[REDACTED]	Hour	[REDACTED]	
0002c	Tractor Trailer Driver - Regular Time	[REDACTED]	Hour	[REDACTED]	
0002d	Library File Packer - Regular Time	[REDACTED]	Hour	[REDACTED]	
CLIN 0002 NOT TO EXCEED					
0003a	Project Manager - Overtime	[REDACTED]	Hour	[REDACTED]	
0003b	Working Foreman - Overtime	[REDACTED]	Hour	[REDACTED]	
0003c	Warehouse Specialist - Overtime	[REDACTED]	Hour	[REDACTED]	
0003d	Truck Driver (Heavy) - Overtime	[REDACTED]	Hour	[REDACTED]	
0003e	Material Handler Laborer -	[REDACTED]	Hour	[REDACTED]	

	Overtime				
0003f	Library File Packer - Overtime		Hour		
CLIN 0003 NOT TO EXCEED					\$24,316.70
0004a	Box Truck w/ Lift Gate - Hourly Rental		Hour		
0004b	Tractor Trailer Truck - Hourly Rental		Hour		
0004c	Trailer (Empty) - Daily Rental		Day		
0004d	Trailer (Empty) - Monthly Rental		Month		
CLIN 0004 NOT TO EXCEED					
TOTAL BASE YEAR CEILING					\$474,493.30

Option Year One: January 01, 2012 through December 31, 2012					
FIXED PRICE CONTRACT LINE ITEMS (CLINs)					
CLIN	DESCRIPTION	QUANTITY	UNIT	RATE	TOTAL
1001	Fixed Price Ongoing Daily Services		Month		\$390,225.84
TIME AND MATERIAL CONTRACT LINE ITEMS (AS NEEDED BASIS)					
CLIN	DESCRIPTION	EST. QUANTITY	UNIT	UNIT RATE	TOTAL
1002a	Material Handler Laborer- Regular Time		Hour		
1002b	Truck Driver (Heavy)- Regular Time		Hour		
1002c	Tractor Trailer Driver - Regular Time		Hour		
1002d	Library File Packer - Regular Time		Hour		
CLIN 1002 NOT TO EXCEED					\$42,854.93
1003a	Project Manager - Overtime		Hour		
1003b	Working Foreman - Overtime		Hour		
1003c	Warehouse Specialist - Overtime		Hour		
1003d	Truck Driver (Heavy) - Overtime		Hour		
1003e	Material Handler Laborer - Overtime		Hour		
1003f	Library File Packer - Overtime		Hour		
CLIN 1003 NOT TO EXCEED					\$19,846.80

1004a	Box Truck w/ Lift Gate - Hourly Rental		Hour		
1004b	Tractor Trailer Truck - Hourly Rental		Hour		
1004c	Trailer (Empty) - Daily Rental		Day		
1004d	Trailer (Empty) - Monthly Rental		Month		
CLIN 1004 NOT TO EXCEED					
TOTAL OPTION YEAR ONE CEILING					\$468,148.65

Option Year Two: January 01, 2013 through December 31, 2013					
FIXED PRICE CONTRACT LINE ITEMS (CLINs)					
CLIN	DESCRIPTION	QUANTITY	UNIT	RATE	TOTAL
2001	Fixed Price Ongoing Daily Services		Month		\$401,932.56
TIME AND MATERIAL CONTRACT LINE ITEMS (AS NEEDED BASIS)					
CLIN	DESCRIPTION	EST. QUANTITY	UNIT	UNIT RATE	TOTAL
2002a	Material Handler Laborer- Regular Time		Hour		
2002b	Truck Driver (Heavy)- Regular Time		Hour		
2002c	Tractor Trailer Driver - Regular Time		Hour		
2002d	Library File Packer - Regular Time		Hour		
CLIN 2002 NOT TO EXCEED					\$189,724.60
2003a	Project Manager - Overtime		Hour		
2003b	Working Foreman - Overtime		Hour		
2003c	Warehouse Specialist - Overtime		Hour		
2003d	Truck Driver (Heavy) - Overtime		Hour		
2003e	Material Handler Laborer - Overtime		Hour		
2003f	Library File Packer - Overtime		Hour		
CLIN 2003 NOT TO EXCEED					\$57,424.20
2004a	Box Truck w/ Lift Gate - Hourly Rental		Hour		
2004b	Tractor Trailer Truck - Hourly Rental		Hour		
2004c	Trailer (Empty) - Daily Rental		Day		

2004d	Trailer (Empty) – Monthly Rental		Month		
CLIN 2004 NOT TO EXCEED					
TOTAL OPTION YEAR TWO CEILING					\$668,913.08

Option Year Three: January 01, 2014 through December 31, 2014					
FIXED PRICE CONTRACT LINE ITEMS (CLINs)					
CLIN	DESCRIPTION	QUANTITY	UNIT	RATE	TOTAL
3001	Fixed Price Ongoing Daily Services		Month	1	<u>\$413,990.52</u>
TIME AND MATERIAL CONTRACT LINE ITEMS (AS NEEDED BASIS)					
CLIN	DESCRIPTION	EST. QUANTITY	UNIT	UNIT RATE	TOTAL
3002a	Material Handler Laborer- Regular Time		Hour		
3002b	Truck Driver (Heavy)- Regular Time		Hour		
3002c	Tractor Trailer Driver – Regular Time		Hour		
3002d	Library File Packer – Regular Time		Hour		
CLIN 3002 NOT TO EXCEED					<u>\$182,150.72</u>
3003a	Project Manager – Overtime		Hour		
3003b	Working Foreman – Overtime		Hour		
3003c	Warehouse Specialist - Overtime		Hour		
3003d	Truck Driver (Heavy) - Overtime		Hour		
3003e	Material Handler Laborer - Overtime		Hour		
3003f	Library File Packer - Overtime		Hour		
CLIN 3003 NOT TO EXCEED					<u>\$45,022.80</u>
3004a	Box Truck w/ Lift Gate - Hourly Rental		Hour		
3004b	Tractor Trailer Truck – Hourly Rental		Hour		
3004c	Trailer (Empty) – Daily Rental		Day		
3004d	Trailer (Empty) – Monthly Rental		Month		
CLIN 3004 NOT TO EXCEED					<u>\$20,425.64</u>
TOTAL OPTION YEAR THREE CEILING					<u>\$661,589.68</u>

Option Year Four: January 01, 2015 through December 31, 2015					
FIXED PRICE CONTRACT LINE ITEMS (CLINs)					
CLIN	DESCRIPTION	QUANTITY	UNIT	RATE	TOTAL
4001	Fixed Price Ongoing Daily Services		Month		\$426,410.28
TIME AND MATERIAL CONTRACT LINE ITEMS (AS NEEDED BASIS)					
CLIN	DESCRIPTION	EST. QUANTITY	UNIT	UNIT RATE	TOTAL
4002a	Material Handler Laborer- Regular Time		Hour		
4002b	Truck Driver (Heavy)- Regular Time		Hour		
4002c	Tractor Trailer Driver - Regular Time		Hour		
4002d	Library File Packer - Regular Time		Hour		
CLIN 4002 NOT TO EXCEED					\$187,636.56
4003a	Project Manager - Overtime		Hour		
4003b	Working Foreman - Overtime		Hour		
4003c	Warehouse Specialist - Overtime		Hour		
4003d	Truck Driver (Heavy) - Overtime		Hour		
4003e	Material Handler Laborer - Overtime		Hour		
4003f	Library File Packer - Overtime		Hour		
CLIN 4003 NOT TO EXCEED					\$46,370.20
4004a	Box Truck w/ Lift Gate - Hourly Rental		Hour		
4004b	Tractor Trailer Truck - Hourly Rental		Hour		
4004c	Trailer (Empty) - Daily Rental		Day		
4004d	Trailer (Empty) - Monthly Rental		Month		
CLIN 4004 NOT TO EXCEED					\$21,038.24
TOTAL OPTION YEAR FOUR CEILING					\$681,455.28

TOTAL CONTRACT CEILING ---

\$2,954,599.99

B.5 HYBRID CONTRACT TYPE

The contract type is a hybrid containing: Fixed Price and Time and Material line items.

Clauses designated with "\$" to the left of the citation number are applicable to FIXED-PRICE line items only.

Clauses designated with "&" to the left of the citation number are applicable to TIME-&-MATERIAL/LABOR-HOUR line items only.

\$ B.6 CONSIDERATION AND OBLIGATION--FIRM FIXED PRICE (JUN 1988)

The total amount of the firm fixed price portion \$378,860.04 and this amount is fully funded.

