

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

1. REQUISITION NO. ADM-11-189
PAGE 1 OF 45

2. CONTRACT NO. NRC-HQ-11-C-10-0043
3. AWARD EFFECTIVE DATE **MAY 04 2011**
4. ORDER NO.
5. SOLICITATION NUMBER ADM-11-189
6. SOLICITATION ISSUE DATE

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

9. ISSUED BY: U.S. Nuclear Regulatory Commission
Div. of Contracts, MSA
Attn: Manon Butt, Cont Spc, 301-492-3629
Mail Stop: TWB-01-B10M
Washington, DC 20555
CODE 3100
10. THIS ACQUISITION IS
 UNRESTRICTED OR SET ASIDE: 100 % FOR
 SMALL BUSINESS
 WOMEN-OWNED SMALL BUSINESS (WOSB)
 HUBZONE SMALL BUSINESS
 ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB) UNDER THE WOMEN OWNED SMALL BUSINESS PROGRAM
 SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
 (X) M/A
NAICS: 561110
SIZE STANDARD:

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
 SEE SCHEDULE
12. DISCOUNT TERMS: Net 30
13a. THIS CONTRACT IS A RATED ORDER UNDER DFAS (15 CFR 700)
13b. RATING: N/A
14. METHOD OF SOLICITATION
 RFP IFB RFP

15. DELIVER TO: U.S. Nuclear Regulatory Commission
Attn: Catherine Blakeney
Mail Stop O-2-A13
11555 Rockville Pike
Rockville MD 20852
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, fax 301-588-8294
18a. PAYMENT WILL BE MADE BY CODE 3100
Department of Interior / NBC
NRCPayments@nbc.gov
Attn: Fiscal Services Branch - D2770
7301 W. Mansfield Avenue
Denver CO 80235-2230

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. SCHEDULE OF SUPPLIES & SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<p>3Links Technologies, Inc. shall provide the U.S. Nuclear Regulatory Commission (NRC) with Onsite Administrative Support Services for the NRC Headquarters Administrative Services Center and Supply Room Operations, in accordance with the Statement of Work, the Schedule of Items and Prices, and the contract terms and conditions.</p> <p>Reference 3Links Technologies, Inc. Proposal dated March 21, 2011.</p> <p>NRC Project Officer: Catherine Blakeney, ADM/DAS/ASC, 301-415-1491, catherine.blakeney@nrc.gov</p> <p>[REDACTED]</p> <p>(Use Reverse and/or Attach Additional Sheets as Necessary)</p>				

25. ACCOUNTING AND APPROPRIATION DATA
S&R: 2011-40-51-F-191 JCN: B1452 BOC: 252A APPNO: X0200
FFS# 112431 OBLIGATE \$382,100.00
DUNS: 015229300 NAICS: 561110 PSC: AD26
26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$382,100.00

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

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

30a. SIGNATURE OF OFFEROR/CONTRACTOR: *Stephen M. Pool*
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT): Stephen M. Pool, Contracting Officer
30c. DATE SIGNED: 5/4/11
31a. UNITED STATES OF AMERICA SIGNATURE OF CONTRACTING OFFICER: *Stephen M. Pool*
31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT): Stephen M. Pool, Contracting Officer
31c. DATE SIGNED: 5/4/11

TEMPLATE - ADMIN

SUNSI REVIEW COMPLETE

MAY 06 2011

ADM002

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<p>This is a hybrid contract with firm fixed and labor hour pricing.</p> <p>The period of performance of this contract is from June 1, 2011 through December 31, 2011 (seven months) for the base period. The term of this contract may be extended at the option of the government for an additional four option years, as follows:</p> <p>Option Year One: January 1, 2012 through December 31, 2012 Option Year Two: January 1, 2013 through December 31, 2013 Option Year Three: January 1, 2014 through December 31, 2014 Option Year Four: January 1, 2015 through December 31, 2015</p> <p>The total amount of this contract (ceiling) for the base period of performance, for the services ordered, delivered, and accepted under this contract, is \$382,100.00.</p> <p>The amount presently obligated with respect to this contract is \$382,100.00. The base period is fully funded.</p> <p>The total amount of this contract for the services ordered, delivered, and accepted, if all option periods are exercised, is as follows:</p> <p>Base Period (seven months): \$382,100.00 (current ceiling) Option Year One: \$676,133.20 Option Year Two: \$695,485.04 Option Year Three: \$717,341.70 Option Year Four: \$738,858.68</p> <p>Total Amount, Base Period and 4 Option Years: \$3,209,918.62</p> <p>A detailed Schedule of Items and Prices is shown in Section B of this contract.</p> <p>Attachments: See Section D of this contract.</p>				

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

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

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY		

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (Print)
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE
42b. RECEIVED AT (Location)	
42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS

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SECTION B – CONTINUATION BLOCK

B.1 PROJECT TITLE

The title of this project is as follows:

Onsite Administrative Support Services for the U.S. Nuclear Regulatory Commission Headquarters

B.2 BRIEF DESCRIPTION OF WORK (MAR 1987)

The contractor shall provide the U.S. Nuclear Regulatory Commission (NRC) headquarters with a variety of onsite administrative support services for the Administrative Services Center (ASC) and supply room operations, including, but not limited to, support for the ASC help desk, onsite parking for employees and visitors, public transportation subsidies, special events, meetings, meeting room inspections, system furniture key replacement, dosimeter badges, flag maintenance, bulletin boards, and supply shipments.

B.3 DURATION OF CONTRACT PERIOD (MAR 1987) ALTERNATE 2 (MAR 1987)

This contract shall commence on June 1, 2011 and will expire on December 31, 2011 (seven months). The term of this contract may be extended at the option of the Government for an additional four option years.

B.4 52.216-1 TYPE OF CONTRACT (APR 1984)

This contract is a hybrid Firm Fixed Price and Labor Hour contract. The basic ongoing monthly services are firm fixed-price. Additional services will be provided as needed on a labor hour basis.

B.5 CONSIDERATION AND OBLIGATION--FIRM FIXED PRICE AND TIME AND MATERIALS (JUN 1988)

The amount of \$322,896.00 has been obligated for the firm fixed price portion of the base period and the amount of \$59,204.00 has been obligated for the estimated labor hour portion of the base period. The base period is fully funded in the amount of \$382,100.00. The firm fixed price and estimated labor hour cost of this contract for the seven month base period and four option years is \$3,209,918.62.

B.6 SCHEDULE OF ITEMS AND PRICES

Base Period, June 1, 2011 – December 31, 2011 (7 months)

Item No.	Description of Services	Qty	Unit	Unit Price	Amount
	Administrative Support Services -- Firm Fixed Price (FFP)				
001	Task Area 1 - Administrative Support		Month		
002	Task Area 2 - Administrative Support		Month		
	Subtotal - Task Areas 1 and 2 FFP		Month		

003	Lead On-Site Supervisor – Overtime Hours		OT Hours		
004	ASC Help Desk Specialist – Overtime Hours		OT Hours		
005	Supply Specialist – Overtime Hours		OT Hours		
	Subtotal - Task Areas 1 and 2				
	Task Area 3 - Additional Services – As needed basis – Est. Labor Hours*				
006	Administrative Support Specialist – Regular Hours		Reg. Hours		
007	Administrative Support Specialist – Overtime Hours		OT Hours		
	Subtotal - Task Area 3				
	Total Base Period				\$382,100.00

Option Year One, January 1, 2012 – December 31, 2012 (one year)

Item No.	Description of Services	Qty	Unit	Unit Price	Amount
	Administrative Support Services – Firm Fixed Price (FFP)				
001	Task Area 1 - Administrative Support		Month		
002	Task Area 2 - Administrative Support		Month		
	Subtotal - Task Areas 1 and 2 FFP		Month		
003	Lead On-Site Supervisor – Overtime Hours		OT Hours		
004	ASC Help Desk Specialist – Overtime Hours		OT Hours		
005	Supply Specialist – Overtime Hours		OT Hours		
	Subtotal - Task Areas 1 and 2				
	Task Area 3 - Additional Services – As needed basis – Est. Labor Hours*				
006	Administrative Support Specialist – Regular Hours		Reg. Hours		
007	Administrative Support Specialist – Overtime Hours		OT Hours		
	Subtotal - Task Area 3				
	Total Option Year One				\$676,133.20

Option Year Two, January 1, 2013 – December 31, 2013 (one year)

Item No.	Description of Services	Qty	Unit	Unit Price	Amount
	Administrative Support Services – Firm Fixed Price (FFP)				
001	Task Area 1 - Administrative Support		Month		

