

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

1. REQUISITION NO. ADM-11-130
FAIMIS: 112197

PAGE 1 OF 85

2. CONTRACT NO. NRC-HQ-11-C-10-0040

3. AWARD/EFFECTIVE DATE 05-01-2011

4. ORDER NO.

5. SOLICITATION NUMBER

6. SOLICITATION ISSUE DATE

7. FOR SOLICITATION INFORMATION CALL:
a. NAME Jennifer 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
 HUBZONE SMALL BUSINESS
 SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS 8(A)

NAICS: 541513
SIZE STANDARD: \$25.0 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/ Directorate for Space Design Branch
Attn: William Harris, M/S: TWB-05-18M
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 015229300 FACILITY CODE

3LINKS TECHNOLOGIES, INC

8701 GEORGIA AVE STE 705

SILVER SPRING MD 209103713
TELEPHONE NO. (301) 588-8292

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

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

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

19. ITEM NO.	20. See CONTINUATION Page SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<p>The Contractor shall provide the U.S. Nuclear Regulatory Commission (NRC) with "NRC Space Management and Design Services" as described in Attachment 1, "Statement of Work" and in accordance with the terms and conditions this contract.</p> <p>Title: "NRC Space Management and Design Services"</p> <p>Period of Performance: Base Year: May 01, 2011 through November 30, 2011 Option Year One: December 01, 2011 through November 30, 2012 Option Year Two: December 01, 2012 through November 30, 2013 Option Year Three: December 01, 2013 through November 30, 2014 Option Year Four: December 01, 2014 through November 30, 2015</p> <p>NRC Project Officer: William Harris Phone: (301) 492-3651; Email: William.Harris@nrc.gov</p> <p>SBA Requirement Number: 0353/10/000315</p> <p>(Use Reverse and/or Attach Additional Sheets as Necessary)</p>				

25. ACCOUNTING AND APPROPRIATION DATA
B&R: 2011-40-51-F-127 JCN: D2320 BOC: 252A APPR NO: X0200
FAIMIS: 112197 DUNS: 015229300 NAICS: 541513 PSC: D303
OBLIGATE: \$375,000.00

26. TOTAL AWARD AMOUNT (For Govt. Use Only)
\$441,638.60

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
William Harris

30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)
William Harris President

30c. DATE SIGNED
4-7-11

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)
Stephen Pool

31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)
Stephen Pool
Contracting Officer

31c. DATE SIGNED
4-7-11

SUNSI REVIEW COMPLETE

TEMPLATE - ADM001

APR 8 2011

ADM002

Table of Contents

SECTION A	A-1
A.1 SF 1449 SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS.....	A-1
SECTION B - CONTINUATION BLOCK	B-1
B.1 PROJECT TITLE.....	B-1
B.2 BRIEF DESCRIPTION OF WORK (MAR 1987).....	B-1
B.3 DURATION OF CONTRACT PERIOD (MAR 1987) ALTERNATE 4 (JUN 1988).....	B-1
B.4 PRICE/COST SCHEDULE	B-1
B.5 HYBRID CONTRACT TYPE.....	B-3
B.6 CONSIDERATION AND OBLIGATION--FIRM FIXED PRICE (JUN 1988)	B-3
B.7 CONSIDERATION AND OBLIGATION—LABOR HOUR.....	B-3
SECTION C - CONTRACT CLAUSES	C-1
C.1 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (JUN 2010)C-1 ADDENDUM TO FAR 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS.....	C-6
C.2 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JAN 2011) ALTERNATE I (JAN 2011)	C-6
C.3 52.216-18 ORDERING (OCT 1995)	C-6
C.4 52.216-19 ORDER LIMITATIONS (OCT 1995)	C-6
C.5 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)	C-7
C.6 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000).....	C-7
C.7 52.219-17 SECTION 8(a) AWARD (DEC 1996)	C-7
C.8 52.228-5 INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997)	C-8
C.9 52.232-7 PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS (FEB 2007) ALTERNATE I (FEB 2007).....	C-8
C.10 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998).....	C-12
C.11 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MAR 2011).....	C-12
C.12 2052.215-71 PROJECT OFFICER AUTHORITY (NOVEMBER 2006)	C-17
C.13 2052.215-70 KEY PERSONNEL (JAN 1993)	C-19
C.14 GOVERNMENT FURNISHED EQUIPMENT/PROPERTY (JANUARY 2001).....	C-19
C.15 COMPLIANCE WITH U.S. IMMIGRATION LAWS AND REGULATIONS (MAY 2002) .	C-20
C.16 WHISTLEBLOWER PROTECTION FOR NRC CONTRACTOR AND SUBCONTRACTOR EMPLOYEES (JULY 2006).....	C-20
C.17 AUTHORITY TO USE GOVERNMENT PROVIDED SPACE AT NRC HEADQUARTERS (JUL 2007).....	C-20
C.18 2052.204.70 SECURITY (MAR 2004)	C-21
C.19 2052.204-71 BADGE REQUIREMENTS FOR UNESCORTED BUILDING ACCESS TO NRC FACILITIES (MAR 2006).....	C-22
C.20 SECURITY REQUIREMENTS FOR BUILDING ACCESS APPROVAL (JUL 2007)	C-23
C.21 DRUG FREE WORKPLACE TESTING: UNESCORTED ACCESS TO NUCLEAR FACILITIES, ACCESS TO CLASSIFIED INFORMATION OR SAFEGUARDS INFORMATION, OR PERFORMING IN SPECIALLY SENSITIVE POSITIONS (DEC 2008)C-24	C-24
C.22 SECURITY REQUIREMENTS FOR INFORMATION TECHNOLOGY LEVEL I OR LEVEL II ACCESS APPROVAL (JUL 2007).....	C-25
C.23 APPROPRIATE USE OF GOVERNMENT FURNISHED INFORMATION TECHNOLOGY (IT) EQUIPMENT AND/ OR IT SERVICES/ ACCESS (MARCH 2002).....	C-27
C.24 NRC INFORMATION TECHNOLOGY SECURITY TRAINING (AUG 2003)	C-27
C.25 CONTRACTOR RESPONSIBILITY FOR PROTECTING PERSONALLY IDENTIFIABLE INFORMATION (PII) (JUN 2009)	C-28

C.26 PROHIBITION OF FUNDING TO ACORN (NOV 2009) C-29

C.27 REDUCING TEXT MESSAGING WHILE DRIVING (OCT 2009) C-29

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS D-1

SECTION B - CONTINUATION BLOCK

B.1 PROJECT TITLE

The title of this project is as follows: **NRC Space Management and Design Services**

B.2 BRIEF DESCRIPTION OF WORK (MAR 1987)

The contractor shall provide space management and design support services for NRC's occupied facilities.

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

The ordering period for this contract shall commence on May 01, 2011 and will expire on November 30, 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.

B.4 PRICE/COST SCHEDULE

Base Period: May 01, 2011 through November 30, 2011					
FIXED PRICE CONTRACT LINE ITEMS (CLINs) \$					
CLIN	DESCRIPTION	QUANTITY	UNIT	RATE	TOTAL
0001	Fixed Price Ongoing Daily Services	[REDACTED]	Month	[REDACTED]	[REDACTED]
LABOR HOUR LINE ITEMS - AS NEEDED BASIS & (NOT-TO-EXCEED SPECIFIED HOURS)					
CLIN	DESCRIPTION	EST. QUANTITY	UNIT	UNIT RATE	TOTAL
0002	Architect	[REDACTED]	Hour	[REDACTED]	[REDACTED]
0003	Data Analyst	[REDACTED]	Hour	[REDACTED]	[REDACTED]
TOTAL BASE YEAR CEILING					\$441,638.60

Option Year One: December 01, 2011 through November 30, 2012					
FIXED PRICE CONTRACT LINE ITEMS (CLINs) \$					
CLIN	DESCRIPTION	QUANTITY	UNIT	RATE	TOTAL
1001	Fixed Price Ongoing Daily Services	[REDACTED]	Month	[REDACTED]	[REDACTED]
LABOR HOUR LINE ITEMS - AS NEEDED BASIS (NOT-TO-EXCEED SPECIFIED HOURS) &					
CLIN	DESCRIPTION	EST. QUANTITY	UNIT	UNIT RATE	TOTAL
1002	Architect	[REDACTED]	Hour	[REDACTED]	[REDACTED]
1003	Data Analyst	[REDACTED]	Hour	[REDACTED]	[REDACTED]

TOTAL OPTION YEAR ONE CEILING					\$757,177.44
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Option Year Two: December 01, 2012 through November 30, 2013					
FIXED PRICE CONTRACT LINE ITEMS (CLINs) \$					
CLIN	DESCRIPTION	QUANTITY	UNIT	RATE	TOTAL
2001	Fixed Price Ongoing Daily Services	[REDACTED]	Month	[REDACTED]	[REDACTED]
LABOR HOUR LINE ITEMS - AS NEEDED BASIS (NOT-TO-EXCEED SPECIFIED HOURS) &					
CLIN	DESCRIPTION	EST. QUANTITY	UNIT	UNIT RATE	TOTAL
2002	Architect	[REDACTED]	Hour	[REDACTED]	[REDACTED]
2003	Data Analyst	[REDACTED]	Hour	[REDACTED]	[REDACTED]
TOTAL OPTION YEAR TWO CEILING					\$813,036.08

Option Year Three: December 01, 2013 through November 30, 2014					
FIXED PRICE CONTRACT LINE ITEMS (CLINs) \$					
CLIN	DESCRIPTION	QUANTITY	UNIT	RATE	TOTAL
3001	Fixed Price Ongoing Daily Services	[REDACTED]	Month	[REDACTED]	[REDACTED]
LABOR HOUR LINE ITEMS - AS NEEDED BASIS (NOT-TO-EXCEED SPECIFIED HOURS) &					
CLIN	DESCRIPTION	EST. QUANTITY	UNIT	UNIT RATE	TOTAL
3002	Architect	[REDACTED]	Hour	[REDACTED]	[REDACTED]
3003	Data Analyst	[REDACTED]	Hour	[REDACTED]	[REDACTED]
TOTAL OPTION YEAR THREE CEILING					\$844,432.00

Option Year Four: December 01, 2014 through November 30, 2015					
FIXED PRICE CONTRACT LINE ITEMS (CLINs) \$					
CLIN	DESCRIPTION	QUANTITY	UNIT	RATE	TOTAL
4001	Fixed Price Ongoing Daily Services	[REDACTED]	Month	[REDACTED]	[REDACTED]
LABOR HOUR LINE ITEMS - AS NEEDED BASIS (NOT-TO-EXCEED SPECIFIED HOURS) &					
CLIN	DESCRIPTION	EST. QUANTITY	UNIT	UNIT RATE	TOTAL
4002	Architect	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

4003	Data Analyst		Hour		
TOTAL OPTION YEAR FOUR CEILING					\$868,067.46

GRAND TOTAL --- \$3,724,351.58
 =====

B.5 HYBRID CONTRACT TYPE

The contract type is a hybrid containing: Fixed price and Labor Hour 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 LABOR-HOUR line items only.

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

The ceiling for the firm fixed price portion (CLIN 0001) of this contract is \$342,833.40 (fully funded).

& B.7 CONSIDERATION AND OBLIGATION—LABOR HOUR

(a) The total estimated amount of this contract (ceiling) for the labor hour portion (CLIN 0002 & 0003) under this contract is \$98,805.20. The Contracting Officer may unilaterally increase this amount as necessary for orders to be placed with the contractor during the contract period provided such orders are within any maximum ordering limitation prescribed under this contract.

(b) The amount presently obligated with respect to this contract is for the labor hour portion \$32,166.60. The Contracting Officer or Project Officer may issue work 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 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JAN 2011) ALTERNATE I (JAN 2011)

(a)(1) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the Central Contractor Registration database at <http://www.ccr.gov>.

(2) At the first semi-annual update on or after April 15, 2011, the Contractor shall post again any required information that the Contractor posted prior to April 15, 2011.

(b)(1) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(2) The Contractor will have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3)(i) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

(ii) As required by section 3010 of Public Law 111-212, all information posted in FAPIS on or after April 15, 2011, except past performance reviews, will be publicly available.

& C.3 52.216-18 ORDERING (OCT 1995)

(a) Any services to be furnished under this contract shall be ordered by issuance of work orders by the Contracting Officer or Project Officer. Such orders may be issued from date of award through date of contract expiration.

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

(c) If mailed, a work 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.4 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 \$400,000.00;

(2) Any order for a combination of items in excess of \$400,000.00; 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.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 30 days of contract expiration.

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 15 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 52.232-7 PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS (FEB 2007) ALTERNATE I (FEB 2007)

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

(a) Hourly rate.

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

(i) Performed by the Contractor;

(ii) Performed by the subcontractors; or

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

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

(3) The hourly rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will

not be paid to the extent the work is performed by employees that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.

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

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

- (i) Individual daily job timekeeping records;
- (ii) Records that verify the employees meet the qualifications for the labor categories specified in the contract; or
- (iii) Other substantiation approved by the Contracting Officer.

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

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

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

(b) Materials.

(1) For the purposes of this clause--

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

(ii) Materials means--

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

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

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

(D) Applicable indirect costs.

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

(i) Quantities being acquired; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(f) Audit. At any time before final payment under this contract, the Contracting Officer may request audit of the vouchers and supporting documentation. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding vouchers, that are found by the Contracting Officer or authorized representative not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. Upon receipt and approval of the voucher designated by the Contractor as the "completion voucher" and supporting documentation, and upon compliance by the Contractor with all terms of this contract (including, without limitation, terms relating to patents and the terms of paragraph (g) of this clause), the Government shall promptly pay any balance due the Contractor. The completion voucher, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

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

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

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

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

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

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

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

(i) Interim payments on contracts for services. For interim payments made prior to the final payment under this contract, the Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(j) The terms of this clause that govern reimbursement for materials furnished are considered to have been deleted.

C.10 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN 2011
52.224-1	PRIVACY ACT NOTIFICATION	APR 1984
52.224-2	PRIVACY ACT	APR 1984
52.227-14	RIGHTS IN DATA--GENERAL	DEC 2007
52.227-19	COMMERCIAL COMPUTER SOFTWARE LICENSE	DEC 2007
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.245-1	GOVERNMENT PROPERTY	AUG 2010
52.245-9	USE AND CHARGES	AUG 2010

(End of Addendum to 52.212-4)

C.11 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MAR 2011)

(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:

[X] (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) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (DEC 2010) (31 U.S.C. 6101 note). (Applies to contracts over \$30,000). (Not applicable to subcontracts for the acquisition of commercially available off-the-shelf items).
- (7) 52.219-3, Notice of Total HUBZone Set-Aside or Sole-Source Award (JAN 2011) (15 U.S.C. 657a).
- (8) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- (9) [Reserved]
- (10)(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.
- (11)(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.
- (12) 52.219-8, Utilization of Small Business Concerns (JAN 2011) (15 U.S.C. 637(d)(2) and (3)).
- (13)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2011) (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.
- (14) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).
- (15) 52.219-16, Liquidated Damages--Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- (16)(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.

- (17) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (DEC 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (18) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (19) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).
- (20) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2009) (15 U.S.C 632(a)(2)).
- (21) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- (22) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JUL 2010) (E.O. 13126).
- (23) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- (24) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- (25) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).
- (26) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).
- (27) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).
- (28) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- (29) 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.)
- (30)(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.)
- (31) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).
- (32)(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.
- (33) 52.223-18, Contractor Policy to Ban Text Messaging while Driving (SEP 2010) (E.O. 13513).
- (34) 52.225-1, Buy American Act--Supplies (FEB 2009) (41 U.S.C. 10a-10d).
- (35)(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.
- (36) 52.225-5, Trade Agreements (AUG 2009) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- (37) 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).
- (38) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- (39) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- (40) 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)).
- (41) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- (42) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).
- (43) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).
- (44) 52.232-36, Payment by Third Party (FEB 2010) (31 U.S.C. 3332).
- (45) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- (46)(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
*See attached Department of Labor Wage Determination	

- (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 (DEC 2010) (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 \$650,000 (\$1.5 million 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 Veterans (SEP 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(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.12 2052.215-71 PROJECT OFFICER AUTHORITY (NOVEMBER 2006)

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

Name: William Harris

Address: U.S. Nuclear Regulatory Commission
11555 Rockville Pike
M/S: TWB-05-18M
Rockville, MD 20852

Telephone Number: (301) 492-3651

Email Address: William.Harris@nrc.gov

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

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

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

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

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

(1) Constitutes an assignment of work outside the general scope of the contract.

(2) Constitutes a change as defined in the "Changes" clause of this contract.

(3) In any way causes an increase or decrease in the total estimated contract cost, the fixed fee, if any, or the time required for contract performance.

(4) Changes any of the expressed terms, conditions, or specifications of the contract.

(5) Terminates the contract, settles any claim or dispute arising under the contract, or issues any unilateral directive whatever.

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

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

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

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

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

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

(1) Monitor the contractor's technical progress, including surveillance and assessment of performance, and recommend to the contracting officer changes in requirements.

(2) Assist the contractor in the resolution of technical problems encountered during performance.