& B.7 CONSIDERATION AND OBLIGATION--DELIVERY ORDERS (JUN 1988)

(a) The total amount estimated for the time and materials portion of this contract (ceiling) for the products/services ordered, delivered, and accepted under this contract is \$95,633.26. The Contracting Officer may unilaterally increase this amount as necessary for orders to be placed with the contractor during the contract period provided such orders are within any maximum ordering limitation prescribed under this contract.

(b) The amount presently obligated with respect to this contract for the time and material line items is \$95,633.26. The Contracting Officer may issue orders for work up to the amount presently obligated. This obligated amount may be unilaterally increased from time to time by the Contracting Officer by written modification to this contract. The obligated amount shall, at no time, exceed the contract ceiling as specified in paragraph (a) above. When and if the amount(s) paid and payable to the Contractor hereunder shall equal the obligated amount, the Contractor shall not be obligated to continue performance of the work unless and until the Contracting Officer shall increase the amount obligated with respect to this contract. Any work undertaken by the Contractor in excess of the obligated amount specified above is done so at the Contractor's sole risk.

SECTION C - CONTRACT CLAUSES**C.1 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (JUN 2010)**

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

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

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

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

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

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

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

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

(g) **Invoice.**

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

(i) Name and address of the Contractor;

(ii) Invoice date and number;

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) Payment.-

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

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

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

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

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall--

(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) Interest.

(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, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed 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 within 30 days;

(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 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.

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

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

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

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

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

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

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

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

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

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

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

ADDENDUM TO FAR 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS

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

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

& C.2 52.216-18 ORDERING (OCT 1995)

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

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

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

& C.3 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$3,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of \$25,000.00;

(2) Any order for a combination of items in excess of \$25,000.00; or

(3) A series of orders from the same ordering office within 5 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

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

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

& C.4 52.216-22 INDEFINITE QUANTITY (OCT 1995)

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

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the

Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

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

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

C.5 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days.

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

(a) The Government may extend the term of this contract by written notice to the Contractor within 60 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

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

C.7 52.219-17 SECTION 8(a) AWARD (DEC 1996)

(a) By execution of a contract, the Small Business Administration (SBA) agrees to the following:

(1) To furnish the supplies or services set forth in the contract according to the specifications and the terms and conditions by subcontracting with the Offeror who has been determined an eligible concern pursuant to the provisions of section 8(a) of the Small Business Act, as amended (15 U.S.C. 637(a)).

(2) Except for novation agreements and advance payments, delegates to the Nuclear Regulatory Commission the responsibility for administering the contract with complete authority to take any action on behalf of the Government under the terms and conditions of the contract; provided, however that the contracting agency shall give advance notice to the SBA before it issues a final notice terminating the right of the subcontractor to proceed with further performance, either in whole or in part, under the contract.

(3) That payments to be made under the contract will be made directly to the subcontractor by the contracting activity.

(4) To notify the Nuclear Regulatory Commission Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.

(5) That the subcontractor awarded a subcontract hereunder shall have the right of appeal from decisions of the cognizant Contracting Officer under the "Disputes" clause of the subcontract.

(b) The offeror/subcontractor agrees and acknowledges that it will, for and on behalf of the SBA, fulfill and perform all of the requirements of the contract.

(c) The offeror/subcontractor agrees that it will not subcontract the performance of any of the requirements of this subcontract to any lower tier subcontractor without the prior written approval of the SBA and the cognizant Contracting Officer of the Nuclear Regulatory Commission.

C.8 52.228-5 INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

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

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective--

(1) For such period as the laws of the State in which this contract is to be performed prescribe; or

(2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

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

C.9 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>

52.219-14	LIMITATIONS ON SUBCONTRACTING	DEC 1996
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	SEP 2007
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.245-1	GOVERNMENT PROPERTY	AUG 2010
52.245-9	USE AND CHARGES	AUG 2010
52.223-6	DRUG-FREE WORKPLACE	MAY 2001

(End of Addendum to 52.212-4)

C.10 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JUL 2010)

(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) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104 (g)).

(2) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (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 (APR 2010)(Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

(4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2010) (Pub. L. 109-282) (31 U.S.C. 6101 note).

(5) 52.204-11, American Recovery and Reinvestment Act-Reporting Requirements (JUL 2010) (Pub. L. 111-5).

(6) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).

(7) 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).

(8) [Reserved]

(9)(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.

(10)(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.

(11) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).

(12)(i) 52.219-9, Small Business Subcontracting Plan (JUL 2010) (15 U.S.C. 637(d)(4)).

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

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

- (iv) Alternate III (JUL 2010) of 52.219-9.
- (13) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).
- (14) 52.219-16, Liquidated Damages--Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- (15)(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.
- (16) 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).
- (17) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (18) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).
- (19) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2009) (15 U.S.C. 632(a)(2)).
- (20) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- (21) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JUL 2010) (E.O. 13126).
- (22) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- (23) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- (24) 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).
- (25) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).
- (26) 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).
- (27) 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.)
- (28)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (29) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).
- (30)(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.

- (31) 52.225-1, Buy American Act--Supplies (FEB 2009) (41 U.S.C. 10a-10d).
- (32)(i) 52.225-3, Buy American Act--Free Trade Agreements-- Israeli Trade Act (JUN 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53 and 109-169, 109-283, and 110-138).
- (ii) Alternate I (Jan 2004) of 52.225-3.
- (iii) Alternate II (Jan 2004) of 52.225-3.
- (33) 52.225-5, Trade Agreements (AUG 2009) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- (34) 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).
- (35) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- (36) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- (37) 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)).
- (38) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- (39) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).
- (40) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).
- (41) 52.232-36, Payment by Third Party (FEB 2010) (31 U.S.C. 3332).
- (42) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- (43)(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:

- (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).
- (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

Employee Class	Monetary Wage-Fringe Benefits
Forklift Operator	\$18.02/hr – \$3.50
Material Coordinator	\$22.03/hr – \$3.50
Material Expediter	\$22.03/hr – \$3.50
Material Handling Laborer	\$13.83/hr – \$3.50

Order Filer	\$15.09/hr – \$3.50
Warehouse Specialist	\$18.02/hr – \$3.50
Truck Driver, Heavy	\$19.18/hr – \$3.50

(3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (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 (Sep 2009) (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 (FEB 2009) (41 U.S.C. 351, et seq.).

(7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009)(Pub. L. 110-247)

(8) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008) (31 U.S.C. 5112(p)(1)).

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

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

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

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

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) 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 (APR 2010) (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) [Reserved]

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

(v) 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).

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

(vii) [Removed and reserved]

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

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 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.).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (FEB 2009)(41 U.S.C. 351, et seq.).

(xii) 52.222-54, Employee Eligibility Verification (JAN 2009)

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009)(Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 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.11 PROJECT OFFICER AUTHORITY ALTERNATE 2 (FEBRUARY 2004)

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

NAME: Mr. William C. Herron Jr.
 ADDRESS: U.S. Nuclear Regulatory Commission
 NRC Warehouse
 5008 Boiling Brook Parkway
 Rockville, MD 20852
 TELEPHONE: (301) 492-0051
 FAX: (301) 492-0054
 EMAIL: Bill.Herron@nrc.gov

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

NAME: Mr. Bruce Ridgely
 ADDRESS: U.S. Nuclear Regulatory Commission

11555 Rockville Pike
M/S: O-4-D15
Rockville, MD 20852

TELEPHONE: (301) 415-2161
FAX: (301) 415-3296
EMAIL: Bruce.Ridgely@nrc.gov

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

NAME: Mr. Rodney Jarvis
ADDRESS: U.S. Nuclear Regulatory Commission
11555 Rockville Pike
M/S: O-4-D15
Rockville, Maryland 20852
TELEPHONE: (301) 415-0214
FAX: (301) 415-3269
EMAIL: Rodney.Jarvis@nrc.gov

(d) The project officer shall:

- (1) Place delivery orders for items required under this contract up to the amount obligated on the contract award document.
- (2) Monitor contractor performance and recommend changes in requirements to the contracting officer.
- (3) Inspect and accept products/services provided under the contract.
- (4) Review all contractor invoices/vouchers requesting payment for Products/services provided under the contract and make recommendations for approval, disapproval, or suspension.
- (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.

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

C.12 COMPLIANCE WITH U.S. IMMIGRATION LAWS AND REGULATIONS (MAY 2002)

NRC contractors are responsible to ensure that their alien personnel are not in violation of United States immigration laws and regulations, including employment authorization documents and visa requirements. Each alien employee of the Contractor must be lawfully admitted for permanent residence as evidenced by Permanent Resident Card Form I-551, or must present other evidence from the U.S. Department of Homeland Security/U.S. Citizenship and Immigration Services that employment will not affect his/her immigration status. The U.S. Citizenship and Immigration Services provides information to contractors to help them understand the employment eligibility verification process for non-US citizens. This information can be found on their website, www.uscis.gov.