002	Task Area 2 - Administrative Support	[REDACTED]	Month	[REDACTED]	[REDACTED]
	Subtotal - Task Areas 1 and 2 FFP	[REDACTED]	Month	[REDACTED]	[REDACTED]
003	Lead On-Site Supervisor – Overtime Hours	[REDACTED]	OT Hours	[REDACTED]	[REDACTED]
004	ASC Help Desk Specialist – Overtime Hours	[REDACTED]	OT Hours	[REDACTED]	[REDACTED]
005	Supply Specialist – Overtime Hours	[REDACTED]	OT Hours	[REDACTED]	[REDACTED]
	Subtotal - Task Areas 1 and 2				[REDACTED]
	Task Area 3 - Additional Services – As needed basis – Est. Labor Hours*				
006	Administrative Support Specialist – Regular Hours	[REDACTED]	Reg. Hours	[REDACTED]	[REDACTED]
007	Administrative Support Specialist – Overtime Hours	[REDACTED]	OT Hours	[REDACTED]	[REDACTED]
	Subtotal - Task Area 3				[REDACTED]
	Total Option Year Two				\$695,485.04

Option Year Three, January 1, 2014 – December 31, 2014 (one year)

Item No.	Description of Services	Qty	Unit	Unit Price	Amount
	Administrative Support Services – Firm Fixed Price (FFP)				
001	Task Area 1 - Administrative Support	[REDACTED]	Month	[REDACTED]	[REDACTED]
002	Task Area 2 - Administrative Support	[REDACTED]	Month	[REDACTED]	[REDACTED]
	Subtotal - Task Areas 1 and 2 FFP	[REDACTED]	Month	[REDACTED]	[REDACTED]
003	Lead On-Site Supervisor – Overtime Hours	[REDACTED]	OT Hours	[REDACTED]	[REDACTED]
004	ASC Help Desk Specialist – Overtime Hours	[REDACTED]	OT Hours	[REDACTED]	[REDACTED]
005	Supply Specialist – Overtime Hours	[REDACTED]	OT Hours	[REDACTED]	[REDACTED]
	Subtotal - Task Areas 1 and 2				[REDACTED]
	Task Area 3 - Additional Services – As needed basis – Est. Labor Hours*				
006	Administrative Support Specialist – Regular Hours	[REDACTED]	Reg. Hours	[REDACTED]	[REDACTED]
007	Administrative Support Specialist – Overtime Hours	[REDACTED]	OT Hours	[REDACTED]	[REDACTED]
	Subtotal - Task Area 3				[REDACTED]
	Total Option Year Three				\$717,341.70

Option Year Four, January 1, 2015 – December 31, 2015 (one year)

Item No.	Description of Services	Qty	Unit	Unit Price	Amount
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	Administrative Support Services – Firm Fixed Price (FFP)				
001	Task Area 1 - Administrative Support	Month			
002	Task Area 2 - Administrative Support	Month			
	Subtotal - Task Areas 1 and 2 FFP	Month			
003	Lead On-Site Supervisor – Overtime Hours	OT Hours			
004	ASC Help Desk Specialist – Overtime Hours	OT Hours			
005	Supply Specialist – Overtime Hours	OT Hours			
	Subtotal - Task Areas 1 and 2				\$640,539.68
	Task Area 3 - Additional Services – As needed basis – Est. Labor Hours*				
006	Administrative Support Specialist – Regular Hours	Reg. Hours			
007	Administrative Support Specialist – Overtime Hours	OT Hours			
	Subtotal - Task Area 3				
	Total Option Year Four				\$738,858.68

Total Base Period (7 months) and Option Years One through Four: **\$3,209,918.62**

*Task Area 3 is based on an estimated, not-to-exceed number of labor hours that may be required for additional services. These labor hours may only be increased via modification to the contract.

B.7 STATEMENT OF WORK

**U.S. NUCLEAR REGULATORY COMMISSION
ONSITE SUPPORT FOR THE ADMINISTRATIVE SERVICES CENTER
STATEMENT OF WORK**

BACKGROUND:

The U.S. Nuclear Regulatory Commission (NRC) is a Federal agency with a total of approximately [redacted] headquarters staff housed within the following locations:

1. One White Flint North Building (OWFN)
11555 Rockville Pike
Rockville, Maryland 20855
2. Two White Flint North Building (TWFN)
11545 Rockville Pike
Rockville, Maryland 20855
3. Executive Boulevard Building (EBB)
6003 Executive Boulevard
Rockville, Maryland 20852

4. Gateway Building (GW)
7201 Wisconsin Avenue, Suite 425
Bethesda, Maryland 20814
5. Twinbrook Building (TWB)
12300 Twinbrook Parkway
Rockville, Maryland 20852
6. Church Street Building (CS)
21 Church Street
Rockville, Maryland 20850

In addition to the six current headquarters locations occupied by NRC staff listed above, NRC is currently finalizing the preparation of new office space at the following location and expects to move staff to this location in 2012:

7. Three White Flint North Building (3WFN)
11601 Station Street
Rockville, Maryland 20852

The OWFN and TWFN buildings are connected at the ground level and together comprise the headquarters White Flint Complex (WFC). The EBB, GW, TWB and CS buildings are known as the NRC headquarters "interim" locations because they serve as temporary additional office space. NRC plans to phase-out the four interim locations as space becomes available in the new 3WFN building.

PURPOSE:

The Office of Administration (ADM) provides a wide variety of centralized administrative support to efficiently meet the corporate support needs of the headquarters staff. Within ADM, the Administrative Services Center (ASC) Branch serves as a headquarters-wide central focal point for staff to obtain information and assistance in dealing with many of the common administrative issues affecting their daily activities.

The purpose of this new contract is to continue to provide the ASC with supplemental onsite administrative support. The ASC staff has oversight of these activities and this contract provides the scalable supplemental resources required by the ASC to consistently meet the needs of the agency. With contractor assistance, the ASC provides timely information, guidance and administrative support services for a wide variety of headquarters onsite support needs including operation of the ASC Help Desk (HD) and the headquarters Supply Rooms.

During the proposed period of performance, this new contract's structure is intended to provide the flexibility needed to efficiently scale and locate this support to appropriately address the agency's needs for this type of support during the agency's transition out of the interim buildings and into the 3WFN building.

SCOPE:

This contract will provide the ASC with onsite supplemental resources at headquarters to support the volume of staff inquiries and requests for a variety of support such as assistance with: arranging onsite parking for employees and visitors; obtaining public transportation subsidies; reserving space and arranging support for special events; Commission meetings and other onsite meetings; obtaining replacement keys for systems furniture; updating bulletin boards; distributing special equipment for staff travel such as dosimeter badges and international power conversion kits; and stocking office supplies.

The structure of support to be provided under this contract includes:

I. Providing a "basic" level of ongoing daily services:

Under the firm-fixed-price portion of the contract for the basic level of ongoing daily services, the contractor shall perform all of the "Overall Contract Requirements" and Task Areas #1 and #2.

Task Area #1 primarily supports Operation of the ASC/HD from 7:15am to 5:00pm each Federal workday. The NRC's OWFN and TWFN buildings comprise the headquarters WFC and the ASC/HD is located in the OWFN building and provides NRC staff at the WFC with a central point to visit, telephone or e-mail when they need to obtain information, assistance, or referrals to other service specific contacts for a wide variety of administrative support needs. Headquarters staff at the interim locations can also obtain information and assistance from the ASC/HD remotely by telephone and e-mail.

Task Area #2 provides assistance to the headquarters supply room supply operation located in the One White Flint North building (OWFN), and to the EBB and CSB Supply Room supply operations until 3WFN is occupied.

II. Providing additional on-call, as-needed support:

In addition to the basic level of daily support, this contract also provides an option for the ASC to obtain additional on-call, as-needed support. The ASC staff will use this on-call support to respond to peak workload levels at the WFC that exceed the capacity or workday schedule of the support provided under the basic service level. This on-call support will also be used to provide ASC with the capability to extend the onsite support available from the WFC ASC/HD and OWFN Supply Room supply operation to the TWB and GW interim locations, to maintain stock in their onsite satellite supply rooms, and perform other miscellaneous onsite administrative tasks, as appropriate. This additional on-call support will be obtained on a Time and Materials cost basis and is covered by Task Area #3.

A. OVERALL CONTRACT REQUIREMENTS:

This Statement of Work (SOW) and the attached ASC Standard Operating Procedures (ASC/SOP) guidance are organized by NRC Task Areas.

The SOW will provide:

1. the overall contract requirements;
2. the reporting requirements;
3. the list of Task Areas and the types of services covered by each Task Area;
4. the minimum requirements for acceptable performance in each Task Area; and
5. identification of the performance incentive deductions NRC reserves the right to take from any amounts owed by NRC to the Contractor for failure to comply with the acceptable performance level for each service.

A.1 Transition Plan:

The Contractor shall deliver with its proposal a comprehensive draft Transition Plan that demonstrates its approach for performing all functions contained within this SOW. The transition period shall be 60 calendar days and shall end at midnight on May 31, 2011.