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

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

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

(6) Ensure that all contractor employees that require access to classified Restricted Data or National Security Information or matter, access to sensitive unclassified information (Safeguards, Official Use Only, and Proprietary information) access to sensitive IT systems or data, unescorted access to NRC controlled buildings/space, or

unescorted access to protected and vital areas of nuclear power plants receive approval of SB/DFS prior to access in accordance with Management Directive and Handbook 12.3.

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

C.13 2052.215-70 KEY PERSONNEL (JAN 1993)

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

Labor Category	Name
[REDACTED]	[REDACTED]

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

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

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

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

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

(a) The NRC will provide the contractor with the following items for use under this contract:
The contractor will be provided a work area in NRC occupied space with computers loaded with current versions of SPMS and AutoCAD software, in addition to the NRC standard software including Microsoft Office.

(b) The above listed equipment/property is hereby transferred from contract/agreement NRC-10-09-409.

(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 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.16 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.17 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.18 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.19 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.20 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 arcotics 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.21 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.22 SECURITY REQUIREMENTS FOR INFORMATION TECHNOLOGY LEVEL I OR LEVEL II ACCESS APPROVAL (JUL 2007)

The proposer/Contractor must identify all individuals and propose the level of Information Technology (IT) approval for each, using the following guidance. The NRC sponsoring office shall make the final determination of the level, if any, of IT approval required for all individuals working under this contract. The Government shall have and exercise full and complete control and discretion over granting, denying, withholding, or terminating IT access approvals for individuals performing work under this contract.

The Contractor shall conduct a preliminary security interview or review for each IT level I or II access approval Contractor applicant and submit to the Government only the names of candidates that have a reasonable probability of obtaining the level of IT security access for which the candidate has been proposed. The Contractor will 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 ten 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 signed Contractor's pre-screening record or review will 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 IT 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 pre-screening record and IT access security applications (submitted for candidates that have a reasonable probability of obtaining the level of security assurance 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.

SECURITY REQUIREMENTS FOR IT LEVEL I

Performance under this contract will involve prime Contractor personnel, subcontractors or others who perform services requiring direct access to or operate agency sensitive information technology systems or data (IT Level I). The IT Level I involves responsibility for the planning, direction, and implementation of a computer security program; major responsibility for the direction, planning, and design of a computer system, including hardware and software; or the capability to access a computer system during its operation or maintenance in such a way that could cause or that has a relatively high risk of causing grave damage; or the capability to realize a significant personal gain from computer access.

A Contractor employee shall not have access to sensitive information technology systems or data until he/she is approved by FSB/DFS. Temporary IT access may be approved based on a favorable review or adjudication of their security forms and checks. Final IT access may be approved based on a favorably review or adjudication. However, temporary access authorization approval will be revoked and the employee may subsequently be denied IT access in the event the employee's investigation cannot be favorably adjudicated. Such an employee will not be authorized to work under any NRC contract requiring IT access without the approval of FSB/DFS. Where temporary access authorization has been revoked or denied, the Contractor is responsible for assigning another individual to perform the necessary work under this contract without delay to the contract's performance schedule, or without adverse impact to any other terms or conditions of the contract. When an individual receives final IT access, the individual will be subject to a reinvestigation every ten years.

The Contractor shall submit a completed security forms packet, including the OPM Standard Form (SF) 85P (Questionnaire for Public Trust Positions), two copies of the Contractor's signed pre-screening record and two FD 258 fingerprint charts, through the PO to FSB/DFS for review and favorable adjudication, prior to the individual performing work under this contract. The Contractor shall assure that all forms are accurate, complete, and legible. Based on FSB/DFS review of the Contractor applicant's security forms and/or the receipt of adverse information by NRC, the individual may be denied access to NRC facilities, sensitive information technology systems or data until a final determination is made of his/her eligibility.

In accordance with NRCAR 2052.204 70 "Security," IT Level I Contractors shall be subject to the attached NRC Form 187 (See Section J for List of Attachments) and SF- 85P which furnishes the basis for providing security requirements to prime Contractors, subcontractors or others (e.g., bidders) who have or may have an NRC contractual relationship which requires access to or operation of agency sensitive information technology systems or remote development and/or analysis of sensitive information technology systems or data or other access to such systems and data; access on a continuing basis (in excess more than 30 calendar days) to NRC buildings; or otherwise requires issuance of an unescorted NRC badge.

SECURITY REQUIREMENTS FOR IT LEVEL II

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

The IT Level II involves responsibility for the planning, design, operation, or maintenance of a computer system and all other computer or IT positions.

A Contractor employee shall not have access to sensitive information technology systems or data until he/she is approved by FSB/DFS. Temporary access may be approved based on a favorable review of their security forms and checks. Final IT access may be approved based on a favorably adjudication. However, temporary access authorization approval will be revoked and the employee may subsequently be denied IT access in the event the employee's investigation cannot be favorably adjudicated. Such an employee will not be authorized to work under any NRC contract requiring IT access without the approval of FSB/DFS. Where temporary access authorization has been revoked or denied, the Contractor is responsible for assigning another individual to perform the necessary work under this contract without delay to the contract's performance schedule, or without adverse impact to any other terms or conditions of the contract. When an individual receives final IT access, the individual will be subject to a review or reinvestigation every ten years.

The Contractor shall submit a completed security forms packet, including the OPM Standard Form (SF) 85P (Questionnaire for Public Trust Positions), two copies of the Contractor's signed pre-screening record and two FD 258 fingerprint charts, through the PO to FSB/DFS for review and favorable adjudication, prior to the individual performing work under this contract. The Contractor shall assure that all forms are accurate, complete, and legible. Based on FSB/DFS review of the Contractor applicant's security forms and/or the receipt of adverse information by NRC, the individual may be denied access to NRC facilities, sensitive information technology systems or data until a final determination is made of his/her eligibility.

In accordance with NRCAR 2052.204 70 "Security," IT Level II Contractors shall be subject to the attached NRC Form 187 (See Section J for List of Attachments), SF- 85P, and Contractor's record of the pre-screening which furnishes the basis for providing security requirements to prime Contractors, subcontractors or others (e.g. bidders) who have or may have an NRC contractual relationship which requires access to or operation of agency sensitive information technology systems or remote development and/or analysis of sensitive information technology systems or data or other access to such systems or data; access on a continuing basis (in excess of more than 30 calendar days) to NRC buildings; or otherwise requires issuance of an unescorted NRC badge.

CANCELLATION OR TERMINATION OF IT ACCESS/REQUEST

When a request for IT access is to be withdrawn or canceled, the Contractor shall immediately notify the PO by telephone in order that he/she will immediately contact FSB/DFS so that the access review may be promptly discontinued. The notification shall contain the full name of the individual, and the date of the request. Telephone notifications must be promptly confirmed by the Contractor in writing to the PO who will forward the confirmation via email to FSB/DFS. Additionally, FSB/DFS must be immediately notified in writing when an individual no longer requires access to NRC sensitive automated information technology systems or data, including the voluntary or involuntary separation of employment of an individual who has been approved for or is being processed for IT access.

C.23 APPROPRIATE USE OF GOVERNMENT FURNISHED INFORMATION TECHNOLOGY (IT) EQUIPMENT AND/ OR IT SERVICES/ ACCESS (MARCH 2002)

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

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

C.24 NRC INFORMATION TECHNOLOGY SECURITY TRAINING (AUG 2003)

NRC contractors shall ensure that their employees, consultants, and subcontractors with access to the agency's information technology (IT) equipment and/or IT services complete NRC's online initial and refresher IT security training requirements to ensure that their knowledge of IT threats, vulnerabilities, and associated countermeasures remains current. Both the initial and refresher IT security training courses generally last an hour or less and can be taken during the employee's regularly scheduled work day.

Contractor employees, consultants, and subcontractors shall complete the NRC's online, "Computer Security Awareness" course on the same day that they receive access to the agency's IT equipment and/or services, as their first action using the equipment/service. For those contractor employees, consultants, and subcontractors who are already working under this contract, the on-line training must be completed in accordance with agency Network Announcements issued throughout the year 2003 within three weeks of issuance of this modification.

Contractor employees, consultants, and subcontractors who have been granted access to NRC information technology equipment and/or IT services must continue to take IT security refresher training offered online by the NRC throughout the term of the contract. Contractor employees will receive notice of NRC's online IT security refresher training requirements through agency-wide notices.

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

C.25 CONTRACTOR RESPONSIBILITY FOR PROTECTING PERSONALLY IDENTIFIABLE INFORMATION (PII) (JUN 2009)

In accordance with the Office of Management and Budget's guidance to Federal agencies and the Nuclear Regulatory Commission's (NRC) implementing policy and procedures, a contractor (including subcontractors and contractor employees), who performs work on behalf of the NRC, is responsible for protecting, from unauthorized access or disclosure, personally identifiable information (PII) that may be provided, developed, maintained, collected, used, or disseminated, whether in paper, electronic, or other format, during performance of this contract.

A contractor who has access to NRC owned or controlled PII, whether provided to the contractor by the NRC or developed, maintained, collected, used, or disseminated by the contractor during the course of contract performance, must comply with the following requirements:

(1) **General.** In addition to implementing the specific requirements set forth in this clause, the contractor must adhere to all other applicable NRC guidance, policy and requirements for the handling and protection of NRC owned or controlled PII. The contractor is responsible for making sure that it has an adequate understanding of such guidance, policy and requirements.

(2) **Use, Ownership, and Nondisclosure.** A contractor may use NRC owned or controlled PII solely for purposes of this contract, and may not collect or use such PII for any purpose outside the contract without the prior written approval of the NRC Contracting Officer. The contractor must restrict access to such information to only those contractor employees who need the information to perform work under this contract, and must ensure that each such contractor employee (including subcontractors' employees) signs a nondisclosure agreement, in a form suitable to the NRC Contracting Officer, prior to being granted access to the information. The NRC retains sole ownership and rights to its PII. Unless the contract states otherwise, upon completion of the contract, the contractor must turn over all PII in its possession to the NRC, and must certify in writing that it has not retained any NRC owned or controlled PII except as otherwise authorized in writing by the NRC Contracting Officer.

(3) **Security Plan.** When applicable, and unless waived in writing by the NRC Contracting Officer, the contractor must work with the NRC to develop and implement a security plan setting forth adequate procedures for the protection of NRC owned or controlled PII as well as the procedures which the contractor must follow for notifying the NRC in the event of any security breach. The plan will be incorporated into the contract and must be implemented and followed by the contractor once it has been approved by the NRC Contracting Officer. If the contract does not include a security plan at the time of contract award, a plan must be submitted for the approval of the NRC Contracting Officer within 30 days after contract award.

(4) **Breach Notification.** The contractor must immediately notify the NRC Contracting Officer and the NRC Project Officer upon discovery of any suspected or confirmed breach in the security of NRC owned or controlled PII.

(5) **Legal Demands for Information.** If a legal demand is made for NRC owned or controlled PII (such as by subpoena), the contractor must immediately notify the NRC Contracting Officer and the NRC Project Officer. After notification, the NRC will determine whether and to what extent to comply with the legal demand. The Contracting Officer will then notify the contractor in writing of the determination and such notice will indicate the extent of

disclosure authorized, if any. The contractor may only release the information specifically demanded with the written permission of the NRC Contracting Officer.

(6) Audits. The NRC may audit the contractor's compliance with the requirements of this clause, including through the use of online compliance software.

(7) Flow-down. The prime contractor will flow this clause down to subcontractors that would be covered by any portion of this clause, as if they were the prime contractor.

(8) Remedies:

(a) The contractor is responsible for implementing and maintaining adequate security controls to prevent the loss of control or unauthorized disclosure of NRC owned or controlled PII in its possession. Furthermore, the contractor is responsible for reporting any known or suspected loss of control or unauthorized access to PII to the NRC in accordance with the provisions set forth in Article 4 above.

(b) Should the contractor fail to meet its responsibilities under this clause, the NRC reserves the right to take appropriate steps to mitigate the contractor's violation of this clause. This may include, at the sole discretion of the NRC, termination of the subject contract.

(9) Indemnification. Notwithstanding any other remedies available to the NRC, the contractor will indemnify the NRC against all liability (including costs and fees) for any damages arising out of violations of this clause.

C.26 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.27 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	31
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

ATTACHMENT 1: STATEMENT OF WORK FOR NRC SPACE MANAGEMENT AND DESIGN SERVICES**I. Background**

The U.S. Nuclear Regulatory Commission (NRC) has approximately 4,500 staff and onsite contractors occupying approximately 1.9 million square feet of NRC office space in seven buildings in the Rockville and Bethesda, Maryland area and six buildings in the regional areas.

ADM currently oversees space planning for the following NRC facilities:

1. One White Flint North Building
11555 Rockville Pike
Rockville, MD 20852
(Approximately 480,000 square feet of office space and 1,350 seats)
2. Two White Flint North Building
11545 Rockville Pike
Rockville, MD 20852
(Approximately 640,000 square feet of office space and 1,600 seats)
3. Executive Boulevard Building (interim location)
6003 Executive Boulevard
Rockville, MD 20852
(Approximately 81,500 square feet of office space and 280 seats)
4. Gateway Building (GW) (interim location)
7201 Wisconsin Avenue
Bethesda, MD 20814
(Approximately 41,500 square feet of office space and 90 seats)
5. Twinbrook Building (interim location)
12300 Twinbrook Parkway
Rockville, MD 20852
(Approximately 45,000 square feet of office space and 160 seats)
6. Church Street Building (interim location)
21 Church Street
Rockville, MD 20850
(Approximately 74,100 square feet of office space and 290 seats)
7. NRC Warehouse
5000 Boiling Brook Parkway
Rockville, MD 20852
(Approximately 21,000 square feet of office space and 5 seats)
8. Region 1 Building
475 Allendale Road
King of Prussia, PA 19406
(Approximately 62,500 square feet of office space and 220 seats)
9. Region 2 Building
Marquis One Tower
245 Peachtree Center Avenue North East, Suite 1200
Atlanta, GA 30303

(Approximately 252,000 square feet of office space and 324 seats)

10. Region 3 Building
2443 Warrenville Road, Suite 210
Lisle, IL 60532
(Approximately 66,900 square feet of office space and 220 seats)
11. Region 4 Building
Texas Health Resources Tower
612 East Lamar Boulevard, Suite 400
Arlington, TX 76011
(Approximately 68,800 square feet of office space and 170 occupants)
12. Technical Training Center
Osborne Office Center
5746 Marlin Road, Suite 200
Chattanooga, TN 37411
(Approximately 10,000 square feet of office space and 30 seats)
13. High Level Waste Management Office
1551 Hillshire Drive, Suite A
Las Vegas, NV 89137
(Approximately 26,600 square feet of office space and 1 occupant)

Within these NRC locations, over 1,000 personnel moves are conducted in a typical year. In addition, NRC expects to move approximately 1,300 to 1,400 headquarters staff to a new 358,000 square foot location at 11601 Station Street, Rockville, Maryland 20852 referred to as the Three White Flint North (3WFN) building in late 2012. As part of the 3WFN occupancy, all of the four current NRC headquarters interim locations are planned to be phased out.

The Office of Administration (ADM) is responsible for the efficient utilization of NRC office space. To effectively carry out this responsibility, ADM must continuously monitor the current use of NRC office space while working with the NRC offices and regions to identify and plan for their upcoming space requirements. The space design process entails considering each office's current allocation of office space against their current and projected organizational and functional requirements in order to plan appropriate adjustments to their space allocation and/or configuration.

ADM works with the designated representatives for each office to obtain information updates on current space configurations and space occupancy. These office representatives have online access to the ADM Space Planning and Property Management System (SPMS) to review SPMS data and provide ADM with proposed information updates.

II. Objective

The objective of this contract is to acquire space management and design support services for NRC's occupied facilities. The contract will include two service levels.

For the basic level of space management and design support, ADM has historically required the services of one Project Manager, one Data Analyst, and one AutoCAD Specialist to:

- (1) assist with data gathering activities including on-site surveys and analysis; and
- (2) update ADM records of current space configuration, utilization, and occupancy data in the NRC's SPMS software application for up to 200 personnel moves and the associated space design changes per month.

For the optional level of service to meet emerging needs, ADM requires additional Data Analyst, AutoCAD, and Architectural Design services on an on-call, as-needed basis to:

- (1) update ADM records to reflect current space configuration, utilization and occupancy data in the NRC's SPMS software application when the monthly volume exceeds the basic service level of 200 personnel moves and the associated space design changes per month.
- (2) perform occasional space requirements analysis; and/or
- (3) develop space utilization options with proposed recommendations.