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

C.13 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.14 GOVERNMENT FURNISHED EQUIPMENT/PROPERTY (JANUARY 2001)

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

(1) VEHICLES

<u>QUANTITY</u>	<u>DESCRIPTION</u>
2 each	Box truck < 26,000 lbs. GVW, manual/automatic transmission, air-brakes and lift gate
1 each	Van, extended length, manual/automatic or sedan type automobile.

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

(2) 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

(3) 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.

(b) The above listed equipment/property is hereby transferred from contract/agreement NRC-10-09-372.

(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.15 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.

C.16 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.17 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.18 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.

C.19 DRUG FREE WORKPLACE TESTING: UNESCORTED ACCESS TO NUCLEAR FACILITIES, ACCESS TO CLASSIFIED INFORMATION OR SAFEGUARDS INFORMATION, OR PERFORMING IN SPECIALLY SENSITIVE POSITIONS (DEC 2008)

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" found at: <http://www.nrc.gov/reading-rm/foia/privacy-systems.html>

C.20 AUTHORITY TO USE GOVERNMENT PROVIDED SPACE AT NRC HEADQUARTERS (JUL 2007)

Prior to occupying any government provided space at NRC HQs in Rockville Maryland, the Contractor shall obtain written authorization to occupy specifically designated government space, via the NRC Project Officer, from the Chief, Space Design Branch, ADSPC. Failure to obtain this prior authorization can result in one, or a combination, of the following remedies as deemed appropriate by the Contracting Officer.

- (1) Rental charge for the space occupied will be deducted from the invoice amount due the Contractor
- (2) Removal from the space occupied
- (3) Contract Termination

C.21 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.22 PROHIBITION OF FUNDING TO ACORN (NOV 2009)

In accordance with section 163 of the Continuing Appropriations Resolution, 2010, Division B of Public Law No. 111-68 (CR), until further notice, no federal funds may be provided to the Association of Community Organizations for Reform Now (ACORN), or any of its affiliates, subsidiaries, or allied organizations. Additional information can be found at: http://www.whitehouse.gov/omb/assets/memoranda_2010/m10-02.pdf

C.23 REDUCING TEXT MESSAGING WHILE DRIVING (OCT 2009)

(a) In accordance with Section 4 of Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," (October 1, 2009), the Contractor or Recipient is encouraged to:

(1) Adopt and enforce policies that ban text messaging while driving company-owned or rented vehicles or Government-owned vehicles, or while driving privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government; and

(2) Consider new rules and programs to further the policies described in (a)(1), reevaluate existing programs to prohibit text messaging while driving, and conduct education, awareness, and other outreach programs for employees about the safety risks associated with text messaging while driving. These initiatives should encourage voluntary compliance with the text messaging policy while off duty.

(b) For purposes of complying with the Executive Order:

(1) "Texting" or "Text Messaging" means reading from or entering data into any handheld or other electronic device, including for the purpose of SMS texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication.

(2) "Driving" means operating a motor vehicle on an active roadway with the motor running, including while temporarily stationary because of traffic, a traffic light or stop sign, or otherwise. It does not include operating a motor vehicle with or without the motor running when one has pulled over to the side of, or off, an active roadway and has halted in a location where one can safely remain stationary.

(c) The Contractor or Recipient shall encourage its subcontractor(s) or sub-recipient(s) to adopt and enforce the policies and initiatives described in this clause.

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

ATTACHMENT	DESCRIPTION	DATE	PAGES
1	STATEMENT OF WORK	NOV 2010	15
2	NRC FORM 187, CONTRACT SECURITY AND/OR CLASSIFICATION REQUIREMENTS	NOV 2010	2
3	DEPARTMENT OF LABOR WAGE DETERMINATION	NOV 2010	10
4	BILLING INSTRUCTIONS FOR FIXED PRICE CONTRACTS	JUNE 2008	2
5	BILLING INSTRUCTIONS FOR LABOR HOUR/TIME AND MATERIALS TYPE CONTRACTS	JUNE 2008	4

STATEMENT OF WORK: LABOR SERVICES AND EQUIPMENT MOVING SUPPORT**S.1. OBJECTIVE**

The purpose of this contract is to provide the U.S. Nuclear Regulatory Commission (NRC) headquarters location in Rockville, Maryland, four current interim locations and future sites as designated by the NRC, and on rare occasions regional facilities and the Technical Training Center (TTC) 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 S.2(a) 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 S.2(b) below for description). Any reference to the NRC within this contract shall mean any and all locations listed above.

S.2. MANDATORY PERFORMANCE REQUIREMENTS

The Contractor shall perform the requirements listed herein during the period of this contract or any option period.

S.2(a) PERFORM ONGOING DAILY LABOR SERVICES

The Contractor shall perform a wide variety of warehousing and labor support services, including 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 small office moves (up to 10 workstations per day) 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 require 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.

WORKLOAD: Historical data has shown the daily services routinely requires at a minimum the effort of five full-time contract personnel with one person performing as the on-site Project Manager, 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 Monday through Friday (except Federal holidays) for 8 continuous hours (except for a lunch break that does not exceed 45 minutes) between the hours of 6:00 a.m. - 6:00 p.m., with the starting time/location for commencement of services each day to be determined by the NRC Project Officer (PO). Current 8-hour workday is 7:15 a.m. to 4:00 p.m. (includes lunch break).

S.2(a)1 PROVIDE ON-SITE SUPERVISION, SUPPORT, AND QUALITY CONTROL FOR ALL SERVICES PERFORMED

The Contractor shall provide a "Project Manager" to perform and oversee all services performed by the contract staff each workday. The Project Manager shall ensure all services are performed in an efficient manner, without the need for the NRC PO to provide repetitive directions/guidance for completion of tasks. The Contractor shall provide the Project Manager, Working Foreman, and Truck Driver with a cellular telephone for use in daily communications.

The Contractor shall provide personnel in the labor categories described (refer to (i) – (iv) below for description) that possess the skills and abilities mandated by each position to accomplish the required daily services. Staffing to perform daily tasks at multiple locations and at concurrent times is required.

(i) Title: Project Manager

Location: NRC

Duties and Responsibilities:

The Project Manager shall:

- Conduct warehouse operations, assist in maintaining automated databases, and provide 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.
- Utilize expert knowledge of configuration and designs to ensure accessibility and maximum utilization of space in conjunction with fire and safety regulations. Have above average writing skills.
- Supervise and coordinate activities of workers engaged in loading, unloading, recording, arranging, routing, and delivery of incoming and outgoing furniture and equipment.
- Respond to customer inquiries and problem solving in a professional and effective manner.
- Prepare and update parts catalogs, manuals, and related documentation.
- Possess knowledge of inventory practices to maintain and control personal properties and abilities to conduct inventories and reconcile findings.
- Maintain manual and automated records for requisitioning, receiving and storing supplies, furniture, and equipment.
- Be able to determine sources of supply and shipping modes.
- Inspect, compile, and report all discrepancies involving execution and delivery of services and goods (furniture and equipment) under contract with the NRC. Inspect and ensure that NRC property received is in accordance with the purchase agreement.
- Possess the skill to interpret drawings, plan furniture installation activities, perform installation assembly, disassembly, and relocation of furniture components and shelving, including computer components in accordance to plans provided and maintain a safe working environment.
- Ensure the workforce is properly trained in all safety requirements and monitor and enforce all safety rules and regulations.
- Maintain all Contractor staff time sheets.
- Possess a valid state driver's license and a good driving record.
- Be capable of safely operating a box truck < 26,000 lbs. Gross Vehicle Weight (GVW) with manual/automatic transmission, air-brakes, and lift gate in an urban/city environment and other vehicles below that weight such as a van, pick-up truck or automobile.
- Readily complete all duties as assigned.

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 Microsoft Word
- Proficient in Microsoft Office 2007
- Proficient in Office Automation Applications
- A High School Diploma or General Equivalency Diploma is required

(ii) Title: Working Foreman

Location: NRC

Duties and Responsibilities:

The Working Foreman shall:

- Possess a valid state driver's license and a good driving record.
- Be capable of safely operating a box truck < 26,000 lbs. GVW with manual/automatic transmission, air-brakes, and lift gate in an urban/city environment and other vehicles below that weight such as a van, pick-up truck or automobile.
- Be capable of loading, unloading and moving heavy bulky furniture, equipment or expensive delicate laboratory or computer equipment.
- Check to see that loads are properly secured and rated weight capacity is strictly enforced.
- Utilize knowledge of NRC furniture and equipment, pull and stage equipment for shipment to various sites, package equipment for shipment and prepare the necessary paperwork.
- Possess the ability to assemble furniture and equipment.
- Assist the Project Manager in coordinating activities of workers engaged in loading, unloading, recording, arranging, routing, and delivering incoming and outgoing furniture and equipment.
- Possess knowledge of inventory practices to maintain and control personal properties; ability to conduct inventories.
- Assist with planning daily/weekly activities and coordinating the efficient conduct of the contract personnel.
- Assist in maintaining automated databases.
- Inspect, compile, and report all discrepancies involving execution and delivery of services and goods (furniture and equipment) under contract with the NRC. Ensure the workforce is properly trained in all safety requirements and monitor and enforce all safety rules and regulations.
- Readily complete all duties as assigned.
- Maintain contractor staff time sheets when Project Manager is out of office.