A.2 Compliance with ASC Processes and Procedures:

The services provided under this contract shall be performed in accordance with the terms and conditions stated in this contract and any additional guidance and specific provisions for each type of service or function detailed in the attached ASC/SOP. The step-by-step instructions for providing each service in the ASC/SOP also reference the standard forms and other related information for processing and documenting each of these services.

A.3 Maintenance of the ASC/SOP:

Throughout the contract period, the Contractor shall perform each service in accordance with the latest version of the ASC/SOP. During the contract period, if the Contractor identifies a more efficient alternative method to perform and/or document any of these services (while maintaining the same or higher service level, e.g., service quality,

quantity, and accuracy of records), the Contractor may request approval from the NRC Project Officer (PO) for the Contractor to modify or deviate from the current ASC/SOP procedure for that service, in order to implement the new procedure. If the NRC PO approves the change, the Contractor shall update the ASC/SOP information to reflect the change and proceed to perform the service or function under the new procedure. The Contractor shall ensure that the ASC/SOP document is continuously updated to reflect the current procedures for all services performed under this contract and the Contractor shall ensure that all services are performed in accordance with the current ASC/SOP requirements. In the event the ASC/SOP guidance does not cover a situation that occurs during performance of any services under this contract, the Contractor shall request from the NRC PO any specific, task-oriented, verbal guidance necessary to accomplish the service. The Contractor shall then document this guidance provided by the NRC PO in the appropriate section of the ASC/SOP, in order to prevent the need for the NRC PO to provide repetitive guidance for responding to a recurrence of the same or similar situation.

The ASC/SOP information shall be updated to reflect the current processes being used by the Contractor within two Federal business days of a new process being approved by the NRC PO and an updated copy immediately provided to the NRC PO. At all times, the procedures in the ASC/SOP shall reflect the complete, accurate, step-by-step guidance for accomplishing all services covered by this contract. The ASC/SOP is the property of NRC; however, its contents shall be updated by the Contractor.

A.4 Customer service:

Under this contract, services shall be provided by the Contractor with an emphasis on courtesy and ensuring that NRC employees receive the information and/or service they need.

A.5 Continuous process improvement:

Throughout the contract period, the Contractor shall continually seek to improve the efficiency of operations and shall maintain written procedures in the ASC/SOP that reflect any and all changes as they occur. Opportunities for the Contractor to improve the efficiency, tracking, or quality of the services provided shall be discussed with the NRC PO prior to the Contractor updating the ASC/SOP document.

A.6 Performance of services including overall prioritization:

All services shall be performed consistently in accordance with the procedures stated in the ASC/SOP, unless the NRC PO has provided advance approval of any deviation. Services under each Task Area shall be handled on a first-in/first-out basis. Any deviation from this prioritization method shall be approved in advance by the NRC PO. The NRC PO shall determine the relative priority of concurrent or urgent service requests.

Occasionally, an unusually large or urgent service request will require the Contractor to focus the majority of onsite resources on a single Task Area to meet urgent project deadlines. If the NRC PO agrees the specific situation warrants this level of urgent processing, NRC will not hold the Contractor responsible for temporary delays in other services that arise as a direct result of the urgent project consuming the Contractor's onsite resources. The NRC PO will provide this direction in writing.

A.7 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.

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.

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.

A.8 Contract schedule:

The period of performance of this contract shall include a 7-month base period and four option years as follows:

Base Period	June 1, 2011 – December 31, 2011
Option Year 1	January 1, 2012 – December 31, 2012
Option Year 2	January 1, 2013 – December 31, 2013
Option Year 3	January 1, 2014 – December 31, 2014
Option Year 4	January 1, 2015 – December 31, 2015

A.9 Tracking of services performed and reporting requirements:

The Contractor shall maintain accurate records of the services requested/provided. Scheduled and ad hoc reports of the services requested/provided shall be delivered to the NRC PO complete, accurate, and in accordance with the schedules stated herein.

The Contractor shall provide the NRC PO with the information reports listed below, organized by each Task Area:

A.9.a Monthly reports

The contractor shall provide the following information to the NRC PO within 5 business days after the end of each calendar month:

1. An updated copy of the current ASC/SOP procedures and guidance (if any change in the procedures or services has occurred since the previous month).
2. A list of all discrepancies/complaints during the period.
3. A list of any discrepancies/complaints during the period which were determined by the NRC PO to be "valid complaints." (A "valid complaint" is defined in Section A.17.a. of the Statement of Work.)
4. A list of any discrepancies/complaints during the period which were the same or similar to previous discrepancies/complaints.
5. For each "valid complaint" listed for the period, identification of the corrective action implemented by the Contractor to prevent the same or similar discrepancy from recurring.

A.9.b Quarterly reports:

The Contractor shall generate and deliver timely reports to the NRC PO that shall be free of errors and omissions. The following list identifies the information to be provided in each quarterly report. Each quarterly report shall be delivered to the NRC PO within 10 business days after the end of the Federal fiscal year quarter.

1. quantity of "walk-in" customers assisted by the ASC/HD
2. quantity of customers telephoning the ASC/HD
3. quantity of customers e-mailing the ASC/HD
4. quantity of customers contacting the ASC/HD that were referred to non-ASC personnel to obtain the service or information they need
5. quantity of meeting room requests scheduled for customers
6. quantity of video teleconference requests scheduled for customers
7. quantity of dosimeter badges issued
8. quantity of replacement keys issued
9. quantity of ASC forms issued to customers
10. quantity of visitor parking requests processed
11. quantity of NRC and U.S. flags in stock to support monthly rotations, and any in need for repair or replacement

12. quantity of Commission functions supported
13. quantity of NRC employees receiving a transit subsidy each month, broken down by those receiving a Metrocheck versus those using a SmarTrip card
14. total cost of NRC transit subsidy disbursements each month
15. quantity of non-Commission special events supported during the period, broken out by the following areas:
 - events held in Commission Hearing Room
 - events held in TWFN Auditorium
 - events held in TWFN Exhibit Area
 - events held in TWFN Cafeteria
 - events held outside on The Green
 - events held in all other locations
16. the issuance and return status of all permanent and temporary dosimeter badges for the quarter
17. the quantity of each type of discrepancy found for each onsite meeting room inspected during the quarter, broken out by the following areas:
 - rooms that were missing chairs
 - rooms that had extra chairs
 - rooms that had broken or soiled chairs
 - rooms that were missing tables
 - rooms that had extra tables
 - rooms that were missing the overhead projector
 - rooms that had an inoperable overhead projector
 - rooms that had a malfunctioning drop-down projection screen
 - rooms that were missing the TV
 - rooms that had a broken TV
 - rooms that were missing the VCR
 - rooms that had a broken VCR
 - rooms that were missing the telephone
 - rooms that were missing the VTC unit
 - rooms that had trash requiring custodial services
 - rooms that were not in correct configuration
 - rooms that had excess items stored in them or in their storage closet

A.9.c Annual report:

The Contractor shall maintain a record of the quantity of each type of service provided during the preceding annual Federal fiscal year period. Within 5 business days after completion of each Federal fiscal year, the Contractor shall provide the NRC PO with a report identifying the total quantity of each type of service provided during the preceding fiscal year.

A.9.d Ad hoc reports:

As directed by the NRC PO, there may be instances where ad hoc reports may be required prior to delivery of the Monthly, Quarterly, or Annual Report or which require information not normally provided. In the event of this need, the Contractor shall prepare and deliver the report to the NRC PO within three business days from the receipt of the request from the NRC PO.

A.10. Government furnished items:

The Government shall provide appropriate office space, telephone equipment and services, personal computers, internet access, electronic mail, required system software, printers, facsimile machines, and access to the NRC Public Address system, at the minimum level determined by the NRC PO that is required to perform the work.

A.11 Safety:

No personnel presenting potential threats to the health, safety, security, general well being, or operational mission of the NRC and its facility occupants shall be employed by the Contractor during the performance of this work. The Government reserves the right to refuse NRC onsite access to any Contractor staff whom it feels presents such threats.

A.12 Security:

All Contractor staff shall comply with established security procedures for entering the NRC's facilities, including special security procedures for entry to restricted or controlled areas. The Contractor shall obtain necessary badges or documents required for entry to restricted or controlled areas, if applicable, to meet the requirements of this work statement. The Contractor shall coordinate with the NRC PO to obtain and return temporary badges and vehicle registrations.

A.13 Contractor work area(s):

The contractor shall ensure assigned work areas are maintained in a neat, orderly manner at all times during performance of the work.