III. Requirements for the Basic Level of Service

A. Requirements:

1. ADM requires the services of one Project Manager to:
 - a. Assist with facility and project management by coordinating work assignments between the Data Analyst and AutoCAD Specialist.
 - b. Track projects and assignments issued by the NRC Project Officer (PO) and assign office space in SPMS as directed by the PO.
 - c. Adjust weekly office space allocations in SPMS. Review weekly program data which includes information on: (1) current personnel staffing levels with staffing projections by organization; and (2) future space needs including adjacency requirements and space configuration criteria. Compare the information to the SPMS data and update the SPMS as required. Prepare information to be reflected on the vacant space and occupancy report.
 - d. Provide the NRC PO with weekly space reports including limited (workstations limited for occupancy, i.e., adjacent to sensitive areas), non-limited (workstations available for occupancy), contractor occupied space, vacancy rates and other requested information such as conference room usage. Prepare information to be reflected on the Weekly Space Report (Refer to Attachment 1).
 - e. Weekly space reporting shall include:
 - i. Space occupancy report
 - ii. Conference room occupancy report
 - iii. Contractors and consultants compared to NRC staff occupancy report
 - iv. Contractor and consultant totals occupancy report
 - v. Contractor/consultant gains and losses report
 - vi. NRC headquarters – Employee hiring and losses report
 - vii. Space forecast report for future space requirements
 - viii. Related space reports requested by the P.O.
2. ADM requires the services of one Data Analyst to:
 - a. Conduct weekly onsite survey inspections of all occupied NRC headquarters office space to validate the accuracy of information in the SPMS, i.e., noting changes in occupancy or space usage and space plan changes.
 - b. After completing the weekly survey inspection, input any changes in space occupancy or usage, and space plan changes into the SPMS.

- c. Input daily space occupancy data updates into the SPMS based on information provided by the NRC PO on employee moves, new employees hired, and employees leaving the agency. This data shall be updated into the SPMS within 2 days of the contractor's receipt of the information.
 - d. The contractor shall review daily space occupancy information as it is submitted by designated representatives from each NRC office, clarify ambiguities in the data received, and resolve any data discrepancies between the SPMS and space occupancy information provided by the NRC office representative. The contractor shall update the SPMS immediately following the resolution.
 - e. Provide current SPMS data that shall include daily updates of:
 - i. Information about NRC occupied space (consistent with the sample SPMS data submittal in Attachment 2)
 - ii. NRC organizational information (consistent with the sample data submittal in Attachment 3)
 - iii. NRC occupant information (consistent with the sample data submittal in Attachment 4)
3. ADM requires the services of one AutoCAD Specialist to:
- a. Update space configuration drawings in the SPMS based on weekly onsite survey inspections and direction from the NRC PO.
 - b. Maintain and update AutoCAD drawings each week that include:
 - i. Single line (Polyline) drawings (Refer to Attachment 5)
 - ii. Base building drawings (Refer to Attachment 6)

All drawings and data shall be current at a minimum of 99 percent accuracy.

B. Deliverables:

1. Current AutoCAD formatted drawings that shall include:
 - a. Single line (Polyline) drawings (Refer to Attachment 5).
 - b. Base building drawings (Refer to Attachment 6).
 - c. Current SPMS Data that shall include:
 - i. Information about NRC occupied space (Refer to Attachment 2).
 - ii. NRC organizational information (Refer to Attachment 3).
 - iii. NRC space allocation information (Refer to Attachment 4).
2. Weekly space reporting that shall include:
 - a. Space occupancy report;
 - b. Conference room occupancy report;
 - c. Contractors and consultants compared to NRC staff occupancy report;
 - d. Contractor and consultant totals occupancy report;
 - e. Contractor/consultant gains and losses report;
 - f. NRC headquarters - Entrance On Duty gains and losses report; and
 - g. Space forecast report for future space requirements (Refer to Attachment 1).

Upon request by the NRC PO, custom reports shall be published in Microsoft Word, or Excel and Adobe Portable Document Format. All other reports shall be published from SPMS report or data format.

C. Standards:

1. All drawings and SPMS data shall be kept current and updated so that by the end of each week the SPMS data is a minimum of 99 percent accurate.
2. Updated drawings and data shall be available to all users on the SPMS on a continuing daily basis.
3. All reports covered under the Weekly Space Reporting requirements shall be provided to the NRC PO no later than close of business every Tuesday.

Upon request by the NRC PO, custom reports shall be published in Microsoft Word, or Excel and Adobe PDF format. All other reports shall be published from SPMS report or data format.

IV. Requirements that Exceed the Basic Level of Service or Address Emerging Needs

The NRC PO will issue written work orders when NRC has a need for these on-call services that exceed the type or support level provided under the Firm-Fixed-Price for basic services. The written work orders will be provided to the contractor with 48 hours advance notice of the start time for the services needed. In the event that an urgent issue arises and these type of services are required to begin with less than 48 hours advance notice to the contractor, the PO or designated representative will provide the notice to begin performance verbally and follow-up with a written work order within 24 hours.

A. Additional Data Analyst and/or AutoCAD Specialist Support.

On an on-call, as-needed basis, the NRC PO reserves the right to place work orders (reference Attachment 8) for additional Data Analyst and/or AutoCAD Specialist support when either the volume of occupant moves is expected to exceed 200 personnel moves and associated space reconfiguration changes per month, or the PO determines additional support is required to address emerging needs. Upon receipt of an NRC work order, the contractor shall begin providing the support defined in the work order within one week of receipt or as scheduled by the PO in the NRC work order, whichever date is later.

B. Architectural Space Design Services to Address Emerging Needs.

On an on-call, as-needed basis the NRC PO reserves the right to place work orders (reference Attachment 8) for architectural design support services. Upon receipt of an NRC work order, the contractor shall begin providing the support defined in the work order within 1 week of receipt or as scheduled by the NRC PO in the NRC work order, whichever date is later.

Space design shall be a process where all criteria for a project are fully defined and analyzed, including the applicable management and organizational information, total organizational space needs, and optimum space location and configuration.

The following is the planning approach for developing a new space plan for the NRC.

1. The Planning Process

a. Requirements:

- i. Accompanied by a Technical Monitor designated by the NRC PO, the contractor shall meet with the requesting office's/organization's Point of Contact (POC) or representative(s) to conduct interviews and acquire detailed information about the functional and organizational space

needs. The contractor shall conduct a survey of the proposed space request of the organization to validate current occupied space and adjacencies and work flow requirements.

- ii. The contractor shall prepare a written report detailing the organization's current requirements and proposed requirements. Further supporting documentation shall include information such as meeting minutes and notes and diagrams further describing the organization's space requirements.
 - iii. The contractor shall prepare charts and graph presentations that illustrate the goals and objectives, overall strategy of the organization's workspace planning, summary of personnel projections and space requirements needs, final recommendations and conclusions.
 - iv. The contractor shall recommend space plans, including office and support space configurations based on the functional needs analysis and space strategies previously established from interviews and surveys.
 - v. Based on direction from the NRC PO, the contractor shall prepare findings for presentations to senior management for approval.
- b. Deliverables:
- i. Space plan drawings and graphic illustrations (Refer to Attachment 9).
 - ii. Occupancy floor plans and organizational block plans (Refer to Attachment 10).
 - iii. Space scenarios and strategies for consideration (Refer to Attachment 11).
 - iv. Space designs for new or modified areas. Drawings shall include general specifications and finish plans (Refer to Attachment 12).
 - v. Space analysis presentation report (Refer to Attachment 13).

c. Standard:

Deliverables for the planning process shall be completed within five working days of the request, or from the date of requestor's interview.

2. The Design Process

a. Requirements:

- i. Upon approval by the NRC PO, the contractor shall prepare drawings based on their findings that reflect the information gathered from the data collection process, work sessions and interviews.
- ii. The contractor shall develop blocking and/or stacking diagrams that depict the ideal arrangement of groups in the space. These diagrams shall be developed in graphic and data illustration, using the current version of AutoCAD software provided by the NRC.
- iii. The contractor shall develop detailed space plans and schedules for relocating NRC staff and equipment to accommodate space changes, achieve organizational consolidation, reorganizations, or to meet office moves and other relocation objectives. The contractor shall provide a monthly project log indentifying the project name, requestor, and priority level assigned by the PO. In addition, the log shall include the negotiated time agreed to complete the task, actual hours spent, and remaining time to complete the task.

b. Deliverables:

- i. Space designs for new or modified areas. Drawings shall include general specifications and finish plan (Refer to Attachment 12).
 - ii. Systems furniture (Workstation) drawings (Refer to Attachment 7).
 - iii. Space analysis presentation (Refer to Attachment 13).
- c. Standard:
Deliverables for the design process shall be completed within five working days of the PO's request.

V. Qualifications of Proposed Individuals

The proposed Data Analyst and AutoCAD Specialist contractor personnel shall have the necessary training and experience levels required to independently perform their designated task areas defined herein including:

- SPMS data updates;
- AutoCAD data and design updates; and
- Architectural space management, planning, and design.

VI. Quality Assurance

Work performed under this contract will be monitored on an ongoing basis by the NRC PO and other NRC staff to ensure compliance with the contract requirements.

VII. Period of Performance

The period of performance shall be from May 01, 2011 through November 30, 2011 with four 1-year option periods.

VIII. Place of Performance

The place of performance is onsite at the NRC headquarters buildings in Rockville, Maryland.

IX. Government Furnished Equipment

The contractor will be provided a work area in NRC occupied space with computers loaded with current versions of SPMS and AutoCAD software, in addition to the NRC standard software including Microsoft Office.

X. Accessibility and Recording Presence

The Contractor shall ensure that NRC access badges shall be worn in such a manner that they are clearly visible at all times when workers are within the building. The NRC reserves the right to deny access to the building and terminate access to any contractor employees, as it deems appropriate, which would be in the best interest of the NRC.

XI. Professional Conduct and Attire

The services performed under this contract include frequent, direct contact with NRC personnel at all levels of the agency. This requires that all onsite Contractor personnel use appropriate language and wear appropriate attire for an office environment at all times.

Male staff shall wear a collared shirt and tie. Females shall wear business attire such as suits, dresses, slacks, and blouses. The Contractor may allow staff to wear company apparel as long as that apparel complies with the above description of appropriate dress for an office environment. If at any time the NRC PO determines that clothing worn onsite by one of the Contractor's onsite personnel is inappropriate, the NRC PO will notify the Contractor and the Contractor shall immediately have the subject person leave NRC premises or change into appropriate attire.

The Contractor shall not bill NRC for any time their personnel are absent from onsite performance of the SOW due to their arriving at NRC wearing inappropriate work attire. In the event any of the Contractor's onsite personnel are unavailable to perform the requirements of this SOW, the Contractor shall ensure the invoice for that month's services reflects a credit for any missed work time due to the staff absence.

Onsite Contractor personnel shall be fluent in the English language, both oral and written. Profanity or any other language deemed inappropriate by the NRC PO shall not be used in any form of communication during performance of services under this contract or while on NRC premises.

The Contractor shall ensure that all personnel performing under this contract are advised that the use of NRC systems and equipment are for the purpose of official business only.

The Contractor is responsible for ensuring that the work space provided by the Government is maintained in a clean, orderly manner at all times during each business day.

XII. Removal from Duty

The NRC reserves the right to request at any time, without notice, that the Contractor remove any employee from the contract, should it be determined that the individual is unacceptable for either suitability or security reasons, or are found to be unfit for performing the work. The Contractor must comply with these requests. Such determination of unfitness may be made from (but not limited to), incidents involving the types of misconduct or delinquency as set forth below:

- a. violations of the Rules and Regulations of Government Public Buildings and Grounds, 41 of the Code of Federal Regulations (CFR) 101-20-3;
- b. neglect of duty, including sleeping while on duty, unreasonable delays (timeliness), or failure to carry out assigned tasks, and conducting personal affairs during official time.
- c. falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records, or concealment of material facts by willful omissions from official documents or records;
- d. disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words or actions, fighting, or engaging in disruptive activities which interfere with the normal and efficient operation of the Government;
- e. theft, vandalism, immoral conduct, or any criminal actions;
- f. selling, consuming, or being under the influence of any intoxicants, drugs, or substances which produce similar affects;
- g. destruction, unauthorized removal, or improper use of Government property or equipment;
- h. revealing classified, privacy act, or otherwise sensitive information to unauthorized personnel;
- i. failure to properly handle and protect personal and sensitive information contained in NRC files.

The PO or Alternate PO will make all determinations regarding the removal of any Contractor personnel from the contract. The Contractor shall provide a replacement within 60 days (this includes the time necessary for processing the replacement employee's security clearance paperwork, which is approximately 30 days). If the Contractor is unable to provide a replacement within 60 days, then the NRC retains its rights in accordance with the Federal Acquisition Regulation (FAR) 52.249-8 (Default - Fixed Price Clause) to obtain the required services from another source.

Attachments:

1. Weekly Space Reporting
2. NRC Occupied Space
3. NRC Organizational Information
4. NRC Space Allocation Information
5. Single Line Drawing
6. Base Building Drawing
7. Systems Furniture Drawing
8. Work Order
9. Space Plan with Graphic Illustration
10. Occupancy and Organizational Block Plan
11. Space Scenarios and Strategies
12. New Space Design
13. Space Analysis Presentation

SOW Attachment 1: Weekly Space Reporting

The 2010 Occupancy Report for the 2nd Quarter has been updated and copied to the Management Reports Folder for your viewing purposes.

File name: 10 Occupancy Report - 2nd Quarter.xls.

Workstations	OWFN	TWFN	Bethesda G.W.	Exec. Blvd.	Church Street	Twin Brook	Total
Available	1346	1639	87	277	297	164	3810
Occupied	1230	1506	78	221	276	140	3451
Vacant	116	133	9	56	21	24	359
Vacancy %	8.62%	8.11%	10.34%	20.22%	7.07%	14.63%	9.42%

Note: If you are unable to view the image/chart, Click on the Menu Bar, View and then HTML.

The 2010 Occupancy Report (w/out Limited Workstations) for the 2nd Quarter has been updated and copied to the Management Reports Folder for your viewing purposes.

File name: 10 Occupancy Report w/o Limited- 2nd Quarter.xls.

Workstations	OWFN	TWFN	Bethesda G.W.	Exec. Blvd.	Church Street	Twin Brook	Total
Available	984	1431	87	261	297	164	3224
Occupied	914	1318	78	209	276	140	2935
Vacant	70	113	9	52	21	24	289
Vacancy %	7.11%	7.90%	10.34%	19.92%	7.07%	14.63%	8.96%

Note: If you are unable to view the image/chart, Click on the Menu Bar, View and then HTML.

The 2010 Conference Room Report for the 2nd Quarter has been updated and copied to the Management Reports Folder for your viewing purposes.

File name: 10 Conference Rm Report - 2nd Quarter.xls.

# Conference Rooms Converted to Workstations	OWFN	TWFN	Bethesda G.W.	Exec. Blvd.	Church Street	Twin Brook	Total
	8	4	0	1	0	0	13
Available Conference Room Workstations	51	18	0	5	0	0	74
Occupied Conference Room Workstations	41	17	0	1	0	0	59

Vacant Conference Room Workstations	10	1	0	4	0	0	15
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Contractors/Consultants vs. NRC Staffers

# Occupied Conference Room Workstations	OWFN	TWFN	Bethesda G.W.	Exec. Blvd.	Church Street	Twin Brook	Total
	41	17	0	1	0	0	59
Occupied By NRC Staffers	14	0	0	0	0	0	14
Occupied By Contractors/Consultants	27	17	0	1	0	0	45

Note: If you are unable to view the image/chart, Click on the Menu Bar, View and then HTML.

The 2010 Contractor Report for the 2nd Quarter has been updated and copied to the Management Reports Folder for your viewing purposes.

File name: 10 Contractor/Consultant Report - 2nd Quarter.xls.

May 21, 2010								
CONTRACTORS/ CONSULTANTS TOTALS								
	OWFN	TWFN	Bethesda G.W.	Exec. Blvd.	Church Street	Twin Brook	Total	GAINS/ LOSSES
ACRS	0	13	0	0	0	0	13	0
ADM	26	20	0	0	0	18	64	0
ASLBP	0	14	0	0	0	0	14	0
CA	0	0	0	0	0	0	0	0
CAA	0	0	0	0	0	0	0	0
CFO	0	36	0	0	0	0	36	5
COMM	0	0	0	0	0	0	0	0
CSO	1	19	0	0	0	0	20	0
EDO	1	0	0	0	0	0	1	0
FSME	0	7	0	0	0	0	7	0
HR	9	3	18	0	0	0	30	0
IG	4	0	0	0	0	0	4	0
IP	0	0	0	0	0	0	0	0

IS	78	119	2	2	4	13	218	
NMSS	0	0	0	5	0	0	6	0
NRO	0	27	0	0	0	0	27	
NRR	31	0	0	0	0	0	31	
NSIR	0	34	0	0	0	0	34	0
OE	0	0	0	0	0	0	0	0
OGC	1	0	0	0	0	0	1	0
OI	0	0	0	0	0	0	0	
PA	0	0	0	0	0	0	0	0
RES	0	0	0	0	4	0	4	0
SBCR	4	0	0	0	0	0	4	0
SECY	0	0	0	0	0	0	0	0
	155	292	20	7	8	31	Total	DELTA
							513	-10

Contractor/Consultant Gains and Losses			
Date	Gains	Losses	Difference
05/21/10	2	12	-10

Note: If you are unable to view the image/chart, Click on the Menu Bar, View and then HTML.