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 Microsoft Word
- Proficient in Microsoft Office 2007
- Proficient in Office Automation Applications
- A High School Diploma or General Equivalency Diploma is Required

(iii) Title: Truck Driver

Location: NRC

Duties and Responsibilities:

The Truck Driver shall:

- Possess a valid state driver's license and a good driving record.
- Be capable of safely operating a box truck < 26,000 lbs. GVW with manual/automatic transmission, air-brakes, and lift gate in an urban/city environment and other vehicles below that weight such as a van, pick-up truck or automobile.
- Be capable of loading, unloading, and moving heavy bulky furniture, equipment or expensive, delicate laboratory or computer equipment using proper techniques. Check to see that loads are properly secured and rated weight capacity is strictly enforced.
- Utilize knowledge of NRC furniture and equipment, pull and stage equipment for shipment to various sites, package equipment for shipment and prepare the necessary paperwork.
- Possess the ability to assemble furniture and equipment.
- Readily complete all duties as assigned.

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

(iv) Title: Warehouse Specialist

Location: NRC

Duties and Responsibilities:

The Warehouse Specialist shall:

- Possess the ability to read and interpret NRC forms and documentation. Possess knowledge of NRC inventory numbering systems.
- Maintains effective customer service for all internal and external customers at all times.
- Possess a valid state driver's license and a good driving record.
- Be capable of loading, unloading, and moving heavy bulky furniture and equipment or expensive, delicate laboratory or computer equipment using proper techniques.
- Utilize knowledge of NRC furniture and equipment, pull and stage equipment for shipment to various sites, package equipment for shipment and prepare the necessary paperwork.
- Possess the ability to assemble furniture and equipment.
- Readily complete all duties as assigned.

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

S.2(b) PERFORM TEMPORARY INCREASED WORKLOAD ON AS-NEEDED BASIS

ESTIMATED LEVEL OF EFFORT: Historical data has shown that the NRC experiences temporary increases in workload and requires that additional resources be available on an on-call basis. Services will consist of providing extra material handler(s) for several days each month, tractor trailer(s) with driver(s), straight truck(s) with lift gate(s) and driver(s) and file packer(s). Additional work/resources shall be ordered by the NRC PO or designated alternate with the submission of a supplemental support work order to the Contractor. See Attachment 1 for sample supplemental support work order.

The Contractor shall provide personnel in the labor categories described (refer to (i) – (iii) below for description) that possess the skills and abilities mandated by each position to accomplish the required services on an as-needed basis. Staffing to perform tasks as-needed at multiple locations and at concurrent times may be required.

(i) Title: Material Handler

Location: NRC

Duties and Responsibilities:

The Material Handler shall:

- Be capable of loading, unloading, and moving heavy bulky furniture and equipment or expensive delicate laboratory or computer equipment.
- Possess the ability to learn the NRC inventory numbering system.
- Possess a valid state driver's license and good driving record.
- Readily complete all duties as assigned.

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

(ii) Title: Packer Library-File

Location: NRC

Duties and Responsibilities:

The Packer Library-File shall:

- Be capable of loading files, records, books and like type library materials in a manner that maintains the library in proper sequence by marking the exterior of the package with necessary information required to make sure unloading of libraries occurs in the specific sequence.
- Load and unload libraries onto vehicles.
- Load and unload libraries onto or from pallets, trays, racks and shelves by hand.
- Stack, separate, count, wrap, label and palletize libraries for relocation.
- Possess a valid state driver's license and good driving record.
- Readily complete all duties as assigned.

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 Operate Hand-truck, Dollies and Stevedore
- Proficient in Utilizing a Variety of Specialized Moving Supplies to Include Bubble Wrap, Shrink Wrap, Library Carts, Boxes and Containers
- A High School Diploma or General Equivalency Diploma is Required

(ii) Title: Truck Driver-Tractor Trailer

Location: NRC

Duties and Responsibilities:

The Truck Driver-Tractor Trailer shall:

- Have the necessary license (CDL or equivalent) to operate tractor trailer vehicle.
- Drive truck to destination, applying knowledge of commercial driving regulations and skill in maneuvering vehicle in difficult situations, for example narrow passageways, alleys and loading docks.
- Maintains driver log according to Interstate Commerce Commission regulations.
- Assist with loading and unloading vehicles.
- Secure loads to prevent damage to items being transported.
- Possess a valid state driver's license and good driving record.
- Readily complete all duties as assigned.

Physical Requirements:

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

Skills:

- Drives Gasoline or Diesel Powered Tractor-Trailer Combination to Transport and Deliver Products, Furniture, and Equipment in Loose or Packaged Form

- Listening Skills
- Multi-Tasking Ability
- Read, Speak, and Write the English Language
- Proficient in Utilizing a Variety of Specialized Moving Supplies to Include Library Carts, Boxes and Containers
- A High School Diploma or General Equivalency Diploma is Required

S.2(b)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:

S.2(b)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 meet the qualifications stated herein for the applicable labor category listed below, and have been determined by NRC Security to be suitable for on-site unescorted access to NRC facilities.

<u>LABOR CATEGORY</u>	<u>MINIMUM QUANTITY OF PERSONNEL IN THE POOL</u>
1. Project Manager	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 it employs 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 5 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 within 1 day by the Program Manager.

S.2(b)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 the qualifications stated herein for the applicable labor category listed below, but these personnel are not required to have passed the NRC requirements for on-site unescorted access to NRC facilities. The Contractor personnel are required to possess a valid government issued photo identification (i.e., Drivers License, Age of Majority Card).

MINIMUM QUANTITY OF

<u>LABOR CATEGORY</u>	<u>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

S.2(b)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) approximately 2.5 feet x 4 feet long	5 each
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 IT items)	10 each
8. Systems-furniture panel carts	10 each
9. Truck-cargo tie-down straps	30 each
10. Moving blankets for padding furniture (approximately 6 feet x 8 feet)	200 each
11. Sufficient hand and power tools necessary to assemble or disassemble general office furniture (screwdrivers, pliers, wrenches, etc.)	

S.2(c) 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.

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

The Contractor's Project Manager shall keep the NRC PO informed of the status of all NRC service requests. The Project Manager 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. Contract 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.

S.2(e) PROVIDE TIMELY PERFORMANCE OF SERVICE REQUESTS

The Contractor shall ensure contract staff begins performance of NRC service requests at the location, time, and date designated by NRC. 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 regional facility or the TTC.

S.2(f) PROTECTION OF NRC FACILITIES, EQUIPMENT AND FURNITURE

The Contractor shall provide NRC with contract staff who are proficient in the safe, efficient operation of the NRC furnished warehousing, and moving equipment listed herein in Subsection S.8(a-c). The Contractor shall ensure contract staff always operates all equipment in a safe, efficient manner, and in accordance with any and all safety regulations and/or manufacturers recommendations.

S.2(g) 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 service request.

S.2(g)1 REQUIRED INSURANCE

The Contractor shall, at its own expense, procure and maintain, during the entire period of performance of this contract, the minimum kinds and amounts of insurance required by the FAR, 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.

S.2(g)2 LIABILITY FOR DAMAGE OR INJURY

The Contractor shall assume responsibility for all damages or injury to persons or property occasioned through 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 held harmless against claims for damages or injury in any such case.

S.2(g)3 LIABILITY FOR EMPLOYEE CONDUCT

The Contractor shall be responsible for ensuring the Contractor's employees adhere to all Federal and State laws and regulations during performance of an NRC service 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, never draft or read text messages while operating vehicles or other moving equipment, secure government vehicles by locking doors and windows when unattended, and at all times maintain the cleanliness of government vehicles.

S.2(h) SAFE TRANSPORT OF NRC ITEMS

The Contractor shall ensure that NRC items/property handled/transported by the contracted staff is 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.

S.2(i) 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.

S.2(j) 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.

S.2(k) CONTRACTOR WORK HOURS

Listed herein in Subsection S.2.(k)1 and S.2.(k)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 service request for any Contractor personnel arriving late for any reason, at no charge to NRC.

S.2(k)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 45 minutes). The current 8-hour workday is 7:15 a.m. to 4:00 p.m. (includes lunch break).