A.14 NRC policy compliance:

The Contractor shall adhere to all applicable NRC policies including:

- Management Directive 12.5, "Automated Information Security Program," available at <http://www.nrc.gov/reading-rm/doc-collections/management-directives/volumes/vol-12.html>
- Management Directive 12.6, "NRC Sensitive Unclassified Information Security Program," available at <http://www.nrc.gov/reading-rm/doc-collections/management-directives/volumes/vol-12.html>
- NRC Sensitive Unclassified Non-Safeguards Information (SUNSI), available at <http://www.nrc.gov/reading-rm/doc-collections/commission/comm-secy/2005/2005-0054comscy-attachment2.pdf>

A.15 ASC Points of contact:

The ASC Project Officer for this contract is:

Catherine Blakeney

(301) 415-1491

Catherine.Blakeney@nrc.gov

Alternate Project Officers are Nancy Turner Boyd, JoAnne Thweatt, and Reginald Stansbury.

A.16 Attachments:

Attachment #1 ASC Standard Operating Procedures (SOP)

A.17 Performance deductions:

NRC reserves the right to take the following monetary deductions from any amount owed the contractor when the NRC PO determines the Contractor failed to meet the contract requirements stated herein. NRC hereby agrees that no total combination of all the performance deductions herein will exceed a monthly deduction of more than

10 percent of the total monthly amount owed the Contractor. However, NRC retains the right to pursue any other legal measures and actions which the contracting officer determines is warranted to correct any performance issues.

A.17.a Performance measure:

Failure by the Contractor to comply with any of the following, as determined by the NRC PO, shall constitute a "valid complaint" under this contract:

1. requirements of the contract and SOW
2. procedures of the most current ASC/SOP

Performance standard:

There can be no more than three total discrepancies per calendar month period in which the NRC PO verifies the discrepancy is a "valid complaint" for non-compliance with any contract requirements.

Performance deduction:

NRC will deduct the following amounts from the monthly invoice payment for any month in which the Contractor fails to comply with the contract performance standard stated above:

NO. OF INCIDENTS	VIOLATIONS	PERCENTAGE DEDUCTION
1 - 3	"valid complaints" per calendar month period	No deduction
4	"valid complaints" per calendar month period	5% of the total monthly invoice being deducted
5	"valid complaints" per calendar month period	6% of the total monthly invoice being deducted
6	"valid complaints" per calendar month period	7% of the total monthly invoice being deducted
7	"valid complaints" per calendar month period	8% of the total monthly invoice being deducted
8	"valid complaints" per calendar month period	9% of the total monthly invoice being deducted
9	"valid complaints" per calendar month period	10% of the total monthly invoice being deducted

A.17.b Performance measure:

For services to be performed under Task Area #1, the Contractor shall provide the onsite coverage required to perform the level of concurrent effort each Federal business day in accordance with this SOW.

Performance standard:

The Contractor shall provide sufficient coverage capacity onsite at NRC to perform at least four (4) concurrent activities under Task Area #1 in different locations each Federal business day.

Performance deduction:

NRC reserves the right to deduct the following amounts for each occurrence where the contractor fails to provide the capacity to perform at least four (4) concurrent activities required under Task Area #1 in different locations.

1. \$100 per hour for providing capacity to perform only three (3) concurrent activities in different locations.
2. \$200 per hour for providing capacity to perform only two (2) concurrent activities in different locations.
3. \$300 per hour for providing capacity to perform only one (1) activity.
4. \$400 per hour for not providing any capacity to perform concurrent activities in different locations.

Note: For lapses in coverage capacity of less than a full hour, the deduction will be prorated using 25% of the hourly amount for each lapse of from 1 to 15 minutes.

A.17.c Performance measure:

For services to be performed under Task Area #2, the Contractor shall provide the onsite coverage required to perform the level of concurrent effort each Federal business day in accordance with this SOW.

Performance standard:

The Contractor shall provide sufficient coverage capacity onsite at NRC to assist with the overall operation of the NRC supply rooms at three different locations as listed under Task Area #2 each Federal business day.

Performance deduction:

NRC reserves the right to deduct the following amounts for each occurrence where the contractor fails to provide the capacity to perform three (3) concurrent activities required under Task Area #2 in different locations.

1. \$100 per hour for providing capacity to perform only two (2) concurrent activities in different locations.
2. \$200 per hour for providing capacity to perform only one (1) activity.
3. \$300 per hour for not providing any capacity to perform concurrent activities in different locations.

Note: For lapses in coverage capacity of less than a full hour, the deduction will be prorated using 25% of the hourly amount for each lapse of from 1 to 15 minutes.

A.17.d Performance measure:

For services to be performed under Task Area #3, the NRC PO will issue a written "Supplemental Support Work Order"(SSWO) which will define the location, work hours, and type of services required. The NRC PO will issue the contractor an SSWO at least 48 hours in advance of the required start time of performance. In the event an emergency prevents the NRC PO from being able to provide more than 48 hours advance notice to the Contractor of the need for an SSWO, the NRC PO will issue the SSWO and the Contractor will make its best effort to respond within 48 hours of its receipt.

Performance standard:

The Contractor shall begin performance of the requirements stated in the SSWO in accordance with the type of service, location, duration, and work schedule stated in the SSWO, unless the NRC PO provides the SSWO to the Contractor with less than 48 hours advance notice. In that case, the Contractor will make its best effort to begin performance of the SSWO work within 48 hours of receipt.

Performance deduction:

NRC reserves the right to deduct \$100.00 per person for each hour the services listed in the SSWO are not performed as the NRC PO requested from any amount owed to the Contractor. The \$100.00 per person per hour deduction rate is based on an hourly amount for the services not received by the NRC from each absent contract employee and to cover the cost to have the work performed by the NRC PO or other NRC staff. For lapses in coverage capacity of less than a full hour, the deduction will be prorated using 25% of the hourly amount for each lapse of from 1 to 15 minutes.

B. ASC TASK AREAS:

The following are the list of specific Task Areas for the types of services to be performed under this contract.

B.1 Task Area #1**Onsite Support for the NRC ASC/HD and Related Support for the WFC**

(Estimated Staffing Level = 4 FTE)

The Contractor shall refer to the attached ASC/SOP for the current specific requirements for performance of the following types of services. The ASC/SOP guidance is subject to change during the contract period based on NRC PO-approved updates providing the latest description of the method used to provide the current services.

Operation of the ASC/HD

The NRC ASC includes a Help Desk (ASC/HD) currently located on the 2nd-floor elevator lobby of the NRC One White Flint North (OWFN) building in Rockville, Maryland.

In support of the coverage required for the ASC/HD, throughout each Federal workday (Monday-Friday, from 7:15 a.m.-5:00 p.m. except Federal holidays) the Contractor shall continuously monitor and provide sufficient staffing capacity to perform a minimum of four types of ASC/HD concurrent services in different locations. To ensure this capacity is continuously maintained, the Contractor shall monitor the level of staffing onsite at NRC each day and the planned leave schedule of their onsite personnel performing services under this contract. The Contractor shall ensure that replacement personnel are available to cover for any of the Contractor's onsite personnel's absence each business day. In the event of an absence, the Contractor shall provide a trained replacement within 2 business hours of the start of the absence.

Task Area #1 includes, but is not limited to, the following types of services as long as no more than four (4) concurrent services in different locations are required by NRC:

1. Monitor incoming NRC customer service requests and feedback received by e-mail, telephone, or walk-ins to the ASC/HD location.
2. Provide telephone assistance to customers that call the ASC/HD for information and/or assistance.
3. Provide onsite assistance to customers that visit the ASC/HD location requesting information and/or assistance.
4. Refer customers to service-specific contacts.
5. Provide assistance for scheduling and coordination of NRC special events.
6. Provide coordination and support for Commission functions.
7. Broadcast PA announcements.
8. Conduct onsite meeting room inspections.
9. Arrange custodial contractor support for scheduled meetings and events.
10. Monitor daily activity submitted to the Microsoft Outlook electronic conference room reservation system.
11. Schedule meeting room reservations for special NRC space for NRC employees.
12. Provide user training to customers in the use of the NRC electronic conference room reservation system.
13. Provide interoffice coordination and support for conference phone reservations.
14. Identify and coordinate support with the Video-Teleconference (VTC) contractor for meetings that will need VTC support.
15. Distribute, receive and track NRC dosimeter badges.
16. Process and track NRC monthly transit subsidy applications.
17. Distribute and track NRC systems furniture keys for OWFN and TWFN and other locations as directed by the NRC PO and inventory spare keys provided by NRC.
18. Maintain onsite inventory of ASC forms and publications.
19. Provide onsite assistance in completion of NRC request forms.
20. Provide assistance in arranging visitor parking.
21. Provide support for tracking NRC staff onsite monthly parking approvals and wait-lists.
22. Maintain onsite inventory and track distribution of international travel kits.
23. Provide support for maintaining NRC bulletin boards.
24. Provide support for maintenance and rotation of NRC flags as requested by NRC's Division of Facilities and Security or the ASC Contract Project Officer.
25. Provide assistance to perform other, as-needed, incidental administrative services tasks.