New HQ Employees Arriving Monday 05/24/10 and EOD Gains and Losses for the upcoming week:

HQ - EODS Gains and Losses			
Date	Gains	Transfers	Losses
05/21/10	29	0	20

Note: If you are unable to view the image/chart, Click on the Menu Bar, View and then HTML.

SOW Attachment 2: NRC Occupied Space



User Name	Office	Position Title	Employee Grade	Employee Status	Entitled Area	Allocated Room Area	Standard Status	Location	Floor Code
Records for Office: ADM									
HSU, CAROLINE S.	ADM	BRANCH CHIEF		PERMANENT	100.00	101.45	OPEN/ENCLOSE	TBMP	05
EGAN, DENNIS L.	ADM	SENIOR PROJECT MANAGER		PERMANENT	100.00	102.01	OPEN/ENCLOSE	TBMP	05
MOY, ROMENA R.	ADM	TEAM LEADER		PERMANENT	100.00	133.21	OPEN/ENCLOSE	TBMP	01
SPRINGER, MICHAEL L.	ADM	SR CONSULTANT FOR SPACE PLNG.		TEMPORARY	100.00	176.97	OPEN/ENCLOSE	TBMP	05
HALL, DONALD K.	ADM	TEAM LEADER		PERMANENT	100.00	159.15	OPEN/ENCLOSE	TBMP	05
JARVIS, RODNEY J.	ADM	BRANCH CHIEF		PERMANENT	100.00	166.00	OPEN/ENCLOSE	OWFN	04
SCHOENMANN, SANDRA	ADM	DEPUTY DIRECTOR		PERMANENT	100.00	166.63	OPEN/ENCLOSE	OWFN	02
ROWHANI, BAHMAN A.	ADM	BRANCH CHIEF		PERMANENT	100.00	146.67	OPEN/ENCLOSE	TWFN	06
BELLOSI, SUSAN J.	ADM	TECHNICAL ASSISTANT		PERMANENT	100.00	162.18	OPEN/ENCLOSE	TBMP	05
ELLSBURY, RICHARD A.	ADM	TEAM LEADER		PERMANENT	100.00	161.79	OPEN/ENCLOSE	TBMP	05
SANCHEZ, ALBA	ADM	DEPUTY DIRECTOR		PERMANENT	100.00	154.45	OPEN/ENCLOSE	TBMP	01
KERBEN, VALERIE B.	ADM	BRANCH CHIEF		PERMANENT	100.00	177.63	OPEN/ENCLOSE	TBMP	05
DAMBLY, JANIS K.	ADM	BRANCH CHIEF		PERMANENT	100.00	223.07	OPEN/ENCLOSE	TBMP	05
KING, DONALD A.	ADM	BRANCH CHIEF		PERMANENT	100.00	167.76	OPEN/ENCLOSE	TBMP	01
COOPER, CAROLYN A.	ADM	ASST. ACQU. MGMT & COMP SOUR		PERMANENT	100.00	133.73	OPEN/ENCLOSE	TBMP	01
FENTON, DARLENE ANN	ADM	BRANCH CHIEF		PERMANENT	100.00	117.54	OPEN/ENCLOSE	TWFN	06
CHANG, HELEN	ADM	ACTING BRANCH CHIEF		PERMANENT	100.00	98.68	OPEN/ENCLOSE	TBMP	05
BAILEY, ALTHEMSE R.	ADM	TECHNICAL ASSISTANT		PERMANENT	100.00	92.82	OPEN/ENCLOSE	OWFN	02
MOHLER, BRIAN E.	ADM	SPACE ACQUISITION COORDINATOR		PERMANENT	100.00	163.59	OPEN/ENCLOSE	TBMP	05
HUMERICK, DAVID E.	ADM	BRANCH CHIEF		PERMANENT	100.00	89.16	OPEN/ENCLOSE	OWFN	02
POOL, STEPHEN M.	ADM	BRANCH CHIEF		PERMANENT	100.00	157.35	OPEN/ENCLOSE	TBMP	01
WIDDUP, JOSEPH L.	ADM	BRANCH CHIEF		PERMANENT	100.00	157.35	OPEN/ENCLOSE	TBMP	01
DALY, JILL E.	ADM	TEAM LEADER		PERMANENT	100.00	133.97	OPEN/ENCLOSE	TBMP	01
BUMPASS, SHEILA H.	ADM	BRANCH CHIEF		PERMANENT	100.00	84.97	OPEN/ENCLOSE	TBMP	01
PRETZELLO, ANDREW J.	ADM	DEPUTY DIRECTOR		PERMANENT	100.00	155.54	OPEN/ENCLOSE	TWFN	03
LOPEZ, GEORGE W.	ADM	BRANCH CHIEF		PERMANENT	100.00	147.38	OPEN/ENCLOSE	TWFN	06
HECK, JAMES R IV	ADM	BRANCH CHIEF		PERMANENT	100.00	179.65	OPEN/ENCLOSE	TBMP	05
CUDD, KAREN J.	ADM	SENIOR PROJECT MANAGER		PERMANENT	100.00	102.25	OPEN/ENCLOSE	TBMP	05
TURNER, DOREEN E.	ADM	FACILITIES SECURITY SPECIALIST		PERMANENT	80.00	90.31	OPEN PLAN	TBMP	05
CLARKE, DEANNA L.	ADM	MANAGEMENT ANALYST		PERMANENT	80.00	109.31	OPEN PLAN	TBMP	05
CUSSEAU, SUSAN E.	ADM	FACILITIES SECURITY SPECIALIST		PERMANENT	80.00	101.66	OPEN PLAN	TWFN	06
LAMANTEER, JOAN F.	ADM	SPACE MANAGEMENT SPECIALIST		PERMANENT	80.00	103.81	OPEN PLAN	TBMP	05
RADFORD, MICHAEL B.	ADM	PERSONNEL SECURITY SPECIALIST		PERMANENT	80.00	104.21	OPEN PLAN	TBMP	05
KIM, ERIC T.	ADM	SPACE MANAGEMENT SPECIALIST		PERMANENT	80.00	103.82	OPEN PLAN	TBMP	05
KELSH, JANICE E.	ADM	PERSONNEL SECURITY SPECIALIST		PERMANENT	80.00	103.81	OPEN PLAN	TBMP	05
BUTT, MANON L.	ADM	CONTRACT SPECIALIST		PERMANENT	80.00	83.35	OPEN PLAN	TBMP	01
LANGLEY, ELIZABETH C.	ADM	FACILITIES SECURITY SPECIALIST		PERMANENT	80.00	87.14	OPEN PLAN	TWFN	06
THWEATT, L. J.	ADM	ADMINISTRATIVE SERVICES SPECIALIST		PERMANENT	80.00	88.93	OPEN PLAN	OWFN	02
BUCHER, MATTHEW J.	ADM	CONTRACT SPECIALIST		PERMANENT	80.00	81.44	OPEN PLAN	TBMP	01
GIBBS, FLORETTA F.	ADM	FACILITIES SECURITY SPECIALIST		PERMANENT	80.00	68.00	OPEN PLAN	TWFN	03
MILLS, MICHAEL	ADM	CONTRACT SPECIALIST		PERMANENT	80.00	133.24	OPEN PLAN	TBMP	01
HARRISON, PHILIP M.	ADM	REGULATIONS SPECIALIST		PERMANENT	80.00	104.84	OPEN PLAN	TBMP	05
BELTZ, GUY B.	ADM	PRINTING SPECIALIST		PERMANENT	80.00	89.68	OPEN PLAN	OWFN	P1
DEFINO, JENNIFER A.	ADM	CONTRACT SPECIALIST (NSDP)		PERMANENT	80.00	84.03	OPEN PLAN	TBMP	01
CHICCA, GREGORY J.	ADM	BUILDING MANAGEMENT SPECIALIST		PERMANENT	80.00	108.34	OPEN PLAN	TWFN	06
KONOVITZ, LORI S.	ADM	PROCUREMENT POLICY ANALYST		PERMANENT	80.00	83.89	OPEN PLAN	TBMP	01
WOOD, GENE R.	ADM	SENIOR REPRODUCTION SPECIALIST		PERMANENT	80.00	90.98	OPEN PLAN	OWFN	P1
CEPURA, HARRY S JR.	ADM	BUILDING MANAGEMENT SPECIALIST		PERMANENT	80.00	111.91	OPEN PLAN	TWFN	06
LILLEY, JOANNA E.	ADM	SPACE MANAGEMENT SPECIALIST		PERMANENT	80.00	82.28	OPEN PLAN	TWFN	07
LEEDOM, JAMES R.	ADM	CONTRACT SPECIALIST		PERMANENT	80.00	184.15	OPEN PLAN	REST	REST
SIMPLER, GARY KEITH	ADM	FACILITIES SECURITY SPECIALIST		PERMANENT	80.00	81.74	OPEN PLAN	TWFN	06
STENBERG, DANITA C.	ADM	AUDIO VISUAL PROD SPEC		PERMANENT	80.00	86.28	OPEN PLAN	TWFN	06
AZARIAH - KRIBBS, KEITH	ADM	TECHNICAL WRITER EDITOR		PERMANENT	80.00	129.06	OPEN PLAN	TBMP	05
MARTIN, BEVERLY A.	ADM	PROGRAM ANALYST		PERMANENT	80.00	104.03	OPEN PLAN	TBMP	05
SANCHEZ, JESUS E.	ADM	PERSONNEL SECURITY SPECIALIST		PERMANENT	80.00	103.80	OPEN PLAN	TBMP	05
HERRON, WILLIAM C.	ADM	STORAGE & DISTRIBUTION MANAGE		PERMANENT	80.00	71.14	OPEN PLAN	WHSE	01
DEVILLE, ARNOLD J.	ADM	BUILDING MANAGEMENT SPECIALIST		PERMANENT	80.00	99.42	OPEN PLAN	TWFN	06
BLOUNT, BARBARA H.	ADM	PUBLISHING COORDINATOR		PERMANENT	80.00	81.39	OPEN PLAN	OWFN	P1
FREEMAN, BETTY H.	ADM	PURCHASE CARD ADMINISTRATOR		PERMANENT	80.00	108.51	OPEN PLAN	TBMP	01
HEILIG, CHRISTOPH N.	ADM	PERSONNEL SECURITY SPECIALIST		PERMANENT	80.00	103.80	OPEN PLAN	TBMP	05