S.2(k)2 WEEKNIGHT & WEEKEND HOURS

Generally, "Weeknight Hours" begin after 6:00 p.m., Monday through Thursday, and end before 6:00 a.m. the following day. The current weeknight hours begin after 4:00 p.m., Monday through Thursday, and end before 7:15 a.m. the following day. Generally, "Weekend Hours" are defined as those hours after 6:00 p.m. on Friday through 6:00 a.m. the following Monday. Currently, weekend hours begin after 4:00 p.m. on a Friday and end before 7:15 a.m. the following Monday.

S.2(l) 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.

S.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 Manager 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).

S.4. NRC PERSONNEL AUTHORIZED TO PLACE SERVICE REQUESTS

In addition to the NRC Contracting Officer, the following NRC personnel are authorized to place NRC service 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	240-375-6651
2. Bruce Ridgely (1 st Alternate)	301-415-2161	240-417-9716
3. Rod Jarvis (2 nd Alternate)	301-415-0214	240-417-3840

Any of the NRC authorized personnel listed above are authorized to cancel part of or an entire supplemental support work order at any time. NRC will provide written notice of cancellation to the Contractor by amending the original NRC supplemental support work order. NRC reserves the right to cancel all or part of any supplemental support work order at no charge by providing written notification to the Contractor of the cancellation at least 2-hours before the date and time that the order was to begin as specified in the supplemental support work order.

S.5. SPECIFIC PERFORMANCE MEASUREMENTS AND INCENTIVES

S.5(a) DOCUMENTATION FOR PROPERTY

S.5(a)1 REQUIREMENT

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

S.5(a)2 STANDARD

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

S.5(a)3 MEASUREMENT

Review by NRC PO.

S.5(a)4 DISINCENTIVES

Number per month	Disincentive
0-1	No deduction
2-4	\$100.00
5-7	\$200.00
8-10	\$300.00

S.5(a)5 NOTIFICATION

The NRC PO shall notify the Contractor in writing of any deficiencies found in the Contractor's work.

S.5(b) PRIORITIZATION OF WORK

S.5(b)1 REQUIREMENT

Complete assignments in accordance with NRC priorities.

S.5(b)2 STANDARD

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

S.5(b)3 MEASUREMENT

Review by NRC PO.

S.5(b)4 DISINCENTIVES

Number per month	Disincentive
0-1	No deduction
2-4	\$100.00

5-7	\$200.00
8-10	\$300.00

S.5(b)5 NOTIFICATION

The NRC PO shall notify the Contractor in writing of any deficiencies found in the Contractor's work.

S.5(c) PROVISION OF SECURITY PACKAGES

S.5(c)1 REQUIREMENT

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

S.5(c)2 STANDARDS

Submit security packages in the time frames established by S.2(b)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 5 days replacement security packages for any individual disapproved by NRC or any individual no longer available to perform under this contract.

S.5(c)3 MEASUREMENT

Review by NRC PO.

S.5(c)4 DISINCENTIVES

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

S.5(c)5 NOTIFICATION

The NRC PO shall notify the Contractor in writing of any deficiencies found in the Contractor's work.

S.5(d) ACCURACY OF WAREHOUSE DUTIES

S.5(d)1 REQUIREMENT

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

S.5(d)2 STANDARD

Not more than three errors per month.

S.5(d)3 MEASUREMENT

Review by NRC PO.

S.5(d)4 DISINCENTIVES

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

S.5(d)5 NOTIFICATION

The NRC PO shall notify the Contractor in writing of any deficiencies found in the Contractor's work.

S.5(e) STAFFING OF EMPLOYEES

S.5(e)1 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 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.

S.5(e)2 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 (e.g., auto accident).

S.5(e)3 MEASUREMENT

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

S.5(e) 4 DISINCENTIVES

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

SUPPLEMENTAL SUPPORT WORK ORDER

U.S. Nuclear Regulatory Commission Contract # NRC-HQ-11-X-10-XXXX Work Order # XXX				
1. Date		2. Work Order Title		
3. NRC Project Officer		4. NRC Project Officer E-mail Address		5. NRC Project Officer Phone Number
6. NRC Equipment/Materials Provided:				
7. Description of Services Required : X (number) employees (labor category breakdown below) on Month, Day, Year to assist the Property and Labor Services Branch with XXX (description of services). Services are required from XX:XX am/pm to XX:XX am/pm.				
Price/Cost Schedule				
Date	Labor Category	Qty. of Labor Category	Hrs. Required	Labor Rate per Hour
Estimated Cost				
Acknowledgment and Acceptance of Work Order				
Signature and Title – Contractor			Date	
Signature - NRC Project Officer			Date	

NRC FORM 187, CONTRACT SECURITY AND/OR CLASSIFICATION REQUIREMENTS

<p>NRC FORM 187 (7-2008) NRCMD 12</p> <p style="text-align: center;">U.S. NUCLEAR REGULATORY COMMISSION</p> <p style="text-align: center;">CONTRACT SECURITY AND/OR CLASSIFICATION REQUIREMENTS</p>		<p>AUTHORITY The policies, procedures, and criteria of the NRC Security Program, NRCMD 12, apply to performance of this contract, subcontract or other activity.</p> <p>COMPLETE CLASSIFIED ITEMS BY SEPARATE CORRESPONDENCE</p>																																																																	
<p>1. CONTRACTOR NAME AND ADDRESS</p> <p>CC&C Management Services, LLC 4405 East-West Highway Bethesda, Md. 20814-4532</p>		<p>A. CONTRACT NUMBER FOR COMMERCIAL CONTRACTS OR JOB CODE FOR DOE PROJECTS (Prime contract number must be shown for all subcontracts.)</p> <p>B. PROJECTED START DATE C. PROJECTED COMPLETION DATE</p> <p>01/01/2011 12/31/2015</p>																																																																	
<p>2. TYPE OF SUBMISSION</p> <p><input checked="" type="checkbox"/> A. ORIGINAL</p> <p><input type="checkbox"/> B. REVISED (Supersedes all previous submissions)</p> <p><input type="checkbox"/> C. OTHER (Specify)</p>																																																																			
<p>3. FOR FOLLOW-ON CONTRACT, ENTER PRECEDING CONTRACT NUMBER AND PROJECTED COMPLETION DATE</p> <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:25%; border: 1px solid black;"> <p>A. DOES NOT APPLY <input type="checkbox"/></p> </td> <td style="width:50%; border: 1px solid black;"> <p>B. CONTRACT NUMBER</p> <p style="text-align: center;">NRC-10-09-372</p> </td> <td style="width:25%; border: 1px solid black;"> <p>DATE</p> <p style="text-align: center;">12/31/2010</p> </td> </tr> </table>				<p>A. DOES NOT APPLY <input type="checkbox"/></p>	<p>B. CONTRACT NUMBER</p> <p style="text-align: center;">NRC-10-09-372</p>	<p>DATE</p> <p style="text-align: center;">12/31/2010</p>																																																													
<p>A. DOES NOT APPLY <input type="checkbox"/></p>	<p>B. CONTRACT NUMBER</p> <p style="text-align: center;">NRC-10-09-372</p>	<p>DATE</p> <p style="text-align: center;">12/31/2010</p>																																																																	
<p>4. PROJECT TITLE AND OTHER IDENTIFYING INFORMATION</p> <p>LABOR SERVICES AND EQUIPMENT MOVING SUPPORT</p> <p>Provide the agency with labor services and equipment moving support to perform office moves, equipment moves and general warehousing support.</p>																																																																			
<p>5. PERFORMANCE WILL REQUIRE</p> <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th rowspan="2" style="width:40%;">A. ACCESS TO CLASSIFIED MATTER OR CLASSIFIED INFORMATION</th> <th rowspan="2" style="width:10%;">NOT APPLICABLE</th> <th colspan="2" style="width:20%;">NATIONAL SECURITY</th> <th colspan="2" style="width:20%;">RESTRICTED DATA</th> </tr> <tr> <th style="width:10%;">SECRET</th> <th style="width:10%;">CONFIDENTIAL</th> <th style="width:10%;">SECRET</th> <th style="width:10%;">CONFIDENTIAL</th> </tr> </thead> <tbody> <tr> <td><input type="checkbox"/> YES (If "YES," answer 1-7 below)</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td><input checked="" type="checkbox"/> NO (If "NO," proceed to 5.C.)</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>1. ACCESS TO FOREIGN INTELLIGENCE INFORMATION</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>2. RECEIPT, STORAGE, OR OTHER SAFEGUARDING OF CLASSIFIED MATTER. (See 5.B.)</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>3. GENERATION OF CLASSIFIED MATTER.</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>4. ACCESS TO CRYPTOGRAPHIC MATERIAL OR OTHER CLASSIFIED COMSEC INFORMATION.</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>5. ACCESS TO CLASSIFIED MATTER OR CLASSIFIED INFORMATION PROCESSED BY ANOTHER AGENCY.</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>6. CLASSIFIED USE OF AN INFORMATION TECHNOLOGY PROCESSING SYSTEM.</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>7. OTHER (Specify)</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </tbody> </table>				A. ACCESS TO CLASSIFIED MATTER OR CLASSIFIED INFORMATION	NOT APPLICABLE	NATIONAL SECURITY		RESTRICTED DATA		SECRET	CONFIDENTIAL	SECRET	CONFIDENTIAL	<input type="checkbox"/> YES (If "YES," answer 1-7 below)						<input checked="" type="checkbox"/> NO (If "NO," proceed to 5.C.)						1. ACCESS TO FOREIGN INTELLIGENCE INFORMATION	<input type="checkbox"/>	2. RECEIPT, STORAGE, OR OTHER SAFEGUARDING OF CLASSIFIED MATTER. (See 5.B.)	<input type="checkbox"/>	3. GENERATION OF CLASSIFIED MATTER.	<input type="checkbox"/>	4. ACCESS TO CRYPTOGRAPHIC MATERIAL OR OTHER CLASSIFIED COMSEC INFORMATION.	<input type="checkbox"/>	5. ACCESS TO CLASSIFIED MATTER OR CLASSIFIED INFORMATION PROCESSED BY ANOTHER AGENCY.	<input type="checkbox"/>	6. CLASSIFIED USE OF AN INFORMATION TECHNOLOGY PROCESSING SYSTEM.	<input type="checkbox"/>	7. OTHER (Specify)	<input type="checkbox"/>																												
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<p>FOR PROCEDURES AND REQUIREMENTS ON PROVIDING TEMPORARY AND FINAL APPROVAL FOR UNESCORTED ACCESS, REFER TO NRCMD 12.</p> <p>NOTE: IMMEDIATELY NOTIFY DRUG PROGRAM STAFF IF BOX 5 A, C, D, G, H, I, OR J IS CHECKED.</p>																																																																			