B.2 Task Area #2:

**Onsite Support for the White Flint Complex Central Supply Room,
EBB and CSB Supply Rooms**

(Estimated Staffing Level = 3 FTE)

The physical challenges in providing this support will include standing, walking, bending, stooping, and independently lifting items up to 30 lbs. in weight.

The Contractor shall provide sufficient staffing capacity onsite each Federal business day to provide support service between the hours of 7:15 a.m. - 5:00 p.m.

The Contractor shall ensure the NRC Supply Rooms are neat and orderly at all times and shall perform the following activities to assist with the overall operation of the NRC Central Supply Room:

1. Receive supply shipments
2. Monitor NRC supply stock levels
3. Replenish supply stocks on shelves
4. Provide customer assistance at the NRC Central Supply Room Customer Support Desk.

The EBB and CSB onsite support will transition to 3WFN when 3WFN is occupied.

B.3 Task Area #3:

Optional Additional Support Provided On an As-Needed, On-Call Basis

The Contractor shall maintain sufficient staffing capacity with the appropriate NRC security clearance to provide NRC with up to two (2) additional Contractor personnel within 48 hours notice by the NRC PO.

The on-call support provided under Task Area #3 shall include but not be limited to any of the types of onsite services at the WFC covered by Task Areas #1 and #2 or both.

In addition, Task Area #3 shall provide support for the types of services available under Task Areas #1 and #2, at either of two (2) current interim building locations listed herein, GW and TWB.

This on-call support will be ordered by the NRC PO on an as-needed basis using the NRC SSWO which will identify the following information for the services to be performed:

1. period of business days the support is required (date range)
2. period of work hours the support is to be provided
3. the Task Areas and types of services to be performed
4. total number of work hours included in the order
5. total estimated cost of the work order (total hours x hourly rate)
6. location for performance of the work

Compensation for overtime requirements under Task Area #3:

Occasionally, an unusually large or urgent service request will require the Contractor to provide NRC with support outside the normal business day stated for a Task Area. The Contractor shall provide any overtime (OT) support requested by the NRC PO and receive payment for the services performed in accordance with the overtime hourly rates established as part of this contract. NRC will reimburse the Contractor in quarter hour increments for OT at a rate of one and one half the applicable hourly rate. OT services performed shall be paid on the basis of the first 1 to 15 minutes = .25-hour OT; paid and, thereafter, each full 15-minute increment for OT pay.

EXAMPLES

1 - 15 minutes	.25 hour OT
15 - 30 minutes	.50 hour OT
30 - 45 minutes	.75 hour OT
45 - 60 minutes	1 hour OT

SECTION C - CONTRACT CLAUSES**C.1 PROJECT OFFICER AUTHORITY ALTERNATE 2 (FEBRUARY 2004)**

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

Name: Catherine Blakeney

Address: U.S. Nuclear Regulatory Commission
ADM/DAS/ASC
Mail Stop O-2-A13
11555 Rockville Pike
Rockville, Maryland 20852

Telephone Number: 301-415-1491

Email: Catherine.Blakeney@nrc.gov

Alternate Project Officer:

Name: Nancy Turner Boyd

Address: U.S. Nuclear Regulatory Commission
ADM/DAS/ASC
Mail Stop O-2-A13
11555 Rockville Pike
Rockville, Maryland 20852

Telephone Number: 301-415-6645

Email: NancyTurner.Boyd@nrc.gov

(b) The project officer shall:

(1) Monitor contractor performance and recommend changes in requirements to the contracting officer.

(2) Inspect and accept products/services provided under the contract.

(3) Review all contractor invoices/vouchers requesting payment for products/services provided under the contract and make recommendations for approval, disapproval, or suspension.

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

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

*To be incorporated into any resultant contract

C.2 2052.215-70 KEY PERSONNEL (JAN 1993)

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

Chelsea Nichols – Lead Specialist (ASC)
Pamela Menefee – Help Desk Specialist (ASC)
Shawn Gibson – Help Desk Specialist (Church Street)
Faith Boyington – Supply Specialist

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.3 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 10 days of the expiration date; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 20 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 four years and seven months (base period of seven months plus four option years).

C.4 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 10 days of the expiration date.

C.5 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.6 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.

C.7 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (APR 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:

(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) 52.219-29 Notice of Total Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (APR 2011).

(22) 52.219-30 Notice of Total Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (APR 2011).

(23) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

(24) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JUL 2010) (E.O. 13126).

(25) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

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

(27) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).

(28) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

(29) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).

(30) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

(31) 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.)

(32)(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.)

(33) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).

(34)(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.
- (35) 52.223-18, Contractor Policy to Ban Text Messaging while Driving (SEP 2010) (E.O. 13513).
- (36) 52.225-1, Buy American Act--Supplies (FEB 2009) (41 U.S.C. 10a-10d).
- (37)(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.
- (38) 52.225-5, Trade Agreements (AUG 2009) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- (39) 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).
- (40) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- (41) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- (42) 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)).
- (43) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- (44) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).
- (45) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).
- (46) 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

[X] (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.8 DETERMINATION OF MINIMUM WAGES AND FRINGE BENEFITS (NOV 1989)

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

C.9 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.10 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.11 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 favorable 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.12 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) The Contractor shall account for all forms of Government-provided identification issued to the Contractor employees in connection with performance under this contract. The Contractor shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the Government:

- (1) When no longer needed for contract performance.
- (2) Upon completion of the Contractor employee's employment.
- (3) Upon contract completion or termination.

(c) The Contracting Officer may delay final payment under a contract if the Contractor fails to comply with these requirements.

(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts when the subcontractor's employees are required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system. It shall be the responsibility of the prime Contractor to return such identification to the issuing agency in accordance with the terms set forth in paragraph (b) of this section, unless otherwise approved in writing by the Contracting Officer.

C.13 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.14 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.

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.15 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.16 SAFETY OF ON-SITE CONTRACTOR PERSONNEL

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

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

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

C.17 2052.235-71 SAFETY, HEALTH, AND FIRE PROTECTION (JAN 1993)

The contractor shall take all reasonable precautions in the performance of the work under this contract to protect the health and safety of its employees and of members of the public, including NRC employees and contractor personnel, and to minimize danger from all hazards to life and property. The contractor shall comply with all applicable health, safety, and fire protection regulations and requirements (including reporting requirements) of the Commission and the Department of Labor. If the contractor fails to comply with these regulations or requirements, the contracting office may, without prejudice to any other legal or contractual rights of the Commission, issue an order stopping all or any part of the work. Thereafter, a start work order for resumption of work may be issued at the discretion of the contracting officer. The contractor may not make a claim for an extension of time or for compensation or damages by reason of, or in connection with, this type of work stoppage.

C.18 MINIMUM INSURANCE COVERAGE

The Contractor shall obtain and maintain insurance coverage as follows for the performance of this contract:

(a) Worker's compensation and employer's liability insurance as required by applicable federal and state worker's compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with the Contractor's commercial operations that it would not be practical. The employer's liability coverage shall be at least \$100,000, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

(b) Comprehensive general (bodily injury) liability insurance of at least \$500,000 per occurrence.

(c) Motor vehicle liability insurance written on the comprehensive form of policy which provides for bodily injury and property damage liability covering the operation of all motor vehicles used in connection with performing the contract. Policies covering motor vehicles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

(d) Comprehensive general and motor vehicle liability policies shall contain a provision worded as follows:

"The insurance company waives any right of subrogation against the United States of America which may arise by reason of any payment under the policy."

C.19 ANNUAL AND FINAL CONTRACTOR PERFORMANCE EVALUATIONS

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

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

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

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

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

C.20 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JAN 2011)

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) 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>.

(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 FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.

C.21 2052.209-71 CONTRACTOR ORGANIZATIONAL CONFLICTS OF INTEREST (REPRESENTATION) (OCT 1999)

I represent to the best of my knowledge and belief that:

The award to the U.S. Nuclear Regulatory Commission of a contract or the modification of an existing contract does / / does not /X/ involve situations or relationships of the type set forth in 48 CFR 2009.570-3(b).

(a) If the representation, as completed, indicates that situations or relationships of the type set forth in 48 CFR 2009.570-3(b) are involved, or the contracting officer otherwise determines that potential organizational conflicts of interest exist, the offeror shall provide a statement in writing which describes in a concise manner all relevant factors bearing on his representation to the contracting officer. If the contracting officer determines that organizational conflicts exist, the following actions may be taken:

(1) Impose appropriate conditions which avoid such conflicts,

(2) Disqualify the offeror, or

(3) Determine that it is otherwise in the best interest of the United States to seek award of the contract under the waiver provisions of 48 CFR 2009-570-9.

(b) The refusal to provide the representation required by 48 CFR 2009.570-4(b), or upon request of the contracting officer, the facts required by 48 CFR 2009.570-3(b), must result in disqualification of the offeror for award.