SOW Attachment 3: NRC Organizational Information

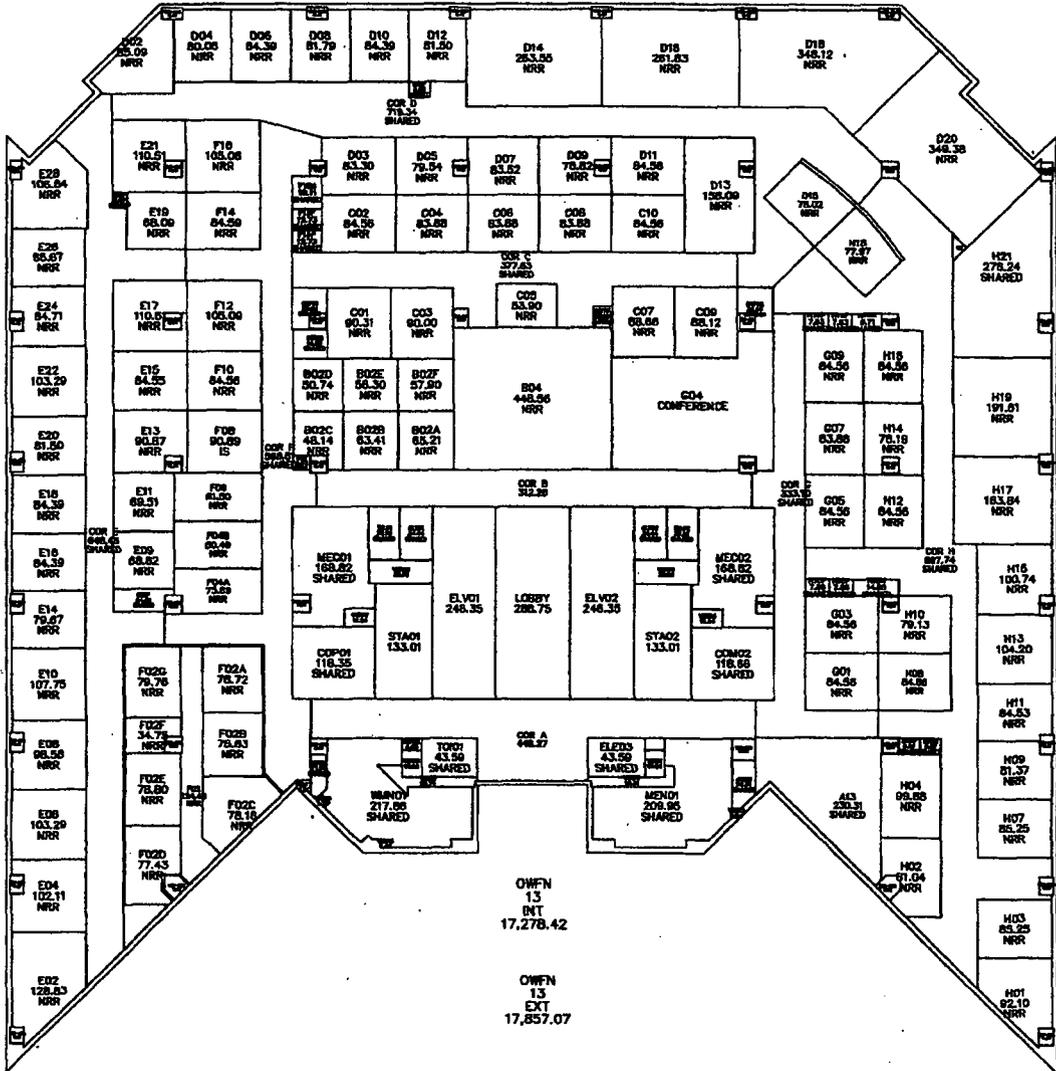
Name Last	Name First	User ID	Office	Position Title	Contract/Project	Employment Status	Location	Time Code	Acct Code
			IS	CONTRACTOR	ICF NRC-07-00-003	CONTRACTOR	TAFT	01	
			RGN II	CONSTRUCTION INSPECTOR	R-INDUCIB2	PERMANENT	RGN II	06	833
			ACRS	ACRS MEMBER	ACRS/ACRS MEM	CONSULTANT	TWFN	02	E04
			ACRS	SENIOR STAFF ENGINEER	ACRS/RSS-A	PERMANENT	TWFN	02	E23
			NRO	LICENSING ASSISTANT	NRO/DNR/DDLONWGE2	PERMANENT	TWFN	06	C06
			RGN III	REACTOR ENGINEER	R-INDRS/EB2	PERMANENT	RGN III	04	A4059
			CFO	ACCOUNTANT	CFODCFRAB	PERMANENT	TWFN	09	C10
			RGN I	HEALTH PHYSICIST (NSPDP)	R-INDRS/MB2	PERMANENT	RGN I	01	1073
			NSIR	DEPUTY DIRECTOR	NSIR/PMDA	PERMANENT	TWFN	04	A20
			NSIR	INFORMATION SECURITY SPECIALIST	NSIR/DSO/DS/PSIS	PERMANENT	OWFN	02	G15
			IS	CONTRACTOR	IS	CONTRACTOR	TWFN	05	E29
			NSIR	NUCLEAR SYSTEMS SCIENTIST	NSIR/DP/RODR/08	PERMANENT	TWFN	04	B05
			IP	BRANCH CHIEF	IP/CAB	PERMANENT	OWFN	04	E02
			ASLEP	ADMINISTRATIVE JUDGE (TECH/LEGAL)	ASLEP	TERM	REST	REST	REST
			FSME	SR TECH ADV WASTE MGMT & ENV PRM/FSME/DWMEP		PERMANENT	TWFN	06	D15
			RGN II	RESIDENT INSPECTOR (PWR)	R-INDC/CP3/MB/SCRO	PERMANENT	WATT		
			RGN III	SENIOR REACTOR INSPECTOR	R-INDRS/EB2	PERMANENT	RGN III	04	A4048
			NRR	SENIOR PROJECT MANAGER	NRR/DR/PR/LB	PERMANENT	OWFN	12	D14
			HR	CONTRACTOR	HR CONTRACTOR	CONTRACTOR	T201	04	G04
			RGN IV	REACTOR INSPECTOR	R-INDRS/EB1	PERMANENT	RGN IV	03	303
			NRR	SR TECH ADV FOR NON-POWER REACTOR/ROPR		PERMANENT	OWFN	12	C01
			NMSS	SENIOR ENVIRONMENTAL ENGINEER	NMSS/FCSS/FFLD/FMB	PERMANENT	6003	02	A33
			IS	CONTRACTOR	IS	CONTRACTOR	OFFSITE	OFFS	OFFSITE
			NRO	PROGRAM ANALYST (TAP&)	NRO/DNR/ODDP/PCFM	PERMANENT	TWFN	09	F30
			ADM	SENIOR CONTRACT SPECIALIST	ADM/OC/MT	PERMANENT	TBMP	01	B27
			IS	CONTRACTOR	IS	CONTRACTOR	GUIDE	03	01
			HR	SR INSTRUCTIONAL SYSTEMS SPECIALIST/HR/TO/POPS		TERM	T201	04	A08
			ACRS	CONTRACTOR	WEB/ORLD TECHNOLOGIES	CONTRACTOR	OFFSITE	OFFS	OFFSITE
			NRO	DIR, DIV OF SFTY SYS & RISK ASSESS	NRO/DSRA	PERMANENT	TWFN	10	F02
			IS	CONTRACTOR	LOCKHEED MARTIN	CONTRACTOR	GUIDE	03	H04
			RGN II	RESIDENT INSPECTOR (PWR)	R-INDC/CP3/MB/SCRO	PERMANENT	RGN II	09	915
			NSIR	PROGRAM ANALYST	NSIR/PMDA/FMB	PERMANENT	TWFN	04	D15
			OGC	ATTORNEY	OGC/CL/R/CLSP	PERMANENT	OWFN	14	H11
			ACRS	ACTING BRANCH CHIEF	ACRS/RSS-A	PERMANENT	TWFN	02	D29
			RES	SENIOR ELECTRICAL ENGINEER	RES/DE	TEMPORARY	21CS	04	A18
			CFO	ACCOUNTANT	CFODCFRAB	PERMANENT	TWFN	09	A13
			NMSS	EXPORT/IMPORT LICENSING ANALYST	NMSS/FCSS/FFLD/MCA/B	PERMANENT	6003	02	E28
			RGN IV	INTELLIGENCE SPECIALIST	R-INDRS	PERMANENT	RGN IV	04	A03B
			NSIR	CONTRACTOR	NSIR	CONTRACTOR	TWFN	03	A10N
			NRO	MECHANICAL ENGINEER	NRO/DE/EB2	PERMANENT	TWFN	10	F09
			NRO	HYDROLOGIST	NRO/DSERR/HEB	PERMANENT	TWFN	07	B06
			NMSS	SENIOR MATERIALS ENGINEER	NMSS/DH/NR/IR/DEB	PERMANENT	6003	02	C32
			RGN II	SENIOR OPERATIONS ENGINEER	R-INDRS/08	PERMANENT	RGN II	09	970
			RES	SR CRITICALITY SAFETY/REAC PHYS	RES/DS/ASTB	PERMANENT	21CS	03	A12
			RES	SR SEISMOLOGIST/GEOPHYSICIST	RES/DE/DS/EB	PERMANENT	21CS	03	A16
			NMSS	STUDENT ENGINEER (CO-OP)	NMSS/DS/ST/UD/LB	PERMANENT	6003	03	B19
			CSO	CONTRACTOR		CONTRACTOR	OFFSITE	OFFS	OFFSITE
			FA	ADMINISTRATIVE ASSISTANT	FA	PERMANENT	OWFN	16	D01
			NRO	DEP DIR FOR LICENSING OPERATIONS	NRO/DNR/ODLO	PERMANENT	TWFN	06	F34
			IS	CONTRACTOR	IS	CONTRACTOR	OFFSITE	OFFS	OFFSITE
			IOGC	'2010 HONOR LAW GRADUATE	OGC/HVA-2008048	PROJECTED			
			NSIR	BRANCH CHIEF	NSIR/DSO/DSO/RS08	PERMANENT	TWFN	03	B03
			NMSS			PROJECTED	6003	03	B25
			RES			PROJECTED	21CS	06	C06D
			NRO	IT SPECIALIST (SYSANALYSIS)	NRO/DNR/ODDP/PCFP	PERMANENT	TWFN	06	050
			RGN II	REACTOR INSPECTOR (NSPDP)	R-INDRS/EB1	PERMANENT	RGN II	10	1064
			HR	HUMAN RESOURCES MANAGEMENT AN/HR/PMDA		PERMANENT	T201	05	A13
			FSME	SYSTEMS PERFORMANCE ANALYST (NSP/FSME/DWMEP/EPAD/PAB)		PERMANENT	TWFN	06	308
			RGN IV	NUCLEAR SYSTEMS SCIENTIST	R-INDRS	PERMANENT	RGN IV	05	548
			RGN II	CONSTRUCTION INSPECTOR (NSPDP)	R-INDC/ANSPDP-2009-0001-CIVIL 10523/2010	PROJECTED			
			NRR	ADMINISTRATIVE ASSISTANT	NRR/DR/MA/FFB	PERMANENT	OWFN	10	D22
			NRR	SENIOR PROJECT MANAGER	NRR/DR/PP/DCB	PERMANENT	OWFN	12	A01
			ADM	CONTRACTOR	ADM	CONTRACTOR	TWFN	06	B05C
			RGN IV	EMERGENCY RESPONSE COORDINATOR/NR/RCB		PERMANENT	RGN IV	05	572
			RGN IV	REACTOR INSPECTOR	R-INDRS/EB2	PERMANENT	RGN IV	03	318
			RES	REACTOR SYSTEMS ENGINEER	RES/DS/ASTB	PERMANENT	21CS	03	C26
			RES	SR ADV FOR CIVIL/STRUC ENG ISSUES	RES/DE	PERMANENT	21CS	05	D01
			RGN IV	HEALTH PHYSICIST (NSPDP)	R-INDRS/PSB2	PERMANENT	RGN IV	03	316A
			RGN II	HUMAN RESOURCES TEAM LEADER (RTR-INDRS/MA/HR)		PERMANENT	RGN II	12	1277
			IS	CONTRACTOR	GARTNER	CONTRACTOR			
			RGN IV	SENIOR PROJECT ENGINEER	R-INDR/PP/EB-D	PERMANENT	RGN IV	03	366
			RGN II	STUDENT ENGINEER (SUMMER)	R-INDRS-NVA-20080503	PROJECTED			
			NMSS	LICENSING ASSISTANT	NMSS/FCSS/FFLD/FMB	PERMANENT	6003	02	A20
			RGN IV	ADMINISTRATIVE ASSISTANT	R-INDR/PP/RS-BWC	PERMANENT	WOLF		
			NRR	SENIOR MATERIALS ENGINEER	NRR/DC/CP/MB	PERMANENT	OWFN	09	D22
			NRR	SENIOR REACTOR OPERATIONS ENGINEER/NRR/DR/RS/08/LB		PERMANENT	OWFN	07	D16
			NSIR	INTELLIGENCE ANALYST	NSIR/DSO/DS/PS/LTAS	PERMANENT	TWFN	04	C02D
			CFO	TEAM CHIEF	CFODCFRAB	PERMANENT	TWFN	09	D37
			IS	TEAM LEADER	IS/SP/AD/PP/MB/PMT2	PERMANENT	OWFN	06	C01
			NSIR	EMERGENCY RESPONSE COORDINATOR/NSIR/DR/DDR/RCB		PERMANENT	TWFN	04	A41
			ADM	CONTRACT SPECIALIST (NSPDP)	ADM/DC/MSA	PERMANENT	TEMP	01	A26
			NMSS	CHEMICAL ENGINEER (NSPDP)	NMSS/FCSS/FFLD/EB	PERMANENT	6003	02	A16
			NRR	ELECTRONICS ENGINEER (DIGITAL I&C/NRR/DE-2009-0006		PROJECTED			
			RGN I	RESIDENT INSPECTOR (BWR)	R-INDR/PP/BS/OCRO	PERMANENT	RGN I	01	1105A
			NSIR	CONTRACTOR	NSIR	CONTRACTOR	TWFN	03	A10E
			ADM	STUDENT CLERK	ADM/AD/SC/PLS	TEMPORARY	VAISE	01	W01C
			CAA	SENIOR ATTORNEY	CAA	PERMANENT	OWFN	07	H07
			NRO	PROJECT MANAGER	NRO/DNR/DDLONWGE2	PERMANENT	TWFN	06	E17
			RGN IV	REACTOR INSPECTOR	R-INDRS/PSB2	PERMANENT	RGN IV	03	316A
			EDO	DEPUTY ASSISTANT FOR OPERATIONS	EDD/OA/O/TBPM	PERMANENT	OWFN	16	E02
			NRO	MECHANICAL ENGINEER	NRO/DE-2008-0014-O	PROJECTED	TWFN	10	L10
			NRO	SENIOR PROJECT MANAGER	NRO/DNR/DDLONWE1	PERMANENT	TWFN	06	D03

SOW Attachment 4: NRC Space Allocation Information

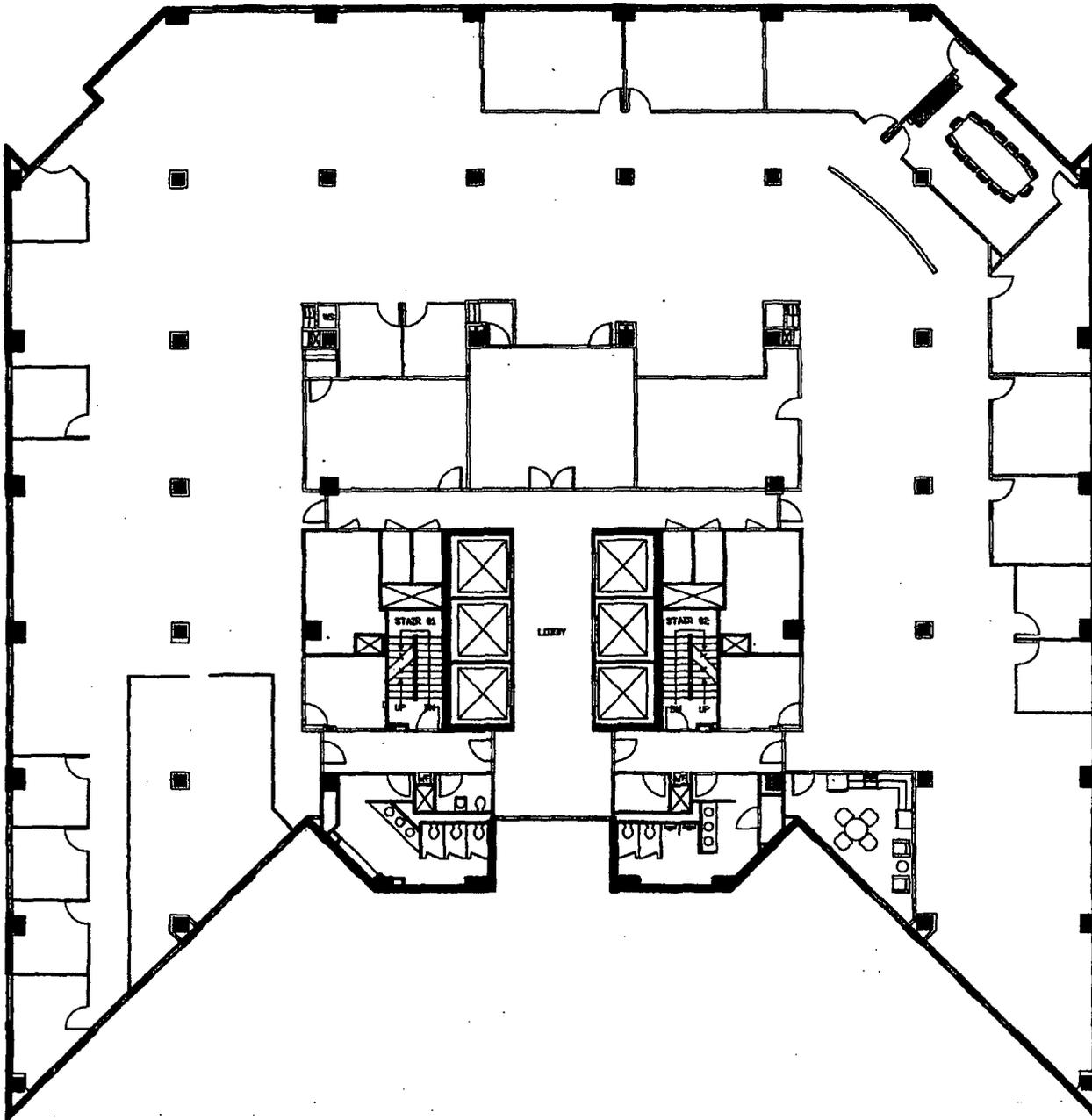
Location	Floor Code	Room Code	Room Area	Room Category	Room Type	Room Standard	Office	Drawing Name
OWFN	03	A13	216.60	SUPPORT	LOUNGE	SP-2W	ADM	103_SP
OWFN	03	B02	338.20	SUPPORT	CONFERENCE	DEDICATED	HR	103_SP
OWFN	03	B04	448.83	SUPPORT	CONFERENCE	VTC	ADM	103_SP
OWFN	03	B06	358.83	SUPPORT	CONFERENCE	GENERAL	SHARED	103_SP
OWFN	03	C01	186.27	SUPPORT	FILE SPACE	SUPPORT	OI	103_SP
OWFN	03	C02	336.55	SUPPORT	FILE SPACE	SUPPORT	OI	103_SP
OWFN	03	C03	90.20	SUPPORT	STORAGE	SUPPORT	SHARED	103_SP
OWFN	03	C04	68.50	PERSONNEL	LIMITED	H1	OI	103_SP
OWFN	03	C05	190.80	SUPPORT	FILE SPACE	SUPPORT	SHARED	103_SP
OWFN	03	C07	68.06	PERSONNEL	WRKSTATION	H1	CAA	103_SP
OWFN	03	C08	112.44	PERSONNEL	LIMITED	ENCLOSED	OI	103_SP
OWFN	03	C10	90.95	SUPPORT	MAIL	SUPPORT	SHARED	103_SP
OWFN	03	COP01	121.76	SUPPORT	COPY	SP-3	SHARED	103_SP
OWFN	03	COR A	459.42	FLOOR COMMON	CORRIDOR			103_SP
OWFN	03	COR B	301.02					103_SP
OWFN	03	COR C	1,001.35	CORRIDOR	CORRIDOR	SUPPORT	SHARED	103_SP
OWFN	03	COR D	201.12	CORRIDOR	CORRIDOR	SUPPORT	SHARED	103_SP
OWFN	03	COR E	699.92	CORRIDOR	CORRIDOR	SUPPORT	SHARED	103_SP
OWFN	03	COR F	557.84	CORRIDOR	CORRIDOR	SUPPORT	SHARED	103_SP
OWFN	03	COR G	1,065.26	CORRIDOR	CORRIDOR	SUPPORT	SHARED	103_SP
OWFN	03	COR H	605.94	CORRIDOR	CORRIDOR	SUPPORT	SHARED	103_SP
OWFN	03	D02	289.07	PERSONNEL	LIMITED	ENCLOSED W	OI	103_SP
OWFN	03	D03	51.93	PERSONNEL	LIMITED	H2	OI	103_SP
OWFN	03	D04	263.43	PERSONNEL	LIMITED	ENCLOSED W	OI	103_SP
OWFN	03	D05	67.29	PERSONNEL	WRKSTATION	H1	CAA	103_SP
OWFN	03	D06	117.24	PERSONNEL	LIMITED	ENCLOSED W	OI	103_SP
OWFN	03	D08	91.35	PERSONNEL	LIMITED	G1W	OI	103_SP
OWFN	03	D10	103.28	PERSONNEL	LIMITED	ENCLOSED W	OI	103_SP
OWFN	03	D12	156.02	PERSONNEL	LIMITED	ENCLOSED W	OI	103_SP
OWFN	03	D14	340.57	SUPPORT	CONFERENCE	DEDICATED	OI	103_SP
OWFN	03	D16	86.53	PERSONNEL	WRKSTATION	G1W	OE	103_SP
OWFN	03	D18	86.05	PERSONNEL	WRKSTATION	G1W	OE	103_SP
OWFN	03	D20	293.57	PERSONNEL	WRKSTATION	ENCLOSED W	CAA	103_SP
OWFN	03	D22	331.56	PERSONNEL	WRKSTATION	ENCLOSED W	SBCR	103_SP
OWFN	03	E02	175.33	PERSONNEL	LIMITED	ENCLOSED W	HR	103_SP
OWFN	03	E03	81.91	PERSONNEL	LIMITED	I1	HR	103_SP
OWFN	03	E04	83.84	PERSONNEL	LIMITED	G1W	HR	103_SP
OWFN	03	E05	72.80	PERSONNEL	LIMITED	I1	HR	103_SP
OWFN	03	E06	86.59	PERSONNEL	LIMITED	G1W	HR	103_SP
OWFN	03	E07	56.92	PERSONNEL	LIMITED	I1	HR	103_SP
OWFN	03	E08	65.71	PERSONNEL	LIMITED	G1W	HR	103_SP
OWFN	03	E10	80.23	PERSONNEL	LIMITED	G1W	HR	103_SP
OWFN	03	E11	196.82	SUPPORT	FILE SPACE	SUPPORT	SHARED	103_SP
OWFN	03	E11A	67.87	PERSONNEL	LIMITED	I1	HR	103_SP
OWFN	03	E11B	70.65	PERSONNEL	LIMITED	I1	HR	103_SP
OWFN	03	E12	87.61	PERSONNEL	LIMITED	G1W	HR	103_SP
OWFN	03	E13	53.87	PERSONNEL	LIMITED	I1	HR	103_SP
OWFN	03	E13A	16.22	SUPPORT	STORAGE	I2	HR	103_SP
OWFN	03	E14	106.02	PERSONNEL	LIMITED	ENCLOSED W	HR	103_SP
OWFN	03	E15	54.34	SUPPORT	SLES KIOSK	SUPPORT	SHARED	103_SP
OWFN	03	E16	110.74	PERSONNEL	LIMITED	ENCLOSED W	HR	103_SP
OWFN	03	E16	110.74	PERSONNEL	LIMITED	ENCLOSED W	HR	103_SP
OWFN	03	E18	125.03	PERSONNEL	LIMITED	ENCLOSED W	HR	103_SP
OWFN	03	E19	67.36	PERSONNEL	LIMITED	I1	HR	103_SP
OWFN	03	E20	88.08	PERSONNEL	LIMITED	G1W	HR	103_SP
OWFN	03	E20	88.08	PERSONNEL	LIMITED	G1W	HR	103_SP
OWFN	03	E22	81.94	PERSONNEL	LIMITED	G1W	HR	103_SP
OWFN	03	E22	81.94	PERSONNEL	LIMITED	G1W	HR	103_SP
OWFN	03	E24	87.66	PERSONNEL	LIMITED	G1W	HR	103_SP
OWFN	03	E25	86.00	PERSONNEL	LIMITED	G1	HR	103_SP
OWFN	03	ELV01	246.35	VERT	ELEV			103_SP
OWFN	03	ELV02	246.35	VERT	ELEV			103_SP
OWFN	03	EQP01	42.63	SERVICE	EQPM ROOM	SUPPORT	SHARED	103_SP