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

NAME AND TITLE William C. Herron Jr. Storage and Distribution Specialist	SIGNATURE <i>William C. Herron Jr.</i>	DATE <i>3/25/2010</i>
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7. CLASSIFICATION GUIDANCE

NATURE OF CLASSIFIED GUIDANCE IDENTIFICATION OF CLASSIFICATION GUIDES

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

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

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

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

10. APPROVALS

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

NAME (Print or type)	SIGNATURE	DATE
A. DIRECTOR, OFFICE OR DIVISION Peter Rabideau ADM/ADSC	SIGNATURE <i>P. Rabideau</i>	DATE <i>6-15-10</i>
B. DIRECTOR, DIVISION OF FACILITIES AND SECURITY Robert Webber ADM/DFS	SIGNATURE <i>Robert Webber</i>	DATE <i>11/3/10</i>
C. DIRECTOR, DIVISION OF CONTRACTS AND PROPERTY MANAGEMENT (Not applicable to DOE agreements) Jennifer A. Defino, Contracting Officer ADM/DC/MEA	SIGNATURE <i>J. Defino</i>	DATE <i>11/04/2010</i>

REMARKS

DEPARTMENT OF LABOR WAGE DETERMINATION

WD 05-2103 (Rev.-10) was first posted on www.wdol.gov on 06/22/2010

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

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

Shirley F. Ebbesen Division of
Director Wage Determinations

Wage Determination No.: 2005-2103
Revision No.: 10
Date Of Revision: 06/15/2010

States: District of Columbia, Maryland, Virginia

Area: District of Columbia Statewide
Maryland Counties of Calvert, Charles, Frederick, Montgomery, Prince
George's, St Mary's
Virginia Counties of Alexandria, Arlington, Fairfax, Falls Church, Fauquier,
King George, Loudoun, Prince William, Stafford

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		15.08
01012 - Accounting Clerk II		16.92
01013 - Accounting Clerk III		22.30
01020 - Administrative Assistant		31.41
01040 - Court Reporter		21.84
01051 - Data Entry Operator I		14.38
01052 - Data Entry Operator II		15.69
01060 - Dispatcher, Motor Vehicle		17.87
01070 - Document Preparation Clerk		14.21
01090 - Duplicating Machine Operator		14.21
01111 - General Clerk I		14.88
01112 - General Clerk II		16.24
01113 - General Clerk III		18.74
01120 - Housing Referral Assistant		25.29
01141 - Messenger Courier		13.62
01191 - Order Clerk I		15.12
01192 - Order Clerk II		16.50
01261 - Personnel Assistant (Employment) I		18.15
01262 - Personnel Assistant (Employment) II		20.32
01263 - Personnel Assistant (Employment) III		22.65
01270 - Production Control Clerk		22.03
01280 - Receptionist		14.43
01290 - Rental Clerk		16.55
01300 - Scheduler, Maintenance		18.07
01311 - Secretary I		18.07
01312 - Secretary II		20.18
01313 - Secretary III		25.29
01320 - Service Order Dispatcher		16.98
01410 - Supply Technician		28.55
01420 - Survey Worker		20.03
01531 - Travel Clerk I		13.29
01532 - Travel Clerk II		14.36
01533 - Travel Clerk III		15.49
01611 - Word Processor I		15.63
01612 - Word Processor II		17.67
01613 - Word Processor III		19.95

05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	25.26
05010 - Automotive Electrician	23.51
05040 - Automotive Glass Installer	22.15
05070 - Automotive Worker	22.15
05110 - Mobile Equipment Servicer	19.04
05130 - Motor Equipment Metal Mechanic	24.78
05160 - Motor Equipment Metal Worker	22.15
05190 - Motor Vehicle Mechanic	24.78
05220 - Motor Vehicle Mechanic Helper	18.49
05250 - Motor Vehicle Upholstery Worker	21.63
05280 - Motor Vehicle Wrecker	22.15
05310 - Painter, Automotive	23.51
05340 - Radiator Repair Specialist	22.15
05370 - Tire Repairer	14.44
05400 - Transmission Repair Specialist	24.78
07000 - Food Preparation And Service Occupations	
07010 - Baker	13.85
07041 - Cook I	12.55
07042 - Cook II	14.60
07070 - Dishwasher	10.11
07130 - Food Service Worker	10.66
07210 - Meat Cutter	18.08
07260 - Waiter/Waitress	9.70
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	19.86
09040 - Furniture Handler	14.06
09080 - Furniture Refinisher	20.23
09090 - Furniture Refinisher Helper	15.52
09110 - Furniture Repairer, Minor	17.94
09130 - Upholsterer	19.86
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	10.54
11060 - Elevator Operator	10.54
11090 - Gardener	17.52
11122 - Housekeeping Aide	11.83
11150 - Janitor	11.83
11210 - Laborer, Grounds Maintenance	13.07
11240 - Maid or Houseman	11.26
11260 - Pruner	11.58
11270 - Tractor Operator	16.04
11330 - Trail Maintenance Worker	13.07
11360 - Window Cleaner	12.85
12000 - Health Occupations	
12010 - Ambulance Driver	20.41
12011 - Breath Alcohol Technician	20.27
12012 - Certified Occupational Therapist Assistant	23.11
12015 - Certified Physical Therapist Assistant	21.43
12020 - Dental Assistant	17.18
12025 - Dental Hygienist	44.75
12030 - EKG Technician	27.67
12035 - Electroneurodiagnostic Technologist	27.67
12040 - Emergency Medical Technician	20.41
12071 - Licensed Practical Nurse I	19.07
12072 - Licensed Practical Nurse II	21.35
12073 - Licensed Practical Nurse III	24.13
12100 - Medical Assistant	15.01
12130 - Medical Laboratory Technician	18.04
12160 - Medical Record Clerk	17.42
12190 - Medical Record Technician	19.50