C.22 COMPLIANCE WITH U.S. IMMIGRATION LAWS AND REGULATIONS (MAY 2010)

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.23 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.24 LEGAL HOLIDAYS

The following Federal legal holidays are observed under this contract.

New Year's Day	1 January
Martin Luther King's Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	4 July
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans Day	11 November
Thanksgiving	Fourth Thursday in November
Christmas Day	25 December

C.25 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.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.

C.28 SEAT BELTS

Contractors, subcontractors, and grantees, are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.

C.29 52.224-1 PRIVACY ACT NOTIFICATION (APR 1984)

The Contractor will be required to design, develop, or operate a system of records on individuals, to accomplish an agency function subject to the Privacy Act of 1974, Public Law 93-579, December 31, 1974 (5 U.S.C. 552a) and applicable agency regulations. Violation of the Act may involve the imposition of criminal penalties.

C.30 52.224-2 PRIVACY ACT (APR 1984)

(a) The Contractor agrees to--

(1) Comply with the Privacy Act of 1974 (the Act) and the agency rules and regulations issued under the Act in the design, development, or operation of any system of records on individuals to accomplish an agency function when the contract specifically identifies--

(i) The systems of records; and

(ii) The design, development, or operation work that the contractor is to perform;

(2) Include the Privacy Act notification contained in this contract in every solicitation and resulting subcontract and in every subcontract awarded without a solicitation, when the work statement in the proposed subcontract requires the design, development, or operation of a system of records on individuals that is subject to the Act; and

(3) Include this clause, including this subparagraph (3), in all subcontracts awarded under this contract which requires the design, development, or operation of such a system of records.

(b) In the event of violations of the Act, a civil action may be brought against the agency involved when the violation concerns the design, development, or operation of a system of records on individuals to accomplish an agency function, and criminal penalties may be imposed upon the officers or employees of the agency when the violation concerns the operation of a system of records on individuals to accomplish an agency function. For purposes of the Act, when the contract is for the operation of a system of records on individuals to accomplish an agency function, the Contractor and any employee of the Contractor is considered to be an employee of the agency.

(c) (1) "Operation of a system of records," as used in this clause, means performance of any of the activities associated with maintaining the system of records, including the collection, use, and dissemination of records.

(2) "Record," as used in this clause, means any item, collection, or grouping of information about an individual that is maintained by an agency, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and that contains the person's name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a fingerprint or voiceprint or a photograph.

(3) "System of records on individuals," as used in this clause, means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.

C.31 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.32 52.232-18 AVAILABILITY OF FUNDS (APR 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

Attachment 1: Standard Operating Procedures for NRC Administrative Support Services

Attachment 2: NRC Form 187, Contract Security and/or Classification Requirements

Attachment 3: U.S. Department of Labor Wage Determination

Attachment 4: Billing Instructions for Fixed Price and Labor Hours Contracts

**U.S. NUCLEAR REGULATORY COMMISSION
ONSITE SUPPORT FOR THE ADMINISTRATIVE SERVICES CENTER**

STANDARD OPERATING PROCEDURES

**TASK AREA #1 BASIC SERVICE LEVEL: ONSITE SUPPORT FOR THE NRC
ADMINISTRATIVE SERVICES CENTER (ASC)**

SCOPE OF WORK

The Contractor shall provide continuous coverage and support for the following services during the hours of 7:15 a.m. - 5:00 p.m., Monday through Friday, except Federal holidays.

No earlier than 7:45 a.m. Eastern Standard Time (EST) and no later than 7:55 a.m. EST, the Contractor shall broadcast Public Address (PA) announcements as required. In the event of an emergency, the Nuclear Regulatory Commission (NRC) has the right to require the contractor to occasionally make additional announcements outside of this timeframe. The NRC Project Officer (PO) will provide the PA announcement language to the contractor.

By 8:00 a.m. EST each business day, the Contractor shall:

1. Run a hard copy report of all meetings for that day. This report shall be posted at the Administrative Services Center (ASC) Help Desk (HD) for quick reference.
2. Send a FIXIT to the NRC custodial contractor specifying any special setups needed that day or for opening or closing of Two White Flint North (TWFN) large room partitions.
3. Perform system update for periodic meetings by going to "Daily Actions," select "Update Periodics," wait for the screen to open, and click on "Update."
4. Review all pending conference room requests and coordinate VTC support, as necessary, with the VTC contractor.

General

The Contractor is responsible for coordinating and overseeing the electronic reservation system, monitoring usage, coordinating special setups, correcting problems, assisting customers in finding the location of their meeting, identifying technical problems, and assisting customers with reservations, if needed.

Schedule meeting room reservations for customers

The Contractor shall schedule and coordinate meeting room reservations (including requirements for video teleconferencing) in accordance with current procedures.

Employee assistance

The contractor shall assist customers in learning to use the electronic reservation system or make reservations for customers upon request. The Contractor shall report technical problems to the Customer Support Center (CSC) on 415-1234.

Requests for video teleconference support

The Contractor is responsible for managing the scheduling of NRC video teleconference (VTC) meetings using the electronic reservation system. Currently, the Contractor schedules approximately 2,000 meetings a year between NRC Headquarters, regional offices, the Technical Training Center, and non-NRC offices. The Multimedia and Communications Branch (MCB) within ADM is responsible for all technical VTC requirements and operations.

The following routine electronic reservation procedures are performed to place a VTC reservation:

1. Employees complete the VTC request form.
2. MCB approves technical requirements (including capacity of system by taking into account other meetings scheduled.)
3. ASC confirms all scheduled meetings after all unit owners and MCB have approved conference participation.

The "VTC Handbook" identifies roles and responsibilities, provides step-by-step procedure guidance, and identifies VTC contacts and Unit Owners.

The following are the specific responsibilities of the Contractor in coordinating VTC services with the MCB:

1. Assists staff in scheduling meetings in accordance with these requirements and immediately notifies the NRC PO of any problems that affect execution of accurate reservations.
2. Confirms meetings approved by the meeting requester and MCB by 1:00 p.m. daily.
3. Sends a reminder notice 48 hours before the scheduled meeting time to requesters who have not provided all required VTC details.
4. Rejects next day meetings not approved by MCB.
5. Schedules all after hours meetings upon receipt of request.
6. Serves as approver for all "general use" VTC resources.
7. Ensures accuracy of the electronic reservations system by promptly completing changes including updates to system units and unit owners following approval by the NRC PO.
8. Provides customer assistance to all users including regional coordinators and VTC facilitators.
9. Facilitates resolution of problems between various VTC constituents.
10. Prepares regular reports of system use and ad hoc requests from the NRC PO.
11. Updates the VTC Handbook and Administrator Procedures after approval of draft by the NRC PO.

Monitor incoming NRC customer service requests

NRC customer service requests are submitted to the ASC HD by:

1. Customers arriving at the ASC HD physical location (in person)
2. Customers telephoning the ASC HD
3. Customers e-mailing the ASC HD
4. Customers submitting a service request via the online Service Request System

During the hours of operation for the ASC HD, the Contractor shall continuously monitor incoming customer service requests from the four communication methods listed above in accordance with the current procedures. E-mail and electronic customer service requests will receive a response within two business hours of receipt. The response will be an acknowledgement of receipt, notification of completion, or a status update on the request, as appropriate.

In-person support

Customers shall be greeted politely and professionally when they arrive at the ASC HD. Customers shall be assisted on a first-come/first-served basis unless an unusual situation clearly justifies deviating from this sequence (e.g., urgent action approved by the NRC PO). An apology for the delay shall be given to any customers who wait more than one minute for service.

Telephone support

Calls shall normally be answered before the third ring. Answer all calls in a pleasant, upbeat voice, stating: "Good morning (or afternoon as applicable), Administrative Services Center, this is (state your name), how may I help you?"

Taking messages directly from customers

When a customer requests to leave a message, the Contractor shall ensure the message includes the following minimum information and provide the message to the intended recipient upon their return to the office:

1. The person in ASC they called
2. First and last name of the person who called
3. Telephone number of the person who called
4. Date and time of the call
5. Reason for the call
6. Any action requested by the person who called (i.e., "Please return call")

Handling telephone voice mail messages

During the workday, no more than 3% of all calls to the ASC HD shall be allowed to go to voice mail, with a goal of answering all calls "directly." The ASC HD phone shall be monitored constantly and any calls allowed to go to voice mail shall be returned (customer called back) within 15 minutes of the incoming call. At the start of each workday, the voice mail box shall be checked for any messages received since the close of business of the previous workday. Any messages found shall be returned during the first half hour of that workday.

Call forwarding

The ASC HD service goal is to provide service whenever possible without referral to others. The following procedures shall be used when customer requests are not within the scope of services provided directly by the ASC HD and must be forwarded to others:

- For calls forwarded to ASC staff:
 1. Inform the caller that you need to put them on hold temporarily while you transfer the call.
 2. Before transferring the call, contact the ASC staff person and inform them that you need to forward a call to them.
 3. Inform the caller that you are transferring them to (name of ASC staff person) and proceed to transfer the call.