Attachment 4

SOW Attachment 5: Single Line Drawing

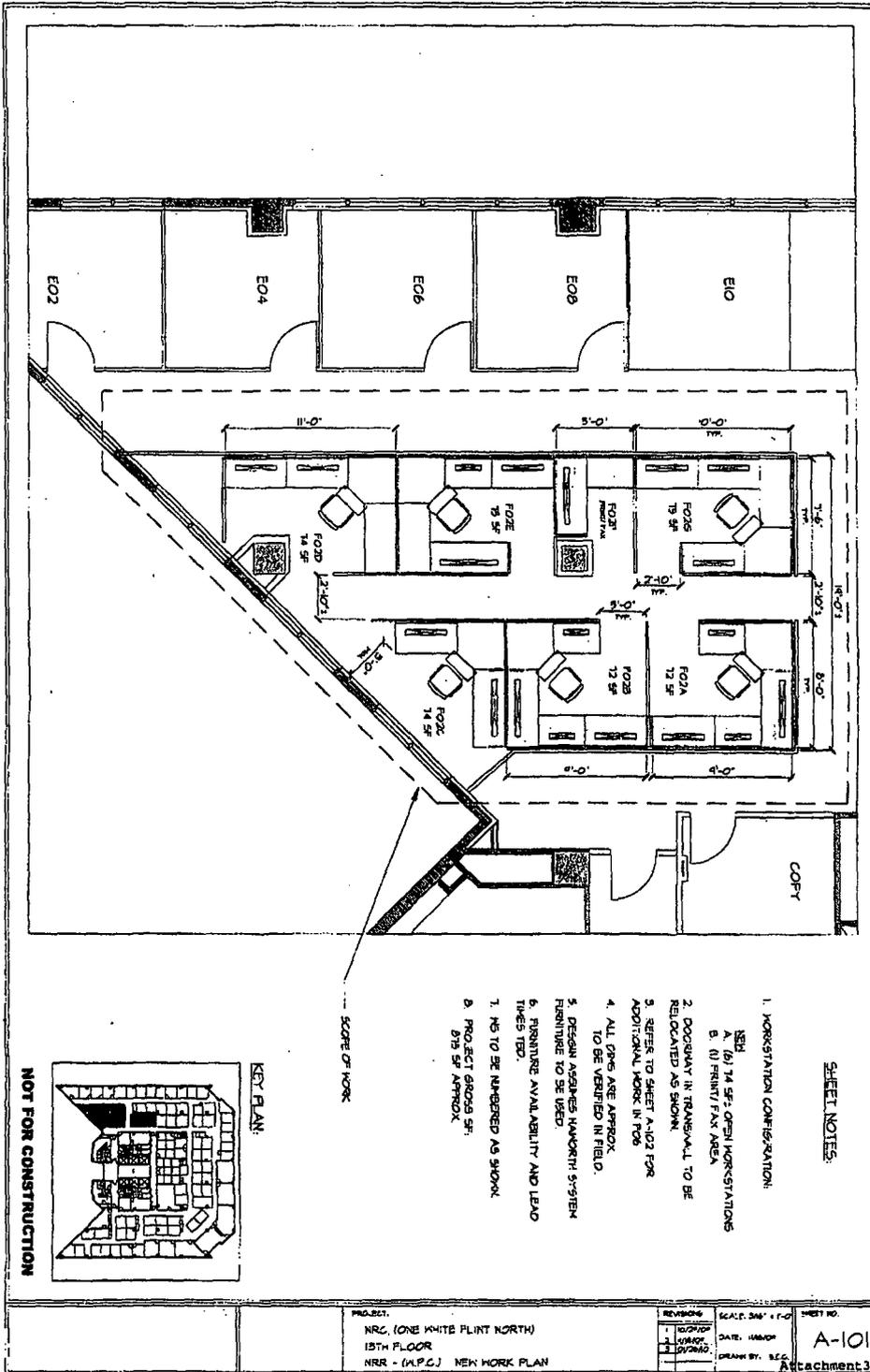


SOW Attachment 6: Base Building Drawing



Attachment 2

SOW Attachment 7: Systems Furniture Drawing



SOW Attachment 8: Work Order

Work Request	Project No.	Subject/Request	Project No. (Estimated)	Submitted By	Approved By	Start Date	Due Date	Assigned To	PRIORITY LEVEL	Status	Comments
JANUARY-10											
15-0001		BLU WORK Center		USA	James Heck	12/01/09	01/02/10	Steve Campbell	3.0	Completed	
15-0002		BLU SPACE NEEDS	12.0	FSMC	James Heck	12/01/09	01/02/10	Steve Campbell	3.0	Completed	
15-0003		DE SPACE NEEDS	3.0	CE	James Heck	12/03/09	02/04/10	Steve Campbell	1.5	Completed	
2009-047		INDO SPACE NEEDS - JAMP GROUP	25.0	IND	James Heck	12/08/09	02/04/10	Steve Campbell	3.0	Completed	
2009-048		REVISED - ONTARIO MFC Building REV-4	4.0	James Liley	James Heck	12/16/09	01/27/10	Steve Campbell	2.0	Completed	
15-0004		JWFN Physical Space Data	80.0	Mika Savage	Peter Rabreau	12/15/09	01/20/10	Mika McClellan	3.0	Completed	
15-0005		ITDS SGP Security Space Plan	TBD	David Cull	James Heck	12/15/09		Steve Campbell	1.0	Scheduled	
2009-049		0-02 DAS SPACE DESIGN	TBD	Eric Kr...	James Heck	12/23/09	01/11/10	Steve Campbell	1.0	Scheduled	
15-0007		MEETING - TWS Vacancy Data Character Reporting	1.0	Peter Rabreau	Peter Rabreau	01/06/10	01/06/10	Steve Campbell	3.0	Completed	
15-0008		DWO REQUEST - TWS Vacancy Data Report	0.5	Peter Rabreau	Peter Rabreau	01/06/10	01/06/10	Steve Campbell	3.0	Completed	
15-0009		MEETING - MRD/SME/CFD TDR Project	1.0	Peter Rabreau	Peter Rabreau	01/06/10	01/06/10	Steve Campbell	3.0	Completed	
15-0010		REPORT REQUEST - MRD/SME/CFD Information Data	2.5	Peter Rabreau	Peter Rabreau	01/06/10	01/06/10	Steve Campbell	3.0	Completed	
15-0011		REVISED - MRD/SME/CFD Information Data	4.0	Peter Rabreau	Peter Rabreau	01/06/10	01/06/10	Steve Campbell	3.0	Completed	
15-0012		REPORT REQUEST - Commission's Site SGT	1.0	Peter Rabreau	James Heck	01/06/10	01/06/10	Steve Campbell	3.0	Completed	
15-0013		TWFN Space Summary Revision	0.5	Bil Harris	Bil Harris	01/06/10	01/06/10	Steve Campbell	1.0	Completed	
15-0014		DWO REQUEST - OWFN 06-16 Report	1.0	John Langan	James Heck	01/06/10	01/06/10	Steve Campbell	1.0	Completed	
15-0015		REPORT REQUEST - CHAIRMAN PAPER - NRC CONSOLIDATION	2.0	Lance DeBren	Lance DeBren	01/06/10	01/06/10	Steve Campbell	2.0	Completed	
15-0016		REPORT REQUEST - Calculator Based by GRAPHIS	15.0	Steve Campbell	Peter Rabreau	01/06/10	01/11/10	Steve Campbell	3.0	Completed	
15-0017		REPORT REQUEST - REVISED OWFN PDR - pm staff	4.0	Alan H. Mason	Lance DeBren	01/06/10	01/06/10	Steve Campbell	3.0	Completed	
15-0018		REPORT REQUEST - REVISED OWFN PDR - support space	4.0	Alan H. Mason	Lance DeBren	01/06/10	01/06/10	Steve Campbell	3.0	Completed	
15-0019		MEETING - WFN Workshop (Chair)	1.0	Jack Anglin	Bil Harris	01/06/10	01/06/10	Steve Campbell	1.0	Completed	
15-0020		REPORT REQUEST - WFN ALL OFFICES - pm staff	1.0	Alan H. Mason	Lance DeBren	01/06/10	01/06/10	Steve Campbell	2.0	Scheduled	
15-0021		REPORT REQUEST - WFN ALL OFFICES - support space	1.0	Alan H. Mason	Lance DeBren	01/06/10	01/06/10	Steve Campbell	2.0	Scheduled	
15-0022		MEETING - Open Items on MR SPACE	1.5	Alan Chapman	James Heck	01/07/10	01/07/10	Steve Campbell	2.0	Completed	
15-0023		Change Work Request Page to include PRIORITY LEVEL	1.0	Bil Harris	Bil Harris	01/07/10	01/07/10	Steve Campbell	1.0	Completed	
15-0024		DWO REQUEST - OWFN Elev. Plans	TBD	David Demcoff	Bil Harris	01/07/10	01/22/10	Steve Campbell	1.0	Scheduled	
15-0025		DWO REQUEST - TWFN Elev. Plans	2.0	David Demcoff	Bil Harris	01/07/10	01/15/10	Steve Campbell	1.0	Completed	
15-0026		MEETING - MRD/SME/CFD Space Allocation	1.5	Peter Rabreau	Peter Rabreau	01/06/10	01/06/10	Steve Campbell	3.0	Completed	
15-0027		REVISED - MRD/SME/CFD Information Data Vacuum Data	1.0	Peter Rabreau	Peter Rabreau	01/06/10	01/11/10	Steve Campbell	3.0	Completed	
15-0028		DWO REQUEST - MRD/SME/CFD Vacuum Data	1.0	Peter Rabreau	Peter Rabreau	01/06/10	01/11/10	Steve Campbell	3.0	Completed	
15-0029		WALKDOWN - WFN LOUNGE COUNT	2.0	Peter Rabreau	James Heck	01/06/10	01/06/10	Steve Campbell	3.0	Completed	
15-0030		REPORT REQUEST - WFN Call Count - Montgomery Ct.	0.5	Greg Hester	Bil Harris	01/06/10	01/12/10	Steve Campbell	1.5	Completed	
15-0031		REPORT REQUEST - WFN Meter Count (Montgomery Ct.)	1.5	Greg Hester	Bil Harris	01/06/10	01/12/10	Mika McClellan	1.5	Completed	
2010-021		MEETING - Commission Office STD	0.5	Peter Rabreau	Peter Rabreau	01/06/10	01/06/10	Steve Campbell	3.0	Completed	
2010-022		REPORT REQUEST - Commission's Site ALL STAFF SGT	1.5	Peter Rabreau	Peter Rabreau	01/06/10	01/11/10	Steve Campbell	3.0	Completed	
2010-023		DWO REQUEST - COMMON BATHS (DOGTAG CCNO)	0.5	Peter Rabreau	Peter Rabreau	01/06/10	01/11/10	Steve Campbell	3.0	Completed	
2010-024		COMMISSION FURNITURE STD. PACKAGE (PROCEDURE)	8.0	Peter Rabreau	Peter Rabreau	01/06/10	01/11/10	Steve Campbell	3.0	Completed	
2010-025		COMMISSION FURNITURE STD. DWG (Plan Views)	20.0	Steve Campbell	James Heck	01/06/10	01/11/10	Mika McClellan	3.0	Completed	
2010-026		MEETING - NEW LOBBY PROJECT (PT)	1.0	Jack Engle	Peter Rabreau	01/11/10	01/11/10	Steve Campbell	3.0	Completed	
2010-027		NEW LOBBY PROJECT (PT) - Commission Plan	15.0	Jack Engle	Peter Rabreau	01/11/10	03/01/10	Steve Campbell	3.0	Completed	
2010-028		NEW LOBBY PROJECT (PT) - Security	25.0	Jack Engle	Peter Rabreau	01/11/10	03/01/10	Steve Campbell	3.0	Completed	
2010-029		NEW LOBBY PROJECT (PT) - OEP Issues	25.0	Jack Engle	Peter Rabreau	01/11/10	03/01/10	Steve Campbell	3.0	Completed	
2010-030		REPORT - OEP Coord. Rm. Ceiling grid new work	2.5	Sup. Am.	Bil Harris	01/11/10	01/22/10	Steve Campbell	2.0	Completed	

**US Nuclear Regulatory Commission
WORK ORDER FORM
Contract No. TDB**

1. Date	2. Work Order Number	3. Work Order Title
4. NRC Project Officer	5. E-mail Address	6. Phone Number

NRC Provided Materials

7. Documents/Materials Provided

Electronic

Paper

Date Provided

Work Order Schedule

Task completion dates and NRC documents/materials are provided for the purpose of planning and responding to this order. Estimates are due within 5 work days from receipt of this order.

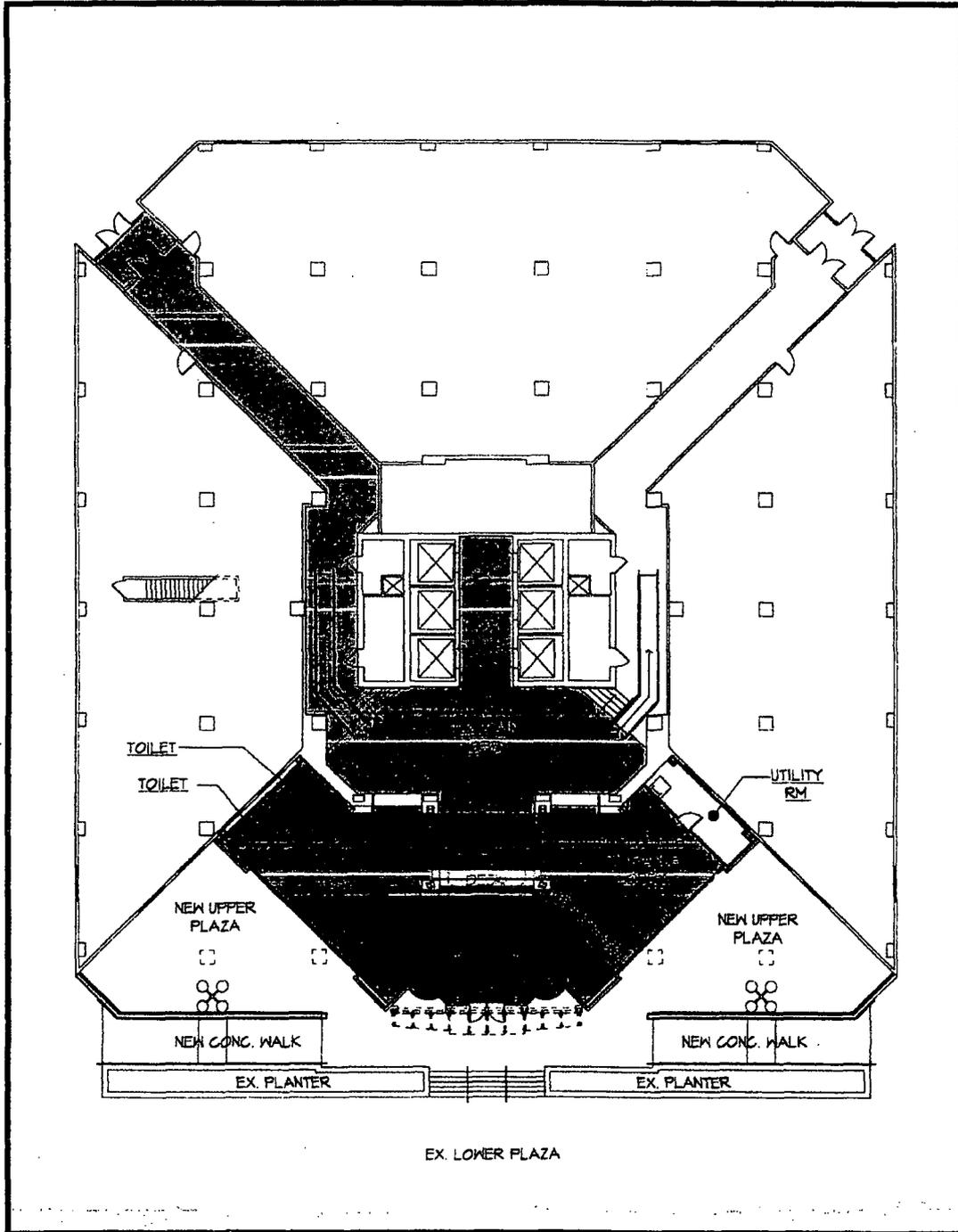
	8. Required Task Completion Date	9. Deliverable Due Dates	10. Labor Category	11. Est. Hours	12. Price (per contract schedule of supplies/services)
Task:	Start: Complete:				
Task:	Start: Complete:				
Task:	Start: Complete:				
Task:	Start: Complete:				