12195	- Medical Transcriptionist	18.77
12210	- Nuclear Medicine Technologist	37.60
12221	- Nursing Assistant I	10.80
12222	- Nursing Assistant II	12.14
12223	- Nursing Assistant III	13.98
12224	- Nursing Assistant IV	15.69
12235	- Optical Dispenser	20.17
12236	- Optical Technician	15.80
12250	- Pharmacy Technician	18.12
12280	- Phlebotomist	15.69
12305	- Radiologic Technologist	31.11
12311	- Registered Nurse I	27.64
12312	- Registered Nurse II	33.44
12313	- Registered Nurse II, Specialist	33.44
12314	- Registered Nurse III	40.13
12315	- Registered Nurse III, Anesthetist	40.13
12316	- Registered Nurse IV	48.10
12317	- Scheduler (Drug and Alcohol Testing)	21.73
13000	- Information And Arts Occupations	
13011	- Exhibits Specialist I	19.86
13012	- Exhibits Specialist II	24.61
13013	- Exhibits Specialist III	30.09
13041	- Illustrator I	20.48
13042	- Illustrator II	25.38
13043	- Illustrator III	31.03
13047	- Librarian	33.88
13050	- Library Aide/Clerk	14.21
13054	- Library Information Technology Systems Administrator	30.60
13058	- Library Technician	19.89
13061	- Media Specialist I	18.73
13062	- Media Specialist II	20.95
13063	- Media Specialist III	23.36
13071	- Photographer I	16.65
13072	- Photographer II	18.90
13073	- Photographer III	23.67
13074	- Photographer IV	28.65
13075	- Photographer V	33.76
13110	- Video Teleconference Technician	20.39
14000	- Information Technology Occupations	
14041	- Computer Operator I	18.92
14042	- Computer Operator II	21.18
14043	- Computer Operator III	23.60
14044	- Computer Operator IV	26.22
14045	- Computer Operator V	29.05
14071	- Computer Programmer I (see 1)	26.36
14072	- Computer Programmer II (see 1)	
14073	- Computer Programmer III (see 1)	
14074	- Computer Programmer IV (see 1)	
14101	- Computer Systems Analyst I (see 1)	
14102	- Computer Systems Analyst II (see 1)	
14103	- Computer Systems Analyst III (see 1)	
14150	- Peripheral Equipment Operator	18.92
14160	- Personal Computer Support Technician	26.22
15000	- Instructional Occupations	
15010	- Aircrew Training Devices Instructor (Non-Rated)	36.47
15020	- Aircrew Training Devices Instructor (Rated)	44.06
15030	- Air Crew Training Devices Instructor (Pilot)	52.81
15050	- Computer Based Training Specialist / Instructor	36.47
15060	- Educational Technologist	35.31

15070 - Flight Instructor (Pilot)	52.81
15080 - Graphic Artist	26.80
15090 - Technical Instructor	25.08
15095 - Technical Instructor/Course Developer	30.67
15110 - Test Proctor	20.20
15120 - Tutor	20.20
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	9.88
16030 - Counter Attendant	9.88
16040 - Dry Cleaner	12.94
16070 - Finisher, Flatwork, Machine	9.88
16090 - Presser, Hand	9.88
16110 - Presser, Machine, Drycleaning	9.88
16130 - Presser, Machine, Shirts	9.88
16160 - Presser, Machine, Wearing Apparel, Laundry	9.88
16190 - Sewing Machine Operator	13.78
16220 - Tailor	14.66
16250 - Washer, Machine	10.88
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	21.14
19040 - Tool And Die Maker	23.38
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	18.02
21030 - Material Coordinator	22.03
21040 - Material Expediter	22.03
21050 - Material Handling Laborer	13.83
21071 - Order Filler	15.09
21080 - Production Line Worker (Food Processing)	18.02
21110 - Shipping Packer	15.09
21130 - Shipping/Receiving Clerk	15.09
21140 - Store Worker, I	11.72
21150 - Stock Clerk	16.86
21210 - Tools And Parts Attendant	18.02
21410 - Warehouse Specialist	18.02
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	27.21
23021 - Aircraft Mechanic I	25.83
23022 - Aircraft Mechanic II	27.21
23023 - Aircraft Mechanic III	28.53
23040 - Aircraft Mechanic Helper	17.54
23050 - Aircraft, Painter	24.73
23060 - Aircraft Servicer	19.76
23080 - Aircraft Worker	21.01
23110 - Appliance Mechanic	21.75
23120 - Bicycle Repairer	14.43
23125 - Cable Splicer	26.02
23130 - Carpenter, Maintenance	21.40
23140 - Carpet Layer	20.49
23160 - Electrician, Maintenance	27.98
23181 - Electronics Technician Maintenance I	24.94
23182 - Electronics Technician Maintenance II	26.47
23183 - Electronics Technician Maintenance III	27.89
23260 - Fabric Worker	19.13
23290 - Fire Alarm System Mechanic	22.91
23310 - Fire Extinguisher Repairer	17.62
23311 - Fuel Distribution System Mechanic	22.81
23312 - Fuel Distribution System Operator	19.38
23370 - General Maintenance Worker	21.43
23380 - Ground Support Equipment Mechanic	25.83
23381 - Ground Support Equipment Servicer	19.76

23382 - Ground Support Equipment Worker	21.01
23391 - Gunsmith I	17.62
23392 - Gunsmith II	20.49
23393 - Gunsmith III	22.91
23410 - Heating, Ventilation And Air-Conditioning Mechanic	23.89
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	25.17
23430 - Heavy Equipment Mechanic	22.91
23440 - Heavy Equipment Operator	22.91
23460 - Instrument Mechanic	22.59
23465 - Laboratory/Shelter Mechanic	21.75
23470 - Laborer	14.98
23510 - Locksmith	21.90
23530 - Machinery Maintenance Mechanic	23.12
23550 - Machinist, Maintenance	22.91
23580 - Maintenance Trades Helper	18.27
23591 - Metrology Technician I	22.59
23592 - Metrology Technician II	23.80
23593 - Metrology Technician III	24.96
23640 - Millwright	28.19
23710 - Office Appliance Repairer	22.96
23760 - Painter, Maintenance	21.75
23790 - Pipefitter, Maintenance	24.63
23810 - Plumber, Maintenance	22.29
23820 - Pneudraulic Systems Mechanic	22.91
23850 - Rigger	22.91
23870 - Scale Mechanic	20.49
23890 - Sheet-Metal Worker, Maintenance	22.91
23910 - Small Engine Mechanic	20.49
23931 - Telecommunications Mechanic I	29.95
23932 - Telecommunications Mechanic II	31.55
23950 - Telephone Lineman	27.41
23960 - Welder, Combination, Maintenance	22.91
23965 - Well Driller	22.91
23970 - Woodcraft Worker	22.91
23980 - Woodworker	17.62
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	12.79
24580 - Child Care Center Clerk	17.77
24610 - Chore Aide	10.57
24620 - Family Readiness And Support Services Coordinator	16.90
24630 - Homemaker	18.43
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	27.30
25040 - Sewage Plant Operator	20.84
25070 - Stationary Engineer	27.30
25190 - Ventilation Equipment Tender	19.49
25210 - Water Treatment Plant Operator	20.84
27000 - Protective Service Occupations	
27004 - Alarm Monitor	20.57
27007 - Baggage Inspector	12.71
27008 - Corrections Officer	22.80
27010 - Court Security Officer	24.72
27030 - Detection Dog Handler	20.57
27040 - Detention Officer	22.80
27070 - Firefighter	24.63
27101 - Guard I	12.71
27102 - Guard II	20.57

27131 - Police Officer I	26.52
27132 - Police Officer II	29.67
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.59
28042 - Carnival Equipment Repairer	14.63
28043 - Carnival Equipment Worker	9.24
28210 - Gate Attendant/Gate Tender	13.01
28310 - Lifeguard	11.59
28350 - Park Attendant (Aide)	14.56
28510 - Recreation Aide/Health Facility Attendant	10.62
28515 - Recreation Specialist	18.04
28630 - Sports Official	11.59
28690 - Swimming Pool Operator	18.21
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	23.13
29020 - Hatch Tender	23.13
29030 - Line Handler	23.13
29041 - Stevedore I	21.31
29042 - Stevedore II	24.24
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	39.92
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	26.84
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	29.56
30021 - Archeological Technician I	20.19
30022 - Archeological Technician II	22.60
30023 - Archeological Technician III	27.98
30030 - Cartographic Technician	27.98
30040 - Civil Engineering Technician	26.41
30061 - Drafter/CAD Operator I	20.19
30062 - Drafter/CAD Operator II	22.60
30063 - Drafter/CAD Operator III	25.19
30064 - Drafter/CAD Operator IV	31.00
30081 - Engineering Technician I	22.92
30082 - Engineering Technician II	25.72
30083 - Engineering Technician III	28.79
30084 - Engineering Technician IV	35.64
30085 - Engineering Technician V	43.61
30086 - Engineering Technician VI	52.76
30090 - Environmental Technician	27.41
30210 - Laboratory Technician	23.38
30240 - Mathematical Technician	28.94
30361 - Paralegal/Legal Assistant I	21.36
30362 - Paralegal/Legal Assistant II	26.47
30363 - Paralegal/Legal Assistant III	32.36
30364 - Paralegal/Legal Assistant IV	39.16
30390 - Photo-Optics Technician	27.98
30461 - Technical Writer I	21.93
30462 - Technical Writer II	26.84
30463 - Technical Writer III	32.47
30491 - Unexploded Ordnance (UXO) Technician I	24.74
30492 - Unexploded Ordnance (UXO) Technician II	29.93
30493 - Unexploded Ordnance (UXO) Technician III	35.88
30494 - Unexploded (UXO) Safety Escort	24.74
30495 - Unexploded (UXO) Sweep Personnel	24.74
30620 - Weather Observer, Combined Upper Air Or (see 2)	25.19
Surface Programs	
30621 - Weather Observer, Senior (see 2)	27.98
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	14.32
31030 - Bus Driver	20.85

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

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.50 per hour or \$140.00 per week or \$606.67 per month

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

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

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

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.