NOTE: If the ASC staff person is not available to take the call, inform the caller that you can either transfer them to the ASC person's voice mail or take a message. If the call is urgent, offer to transfer the caller to the ASC staff person's back-up for that particular type of service.

- For Calls forwarded to non-ASC staff:
 1. Inform the caller that the information and/or service requested is not part of the scope of services provided by the ASC and you need to transfer them to the correct organization to help them.
 2. Before transferring the call, provide the caller with the person's name, organization, and telephone number you intend to transfer them to (in case contact is not made).
 3. Always inform the caller that they should call you back in the event the referral does not meet their service needs.

Referring customers to service-specific contacts

In the event an incoming request for service or information is not within the scope of services provided directly by the ASC HD, the Contractor shall accurately refer customers to the appropriate contacts in accordance with current procedures.

Distribute, receive, and track NRC dosimeter badges

The Contractor shall process NRC customer requests for the issue/return and tracking of NRC dosimeter badges in accordance with current procedures.

Dosimeter badges are small devices that measure the amount of radioactivity absorbed. The Contractor is responsible for the inventory management and issuance of dosimeter badges to NRC customers from the ASC HD.

Questions about these procedures shall be referred to the NRC PO. Routine working problems may be resolved directly with the dosimeter contractor (Landauer, Inc.) on (708) 755-7000 or (800) 323-8830.

Questions about the requirements for an employee to obtain a dosimeter (Management Directive 10.131) or regarding the NRC agreement with the dosimeter contractor may be addressed to the Office of Nuclear Material Safety and Safeguards, the NRC Dosimeter Program Manager. The NRC PO will provide the contractor with the name and phone number of the Dosimeter Program Manager upon contract award. Unusual problems or any situation that could affect the timeliness, availability, or integrity of the dosimeter program shall be identified to the NRC PO immediately.

Dosimeter badges are received from the dosimeter contractor before the beginning of each calendar quarter. The badges are entered into the database using the "Quarterly Receipt Processing Method" established by the ASC and may be issued to approved customers at any time during the quarter. At the end of each quarter, an e-mail is sent to all customers who received a badge to return them. The ASC HD then sends these badges, along with all unused badges to the dosimeter contractor for processing.

Dosimeter badges are issued and tracked using the electronic ASC Dosimeter Tracking System provided. A five-digit number is located on the rear of each dosimeter badge following the badge type. When using the Dosimeter Tracking System, use only the last four digits (e.g., badge number "00018" becomes "0018"). All issuances of dosimeter badges must be approved by a Radiation Safety Officer (RSO).

The NRC PO is responsible for system changes and updating system access authorizations. The Contractor is responsible for advising the NRC PO of the need for access changes and system changes to correct problems or improve system performance and customer service.

Quarterly receipt processing

Badges for the new quarter are normally received from the dosimeter contractor on approximately the 15th working day of the last month in each calendar-year quarter. That shipping container is used for shipping the dosimeter badges back to the dosimeter contractor at the end of the quarter.

Upon receipt, badges are inventoried against the manifest to verify all badges have been received. If discrepancies are found, notify the customer service representative, the NRC PO, and the dosimeter program manager by e-mail.

Regular dosimeter badges are called "beta gamma" dosimeter badges. With each shipment there are a few special blank badges, called "neutron" dosimeter badges. They shall be the highest numbered blank badges, have an orange dot on the back of the badge, and be labeled "neutron" on the manifest.

Using the verified manifest or the badges, enter the new badge numbers into the electronic Dosimeter Tracking System as follows:

1. Select the appropriate monthly quarter and current year.
2. Enter the badge number.
3. Scan the bar code on the dosimeter package to record the binary code.
4. Select either "permanent," "blank," "beta gamma blank," or "beta gamma neutron."

- a. Permanent Selection - Click on down cursor to search list for previously entered names. Click "verify name" if found. (By verifying name, the information will automatically register for that person.)
- b. Blank Selection - Enter only badge number, scan the bar code and click OK.

A wooden badge rack is provided for easy storage of badges. For ease of access, permanent badges shall be placed in alphabetical order and blank badges placed in numerical order.

Issuance and return of dosimeter badges

Persons authorized regular use of badges, have permanent badges assigned to them by the RSO through the dosimetry contractor. These permanent badges have the employee's name on them. Blank (temporary) badges are issued to persons not assigned permanent badges.

1. Permanent badge issuance

Obtain the person's name and select the badge from the dosimeter rack. Enter the Dosimeter Tracking System through the "Dosimeter" icon.

- a. Select the appropriate calendar quarter (e.g., "Second Quarter").
- b. Scan the employee's picture identification badge using the computer scanner. This will record the employee's social security number in the computer system. (For employees with permanent dosimeters, all pertinent information will automatically appear on the screen once the badge is scanned.)
- c. Enter the last date of the quarter as the estimated return date. Select the employee's Office using the drop-down screen.
- d. Select your name as "Issued by" using the drop-down screen.
- e. Remove the dosimeter from the package and again verify the person's name and badge number.
- f. Give the dosimeter badge to the employee and remind them that it must be returned by the last working day of the quarter.

On a quarterly basis, the ASC contractors will place four dosimeter badges in the mail room located in OWFN, and two dosimeter badges on the security magnetometers at the building entrances of OWFN and TWFN. After all new badges are issued in the Dosimeter Tracking System, notify staff members to pick up new badges and return the past quarter badges. In addition to the permanent and temporary badges, at least 12 badges must be labeled as "Control." These Control badges do not get issued and are used for background readings against which the issued badges are compared.

2. Temporary badge issuance

Temporary badges are issued using the neutron dosimeter badges. Ensure that the employee is authorized to receive a temporary dosimeter badge by:

- a. Verifying that the employee's name is on the current approved dosimeter issue list provided by the RSO. These persons have been certified to use the dosimeter based upon completion of required training, or
- b. Receiving a completed "Authorization to Receive an NRC Dosimeter" form signed by the RSO. Forms signed by Acting RSOs or managers are also acceptable. File this approval form in the Dosimeter Operations Binder for future reference in case the RSO does not update the dosimeter issue list promptly.

Issue temporary dosimeter badges as follows:

- a. Enter the Dosimeter Tracking System through the "Dosimeter" icon.
- b. Select the appropriate calendar quarter, e.g., "Second Quarter."
- c. Scan the employee's picture identification badge using the computer scanner. This will record the employee's social security number in the computer system. (The Dosimeter Tracking System will automatically issue the next available number dosimeter first.)
- d. Enter the employee's name if it does not appear automatically.
- e. Enter the last date of the quarter as the estimated return date.
- f. Select the employee's Office using the drop-down menu.
- g. Select your name as "Issued by" using the drop-down menu.
- h. Remove the dosimeter from the package and again verify the person's name and badge number.
- i. Apply the person's name to front (top) of the badge using the NRC-provided label maker.
- j. Give the dosimeter to the employee and remind them that it must be returned by the last working day of the quarter.
- k. Provide first-time recipients with instructions for use (attached to RSO authorization form).

3. Issuing neutron dosimeter badges

RSOs will approve the issuance of neutron badges, either in writing or by e-mail. Follow the above procedures for issuance of blank dosimeter badges after selecting "neutron" as the category of badge being issued.

4. Return of dosimeter badges

Employees may return badges at any time during the quarter if they have no plans for additional use. To process the return:

- a. Enter the Dosimeter Tracking System through the "Dosimeter" icon.
- b. Always verify the "Quarter" and "Year."
- c. Enter the number of the dosimeter badge being returned.

- d. Click OK.
- e. Place the badge in the dosimeter return box - do not place back on the wooden badge rack.

By the end of the quarter, every badge issued should have been returned. Notify the NRC PO and appropriate RSOs of any badges not returned and proceed with processing as follows:

- a. Access the Dosimeter Tracking System and run copies of the dosimeter reports that show the issue and return status of all permanent and temporary badges for the quarter.
- b. Obtain the returned dosimeters (permanent and temporary) from the dosimeter return box and check off against the report to make sure all issued dosimeters are accounted for. After verification, place the dosimeters in a plastic bag(s) along with at least two control badges.
- c. Place all unissued dosimeters and at least one control badge in a separate plastic bag(s) and apply the yellow label provided by the dosimeter contractor for unused badges.
- d. Using the box the dosimeters were received in, place all dosimeters in the box, add appropriate cushioning material for protection, seal for shipping, and add an address label for the designated Landauer processing address. Should the original box be unavailable, prominently mark the shipping box with "DO NOT X-RAY" in red letters.
- e. Prepare NRC Form 420, "Request for Premium Mail Service," requesting shipment of the package via three-day expedited, non-USPS package service. The NRC PO will approve the NRC Form 420.
- f. Place the package at the mail stop for pickup by mail staff.
- g. Follow up with mail services staff if a copy of the completed NRC Form 420, indicating shipment, is not received within two working days.