13. Total Cost

Acknowledgment and Acceptance of Work Order

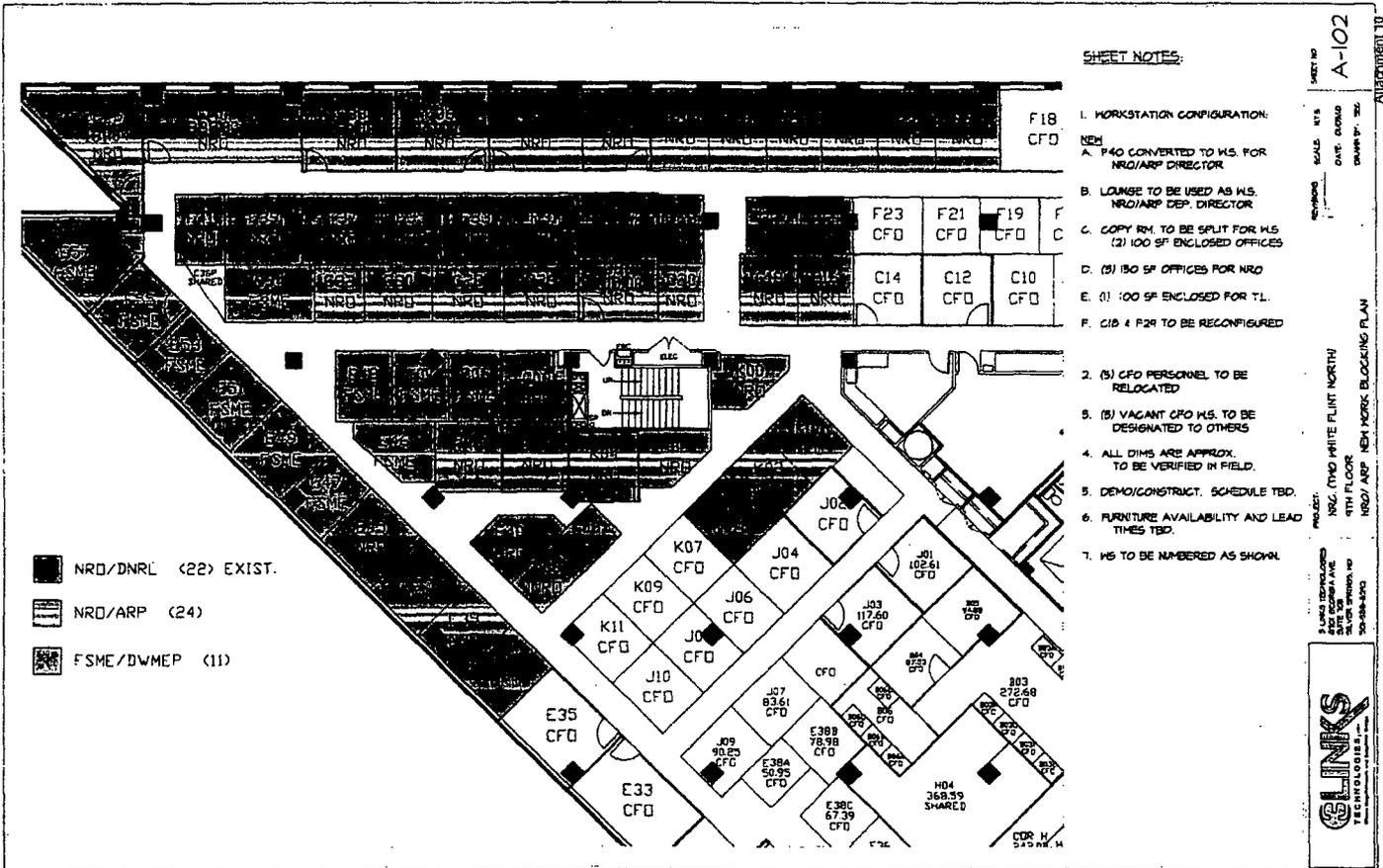
Signature and Title - Contractor	Date
Signature - NRC Project Officer	Date

SOW Attachment 9: Space Plan with Graphic Illustration

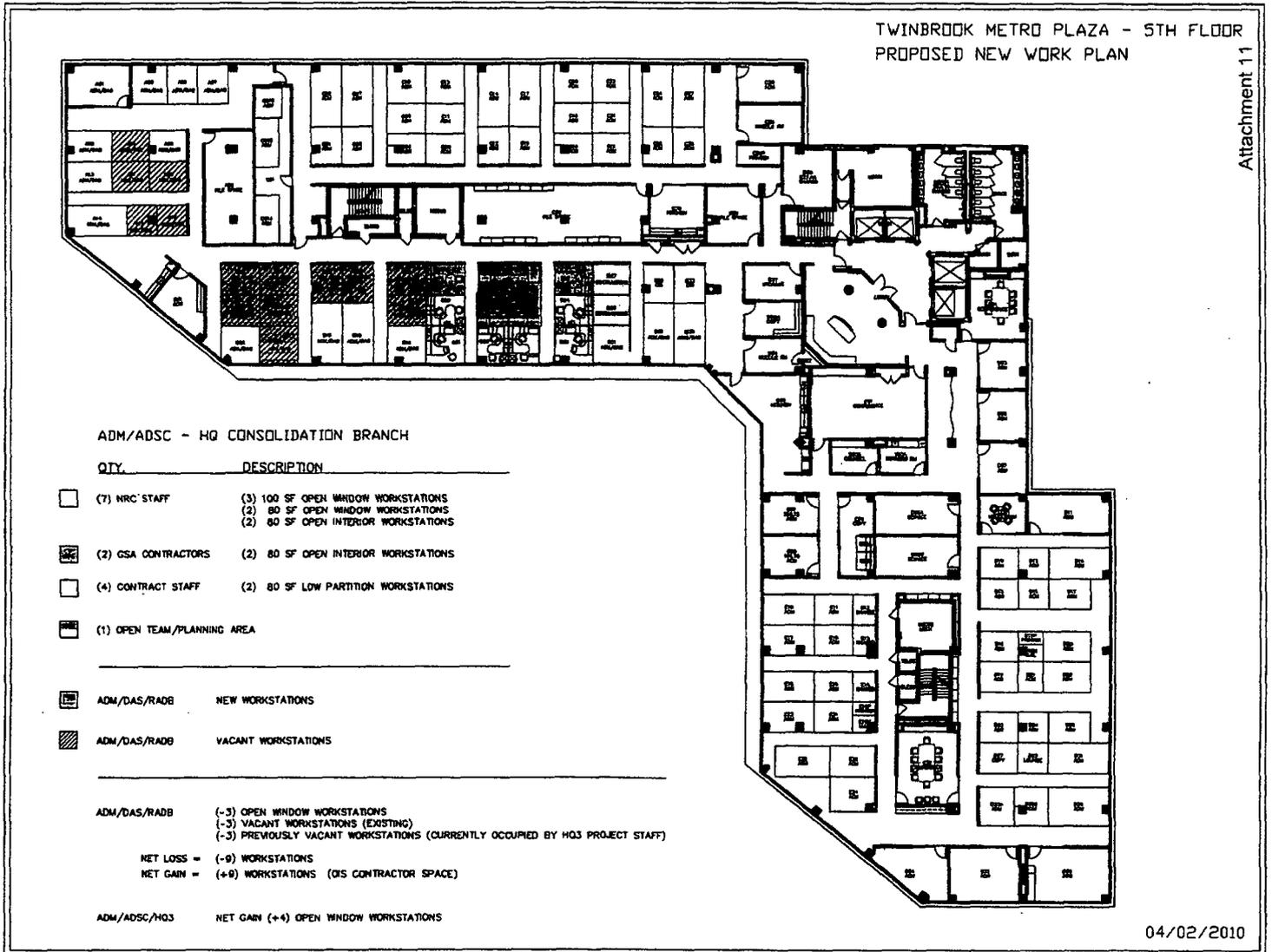


Attachment 9

SOW Attachment 10: Occupancy and Organizational Block Plan



SOW Attachment 11: Space Scenarios and Strategies



Attachment 11

TWB SPACE SUMMARY**ADM/ADSC SPACE NEEDS (3WFN):****ADM/ADSC:**

- Requires term space for group working on 3WFN project.
- Combined total of 12 individuals with varying start dates.

- (1) GG-15 TA
- (6) Staffers
- (2) GSA Contractors
- (3) Contractors
- (1) Team/Planning Area

ADM/DAS:

- Currently has 10 NRC staff located in the B-Corridor of TWB-05.
- Will be required to consolidate current footprint based on vacancies and staff grade levels.

OIS Contractors:

- Will be required to be moved offsite to another location (EBB)
 - This will free up a total of 11 workstations for the 3WFN effort.
- (10) Contractors
 - (1) NRC PO using workstation as TD Center when visiting TWB.

(2) Additional OIS desk-side support contractors will remain.

Additional Notes:

- All options presented will require ADM/DAS to forfeit a number of window offices.
- There will still be a surplus of available offices (4-5) Post-DAS Consolidation.
- 3WFN contractor workstations will be configured in such a way as to double-up the 3 contract staff 2 to a workstation.

SOW Attachment 12: New Space Design

U.S.NRC
UNITED STATES NUCLEAR REGULATOR COMMISSION



TWO WHITE FLINT NORTH
2ND FLOOR

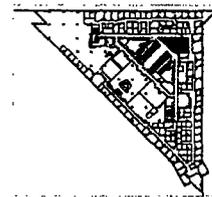
CSO CONTRACTOR ROOM RENOVATION PROPOSAL
PHASE II
10/19/09

DRAWING SHEET LIST:

- 6-100 COVER SHEET/ GENERAL NOTES
- D-101 DEMOLITION PLAN
- A-101 NEW WORK PLAN
- A-102 WORK SURFACE & PANEL PLAN
- A-103 COMPONENT PLAN

ADVISED FOR
IN USE

KEY PLAN:



NOT FOR CONSTRUCTION

SHEET NO. 6-100

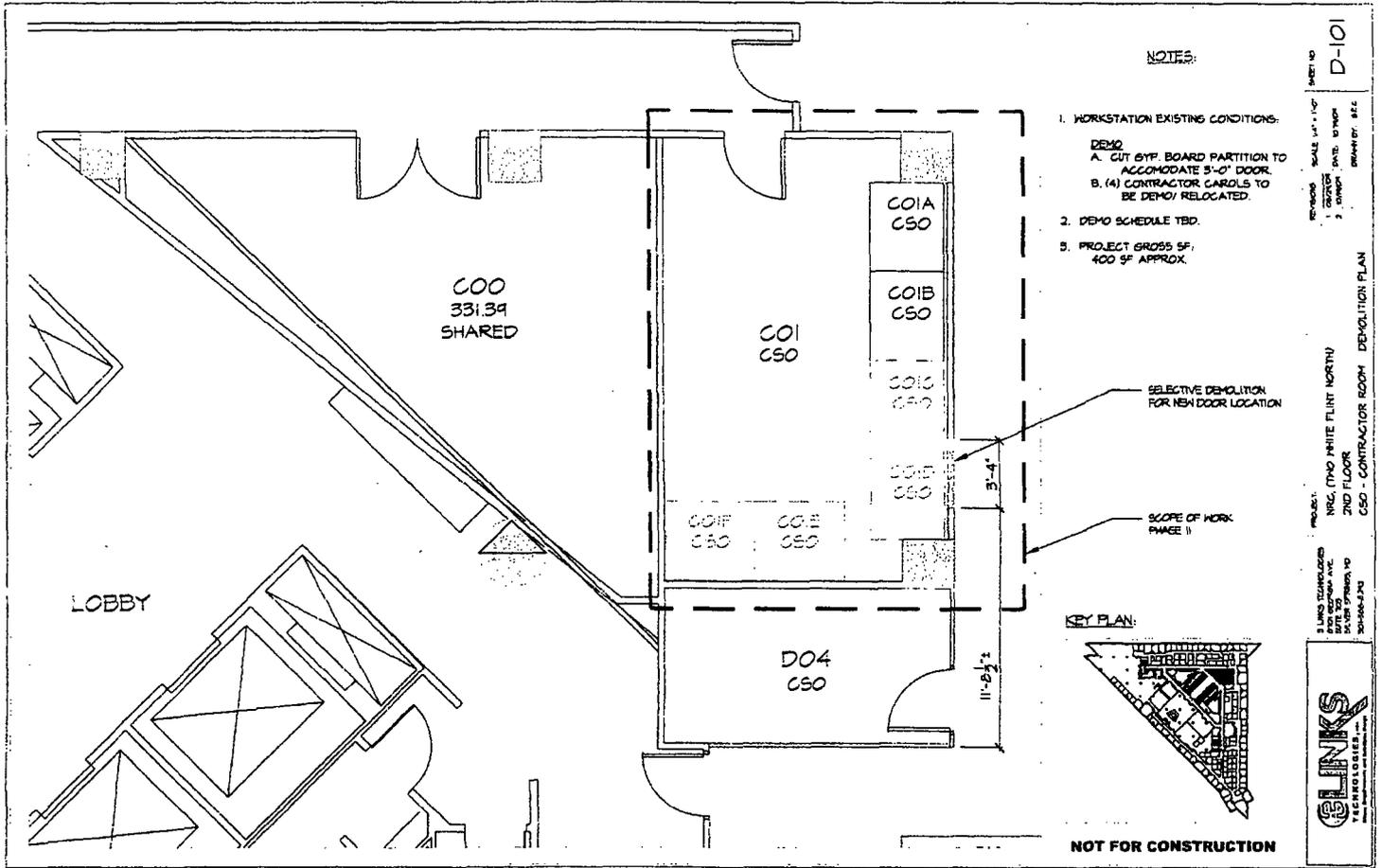
REVISIONS: 1. 10/19/09 2. 10/19/09 3. 10/19/09

PROJECT: NRC, TWO WHITE FLINT NORTH, 2ND FLOOR, CSO - CONTRACTOR ROOM

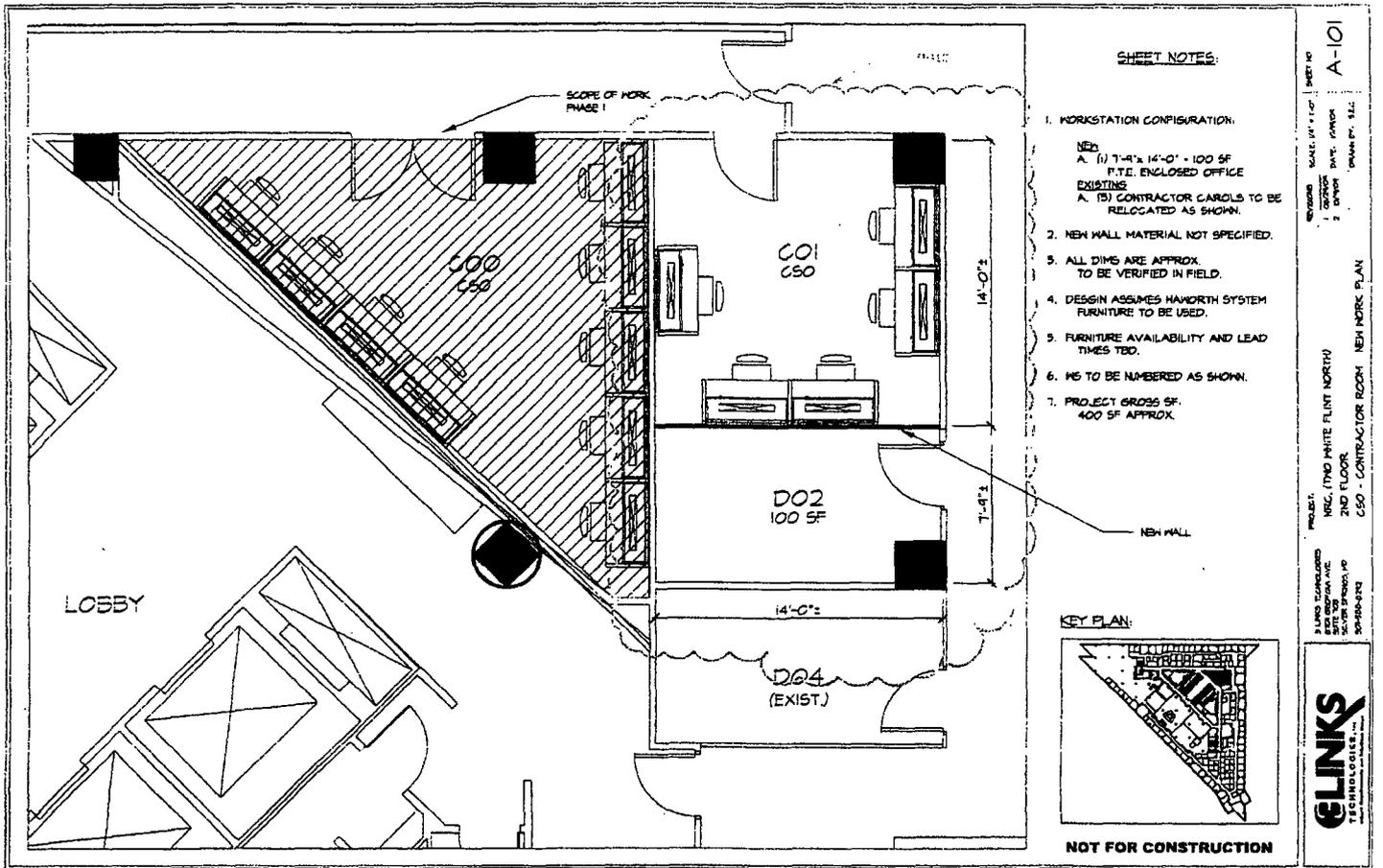
CLIENT: U.S. NUCLEAR REGULATORY COMMISSION, 1155 PENNSYLVANIA AVE, WASHINGTON, DC 20545-0001, 202-381-3300