400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformance's may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

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

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

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

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

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

** UNIFORM ALLOWANCE **

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

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

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A link to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized

representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

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

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

6) The contractor informs the affected employees.

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

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

BILLING INSTRUCTIONS FOR FIXED PRICE CONTRACTS (JUNE 2008)

General: During performance and through final payment of this contract, the contractor is responsible for the accuracy and completeness of 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 as prescribed herein. **FAILURE TO SUBMIT VOUCHERS/INVOICES IN ACCORDANCE WITH THESE INSTRUCTIONS WILL RESULT IN REJECTION OF THE VOUCHER/INVOICE AS IMPROPER.**

Form: Claims shall be submitted on the payee's letterhead, voucher/invoice, or on the Government's Standard Form 1034, "Public Voucher for Purchases and Services Other than Personal," and Standard Form 1035, "Public Voucher for Purchases Other than Personal--Continuation Sheet."

Number of Copies: A signed original shall be submitted. If the voucher/invoice includes the purchase of any property with an initial acquisition cost of \$50,000 or more, a copy of the signed original is also required.

Designated Agency Billing Office: The preferred method of submitting vouchers/invoices is electronically to the Department of the Interior at NRCPayments@nbc.gov

If the voucher/invoice includes the purchase of any property with an initial acquisition cost of \$50,000 or more, a copy of the signed original shall be electronically sent to: Property@nrc.gov

However, if you submit a hard-copy of the voucher/invoice, it shall be submitted to the following address:

Department of the Interior
National Business Center
Attn: Fiscal Services Branch - D2770
7301 West Mansfield Avenue
Denver, CO 80235-2230

If you submit a hard-copy of the voucher/invoice and it includes the purchase of any property with an initial acquisition cost of \$50,000 or more, a copy of the signed original shall be mailed to the following address:

U.S. Nuclear Regulatory Commission
NRC Property Management Officer
Mail Stop: O-4D15
Washington, DC 20555-0001

HAND-CARRIED SUBMISSIONS WILL NOT BE ACCEPTED

Agency Payment Office: Payment will continue to be made by the office designated in the contract in Block 12 of the Standard Form 26, Block 25 of the Standard Form 33, or Block 18a. of the Standard Form 1449, whichever is applicable.

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

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

1. Contractor's Data Universal Number (DUNS) or DUNS+4 number that identifies the contractor's name and address. The DUNS+4 number is the DUNS number plus a 4-character suffix that may be assigned at the

discretion of the contractor to identify alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.

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

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

Supersession: These instructions supersede any previous billing instructions.

BILLING INSTRUCTIONS FOR LABOR HOUR/TIME AND MATERIALS TYPE CONTRACTS (JUNE 2008)

General: During performance and through final payment of this contract, the contractor is responsible for the accuracy and completeness of 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 as prescribed herein. FAILURE TO SUBMIT VOUCHERS/INVOICES IN ACCORDANCE WITH THESE INSTRUCTIONS WILL RESULT IN REJECTION OF THE VOUCHER/INVOICE AS IMPROPER.

Form: Claims shall be submitted on the payee's letterhead, voucher/invoice, or on the Government's Standard Form 1034, "Public Voucher for Purchases and Services Other than Personal," and Standard Form 1035, "Public Voucher for Purchases Other than Personal--Continuation Sheet."

Number of Copies: A signed original shall be submitted. If the voucher/invoice includes the purchase of any property with an initial acquisition cost of \$50,000 or more, a copy of the signed original is also required.

Designated Agency Billing Office: The preferred method of submitting vouchers/invoices is electronically to the Department of the Interior at NRCPayments@nbc.gov

If the voucher/invoice includes the purchase of any property with an initial acquisition cost of \$50,000 or more, a copy of the signed original shall be electronically sent to: Property@nrc.gov

However, if you submit a hard-copy of the voucher/invoice, it shall be submitted to the following address:

Department of the Interior
National Business Center
Attn: Fiscal Services Branch - D2770
7301 West Mansfield Avenue
Denver, CO 80235-2230

If you submit a hard-copy of the voucher/invoice and it includes the purchase of any property with an initial acquisition cost of \$50,000 or more, a copy of the signed original shall be mailed to the following address:

U.S. Nuclear Regulatory Commission
NRC Property Management Officer
Mail Stop: O-4D15
Washington, DC 20555-0001

HAND-CARRIED SUBMISSIONS WILL NOT BE ACCEPTED

Agency Payment Office: Payment will continue to be made by the office designated in the contract in Block 12 of Standard Form 26, Block 25 of Standard Form 33, or Block 18a. of Standard Form 1449, whichever is applicable.

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

Format: Claims shall be submitted in the format depicted on the attached sample form entitled "Voucher/Invoice for Purchases and Services Other than Personal" (see Attachment 1). The sample format is provided for guidance only. The format is not required for submission of a voucher/invoice. Alternate formats are permissible provided all requirements of the billing instructions are addressed.

Billing of Cost after Expiration of Contract: If costs are incurred during the contract period and claimed after the contract has expired, you must cite the period during which these costs were incurred. To be considered a proper expiration voucher/invoice, the contractor shall clearly mark it "EXPIRATION VOUCHER" or "EXPIRATION INVOICE".

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

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

Supersession: These instructions supersede any previous billing instructions.

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

1. Official Agency Billing Office

Department of the Interior
National Business Center
Attn: Fiscal Services Branch - D2770
7301 West Mansfield Avenue
Denver, CO 80235-2230

2. Voucher Information

- a. Payee's DUNS Number or DUNS+4. The Payee shall include the Payee's Data Universal Number (DUNS) or DUNS+4 number that identifies the Payee's name and address. The DUNS+4 number is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the Payee to identify alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.
- b. 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).
- c. Contract Number. Insert the NRC contract number.
- d. Voucher/Invoice. The appropriate sequential number of the voucher/invoice, beginning with 001 should be designated. Contractors may also include an individual internal accounting number, if desired, in addition to the 3-digit sequential number.
- e. Date of Voucher/Invoice. Insert the date the voucher/invoice is prepared.
- f. Billing period. Insert the beginning and ending dates (day, month, and year) of the period during which costs were incurred and for which reimbursement is claimed.
- g. Required Attachments (Supporting Documentation).** 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 activities to be performed under the contract/purchase order. The contractor shall include incurred costs for: (1) travel, (2) materials, including non-capitalized equipment and supplies, (3) capitalized nonexpendable equipment, (4) materials handling fee, (5) consultants (supporting information must include the name, hourly or daily rate of the consultant, and reference the NRC approval), and (6) subcontracts (include separate detailed breakdown of all costs paid to approved subcontractors during the billing period) with the required supporting documentation, as well as the cumulative total of each cost, billed to date by activity.

3. Definitions

- a. Non-capitalized Equipment, Materials, and Supplies. These are equipment other than that described in number (4) below, plus consumable materials, supplies. List by category. List items valued at \$1,000 or more separately. Provide the item number for each piece of equipment valued at \$1,000 or more.

b. Capitalized Non Expendable Equipment. List each item costing \$50,000 or more and having a life expectancy of more than one year. List only those items of equipment for which reimbursement is requested. For each such item, list the following (as applicable): (a) the item number for the specific piece of equipment listed in the property schedule of the contract; or (b) the Contracting Officer's approval letter if the equipment is not covered by the property schedule.

c. Material handling costs. When included as part of material costs, material handling costs shall include only costs clearly excluded from the labor-hour rate. Material handling costs may include all appropriate indirect costs allocated to direct materials in accordance with the contractor's usual accounting procedures.

Sample Voucher Information (Supporting Documentation must be attached)

This voucher/invoice represents reimbursable costs for the billing period from _____ through _____.

	<u>Current Period</u>	<u>Amount Billed</u> <u>Cumulative</u>
(f) <u>Direct Costs:</u>		
(1) Direct Labor	\$ _____	\$ _____
(2) Travel	\$ _____	\$ _____
(3) Materials	\$ _____	\$ _____
(4) Equipment	\$ _____	\$ _____
(5) Materials Handling Fee	\$ _____	\$ _____
(6) Consultants	\$ _____	\$ _____
(7) Subcontracts	\$ _____	\$ _____
 Total Direct Costs:	 \$ _____	 \$ _____