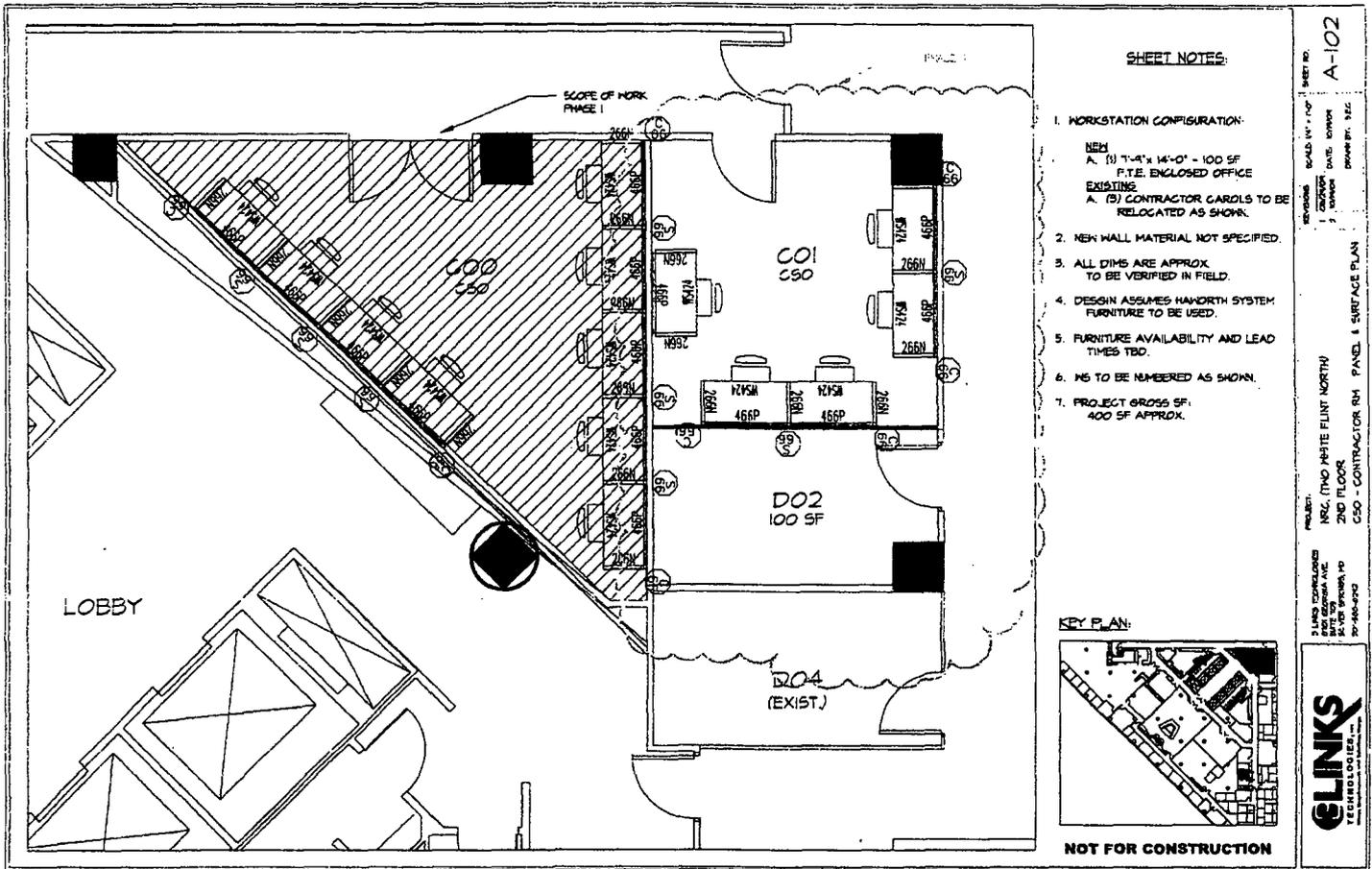
DRAWN BY: S.C.

COVER SHEET

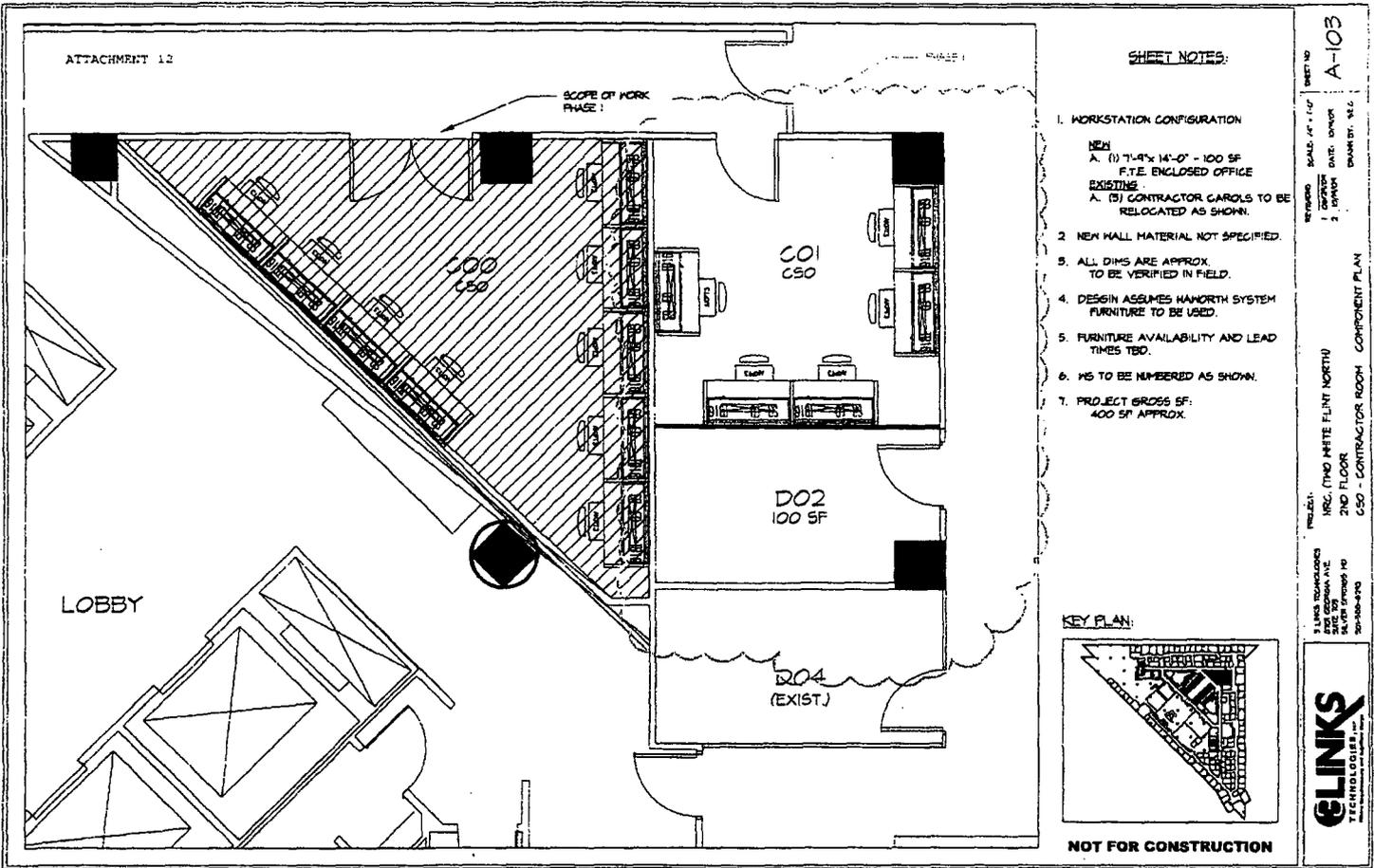


Attachment 12





Attachment 12



Attachment 12

SOW Attachment 13: Space Analysis Presentation

NRO, FSME, CFO Space:

NRO

Total Allocated Workstations = 589
 Total Vacancy = 56

BUILDING	FLOOR	WORKSTATION COUNT
TWFN	06	167
	07	194
	09	37
	10	191

Total Personnel = 533

Personnel Type	Personnel Count
NRC Staff	499
Contractors	30
Consultants	4

FSME

Total Allocated Workstations = 244
 Total Vacancy = 12

BUILDING	FLOOR	WORKSTATION COUNT
OWFN	08	10
TWFN	08	223
	09	11

Total Personnel = 232

Personnel Type	Personnel Count
NRC Staff	225
Contractors	4
Consultants	3

CFO

Total Allocated Workstations = 172

Total Vacancy = 21

BUILDING	FLOOR	WORKSTATION COUNT
TWFN	09	172

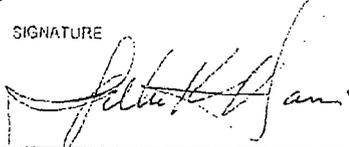
Total Personnel = 150

Personnel Type	Personnel Count
NRC Staff	120
Contractors	29
Consultants	1

ATTACHMENT 2: NRC FORM 187, CONTRACT SECURITY AND/OR CLASSIFICATION REQUIREMENTS

NRC FORM 187 (7-2009) NRCMD 12	U.S. NUCLEAR REGULATORY COMMISSION	AUTHORITY The policies, procedures, and criteria of the NRC Security Program, NRCMD 12, apply to performance of this contract, subcontract or other activity.								
CONTRACT SECURITY AND/OR CLASSIFICATION REQUIREMENTS		COMPLETE CLASSIFIED ITEMS BY SEPARATE CORRESPONDENCE								
CONTRACTOR NAME AND ADDRESS 3LINKS 8701 Ga. Ave Suite 705 Silverspring, MD 20910	A. CONTRACT NUMBER FOR COMMERCIAL CONTRACTS OR JOB CODE FOR DOE PROJECTS (Prime contract number must be shown for all subcontracts) B. PROJECTED START DATE: 03/01/2011	C. PROJECTED COMPLETION DATE: 02/28/2016								
2. TYPE OF SUBMISSION <input checked="" type="checkbox"/> A. ORIGINAL <input type="checkbox"/> B. REVISED (Supersedes all previous submissions) <input type="checkbox"/> C. OTHER (Specify)										
3. FOR FOLLOW-ON CONTRACT, ENTER PRECEDING CONTRACT NUMBER AND PROJECTED COMPLETION DATE A. DOES NOT APPLY <input checked="" type="checkbox"/> B. CONTRACT NUMBER _____ C. DATE _____										
4. PROJECT TITLE AND OTHER IDENTIFYING INFORMATION Support Service for Space Planning and Property Management System (SPMS)										
5. PERFORMANCE WILL REQUIRE										
A. ACCESS TO CLASSIFIED MATTER OR CLASSIFIED INFORMATION YES (If "YES," answer 1-7 below) <input checked="" type="checkbox"/> NO (If "NO," proceed to 5.C)	NOT APPLICABLE	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">NATIONAL SECURITY</th> <th colspan="2" style="text-align: center;">RESTRICTED DATA</th> </tr> <tr> <td style="text-align: center;">SECRET</td> <td style="text-align: center;">CONFIDENTIAL</td> <td style="text-align: center;">SECRET</td> <td style="text-align: center;">CONFIDENTIAL</td> </tr> </table>	NATIONAL SECURITY		RESTRICTED DATA		SECRET	CONFIDENTIAL	SECRET	CONFIDENTIAL
NATIONAL SECURITY		RESTRICTED DATA								
SECRET	CONFIDENTIAL	SECRET	CONFIDENTIAL							
1. ACCESS TO FOREIGN INTELLIGENCE INFORMATION 2. RECEIPT, STORAGE, OR OTHER SAFEGUARDING OF CLASSIFIED MATTER. (See 5.B.) 3. GENERATION OF CLASSIFIED MATTER 4. ACCESS TO CRYPTOGRAPHIC MATERIAL OR OTHER CLASSIFIED COMSEC INFORMATION 5. ACCESS TO CLASSIFIED MATTER OR CLASSIFIED INFORMATION PROCESSED BY ANOTHER AGENCY 6. CLASSIFIED USE OF AN INFORMATION TECHNOLOGY PROCESSING SYSTEM 7. OTHER (Specify)										
B. IS FACILITY CLEARANCE REQUIRED? YES <input checked="" type="checkbox"/> NO										
C. UNESCORTED ACCESS IS REQUIRED TO NUCLEAR POWER PLANTS. D. ACCESS IS REQUIRED TO UNCLASSIFIED SAFEGUARDS INFORMATION. <input checked="" type="checkbox"/> E. ACCESS IS REQUIRED TO SENSITIVE IT SYSTEMS AND DATA <input checked="" type="checkbox"/> F. UNESCORTED ACCESS TO NRC HEADQUARTERS BUILDING	G. REQUIRE OPERATION OF GOVERNMENT VEHICLES OR TRANSPORT PASSENGERS FOR THE NRC H. WILL OPERATE HAZARDOUS EQUIPMENT AT NRC FACILITIES. I. REQUIRED TO CARRY FIREARMS. J. FOUND TO USE OR ADMIT TO USE OF ILLEGAL DRUGS									
FOR PROCEDURES AND REQUIREMENTS ON PROVIDING TEMPORARY AND FINAL APPROVAL FOR UNESCORTED ACCESS, REFER TO NRCMD 12.										
NOTE: IMMEDIATELY NOTIFY DRUG PROGRAM STAFF IF BOX 5 A, C, D, G, H, I, OR J IS CHECKED.										

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

NAME AND TITLE	SIGNATURE	DATE
William K. Harris Project Officer, Space Planning and Consolidation, Space Design Branch		10/25/2010

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
----------------------------------------	-------------------------------------

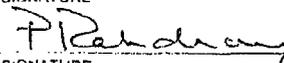
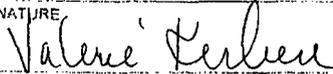
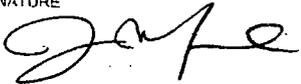
9. REQUIRED DISTRIBUTION OF NRC FORM 187 Check appropriate box(es)

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 J. Rabideau		1-3-11
B. DIRECTOR, DIVISION OF FACILITIES AND SECURITY Robert Webber		2/11/11
C. DIRECTOR, DIVISION OF CONTRACTS AND PROPERTY MANAGEMENT (Not applicable to DOE agreements) <i>for</i> Jennifer A. Defino, Contract Specialist		02/14/2011

REMARKS

ATTACHMENT 3: 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 Director Division of 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

Table with 3 columns: OCCUPATION CODE - TITLE, FOOTNOTE, RATE. Lists various occupations like Administrative Support, Accounting Clerk, etc., with their corresponding rates.

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 Surface Programs	25.19
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 conformances 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.

\$ ATTACHMENT 4: 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.

& ATTACHMENT 5: 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>
(c) <u>Direct Costs:</u>		
(1) Direct Labor	\$ _____	\$ _____
(2) Travel	\$ _____	\$ _____
(3) Materials	\$ _____	\$ _____
(4) Equipment	\$ _____	\$ _____
(5) Materials Handling Fee	\$ _____	\$ _____
(6) Consultants	\$ _____	\$ _____
(7) Subcontracts	\$ _____	\$ _____
 Total Direct Costs:	 \$ _____	 \$ _____