Within three working days of the end of the calendar quarter:

- a. Access the Dosimeter Tracking System and run copies of the dosimeter reports that show the issue and return status of all permanent and temporary badges for the quarter. Send a copy of these reports to Landauer, 2 Science Road, Glenwood, IL 60425, (708) 755-7000, Attn: Customer Service Representatives; the NRC PO; and all RSOs.
- b. Send an e-mail to each employee who has not returned their issued dosimeter badge. Ask the employee to return their badge immediately so it can be given to the dosimeter contractor for processing.

If all badges are not available for return to the dosimeter badge contractor with the end-of-quarter shipment, follow these procedures:

- a. Retain one control badge (do not mail with quarterly shipment).
- b. Create a receipt for delinquent badges using the above procedures.
- c. Mail the delinquent badges and receipt with other badges at the end of the next quarter.

Process and track NRC monthly transit subsidy applications

The Contractor shall distribute and track NRC monthly transit subsidy applications provided to NRC employees in accordance with current procedures. The NRC provides a public transportation subsidy each month to encourage NRC employees to take public transportation. NRC employees who are in full-time, permanent status, and who do not purchase monthly NRC garage permits, are eligible to participate in this program. The NRC PO will specifically approve any exceptions to these basic eligibility criteria (e.g., foreign assignee participation.) When applying, employees certify they will use the fare media for their daily commute from home to work and return. Applications are available at the ASC HD (NRC Form 546) or on the Informs application. NRC employees can come to the ASC HD for assistance in filling out the application.

The subsidy fare media is issued to employees in two forms, SmartTrip cards and SmartBenefits Vouchers. A SmartBenefits Voucher is a fare voucher that looks and works like a Metrorail farecard. A monthly visit to the ASC is needed for an employee who uses a SmartBenefits Voucher (SBV) as their monthly subsidy. There are currently approximately 240± employees who use SmartBenefits Vouchers for their monthly subsidy.

SmartTrip cards are purchased by employees who primarily use Metrorail as their commuting mode. SmartTrip cards are permanent, rechargeable, plastic farecards that are embedded with a special computer chip that keeps track of the value of the card. After employees have been approved by the NRC Transit Subsidy PO for SmartTrip Cards, the NRC Transit Subsidy PO transfers the amount of each employee's subsidy each month to Metro. The employee then simply downloads the subsidy amount onto their SmartTrip card at the Metro Station.

The Contractor shall provide assistance to any employee in completing NRC Form 546, "Application for Full Share Program." Upon receipt of a completed Form 546, the Contractor shall enter the application data into the Metrochek Distribution System (MDS). The NRC Transit Subsidy Project Officer will then review the application and determine the amount of the subsidy and the mode of fare media and SBV. The NRC Transit Subsidy PO will notify the applicant of these determinations.

The Contractor is responsible for accounting for and safeguarding the SBVs. The NRC will furnish the Contractor with a safe for which the Contractor may set the combination to secure the SBVs.

The Contractor is responsible for issuing SBVs to eligible employees on the first work day of each month through the 20th calendar day of each month. The Contractor shall issue SBVs to employees at all times during ASC hours, unless a shorter period is requested by the NRC PO (such as only during the first week of each month, etc.

The Contractor shall use the ASC Metrochek Distribution System (MDS) to issue Metrocheks as follows:

1. To access the MDS:
 - a. Select the Metrochek icon.
 - b. Click on **Actions**.
 - c. Select **Issue Metrocheks**.
 - d. Scan Employees Badge.
 - e. Issue Metrocheks in the amount shown on the screen.
 - f. There are several foreign assignees whose NRC badges do not have barcodes. For these individuals, click on the MDS, click on **Action**, then click on **Issue Metrocheks**, type in code that corresponds with that person (see chart at ASC desk), issue Metrocheks in the amount shown on screen.
 - g. Scan employee's badge.
 - h. Click on **Verify & Update**.
 - i. Issue Metrocheks in the amount shown on screen.
 - j. Click on **Clear** button to refresh the screen.

Any problems with the MDS shall be documented by the Contractor and provided to the NRC PO immediately.

Distribute/track NRC systems furniture keys for OWFN and TWFN and other locations as directed by the NRC PO and inventory spare keys provided by NRC
The Contractor shall distribute and track NRC systems furniture keys in accordance with current SOP procedures. The ASC HD maintains and provides systems furniture (pedestal file or flipper door) workstation keys to employees and badged contractors upon request. Refer problems with systems furniture locks to Facilities Branch. Refer all other key requests or locksmith services to Physical Security Branch (PSB). The NRC PO will provide a point of contact at the PSB.

Usually, OWFN workstation keys begin with the prefix "SL" and TWFN workstation keys begin with the prefix "KA." These keys are maintained in labeled bins in cabinets at the ASC HD. This cabinet is to be kept locked during off hours of the ASC HD.

The Contractor shall establish a method of monitoring the inventory level for all workstation keys to minimize key outages. No more than two key numbers may have a zero balance (out of stock) 95% of the time.

The Contractor shall initiate key replenishment actions to the Associate Directorate for Space Planning and Consolidation (ADSC) in the Office of Administration. Purchase requests shall be grouped together for efficient purchasing (e.g., place order every sixty days.) The e-mail request must recommend quantities needed based upon available space and usage. The Contractor shall monitor the order status until keys are received then verify key receipt based upon the manifest. The Contractor shall allow a lead time of six to eight weeks from the time of order until receipt of keys.

Upon receipt of the replenishment keys, the Contractor shall bag the keys in zip-lock bags and place them in the appropriate storage bins. A supply of zip-lock bags will be furnished by the NRC PO. The Contractor shall advise the NRC PO when this supply needs to be replenished.

Ask the requester if the key will be used for his or her workstation (a secretary may pick up a key for an executive). If not, the key may not be issued without the NRC PO's approval. Ask the requester for the key code, e.g., SL432. If not known, the requester may obtain the code from the center of the lock cylinder.

Maintain and Distribute ASC Forms and Publications

The Contractor shall distribute forms and assist customers with their completion in accordance with current procedures.

Upon request, the Contractor shall provide forms to the NRC staff and assist them with accurate completion of the form. These forms include:

1. NRC Transit Subsidy Benefits Program, NRC Form 546
2. Application for Parking Permit, NRC Form 505
3. Application for Handicap Parking Permit, NRC Form 505A
4. Direct Deposit Sign-Up, Form 1199A

Additional forms may be added at any time at no additional cost to the Government. Upon receipt of a completed form, the Contractor shall review the form to ensure it is completed fully and correctly. For any discrepancy found, the Contractor shall contact the customer and identify any changes or additions needed to achieve full and correct completion of the form.

Upon receipt of a properly completed paper form, the Contractor shall document the date/time the form was received using the NRC-supplied Date-Stamp machine located at the ASC HD and forward the form to the appropriate ASC staff person or contractor for processing. The Contractor shall monitor and replenish the inventory of ASC-related forms stocked at the ASC HD location. All forms are generated from NRC's Informs application.

The Contractor shall maintain the following commuter transportation publications in the hallway rack located adjacent to and in the vicinity of the ASC HD:

1. Ride On Bus time tables, 1 through 124 (replenishment contact: 240-777-7433)
2. MARC Rail schedule information (replenishment contact: 1-800-325-RAIL)
3. Metrorail, Metrochek and SmarTrip guides (replenishment contact: 202-637-7000)
4. Alternative Parking Locations guide
5. Other commuter or ASC program guidance approved by the NRC PO

The Contractor shall maintain these publications to ensure outages do not occur with normal usage.

Process NRC visitor parking requests

The Contractor shall coordinate requests for onsite parking at the NRC Headquarters locations for persons visiting the NRC location in accordance with current SOP procedures. The Contractor shall be responsible for processing visitor parking requests. Requests may be received via e-mail, telephone or walk-up. Employees located at interim headquarters locations are allowed to park free of charge at the White Flint Complex (WFC) during business hours. Employees who are members of the NRC Fitness Center are welcome to park at no charge at the WFC in the morning and afternoon. Morning parking spaces are available outside from 6:00 a.m. – 8:00 a.m. (Eastern Time) and require reservations in advance using the Visitor Access Reservation System (VARS). Afternoon free parking is also available in the WFC garage beginning at 4:00 p.m. (Eastern Time). No reservations are required for afternoon parking. When receiving requests for visitor parking, the Contractor shall obtain the following information:

1. Name of Visitor
2. Organization/company
3. Date and approximate time of arrival
4. Purpose onsite (e.g., meeting with Mr. Smith or repairing copier equipment in room T-3C7)
5. Vehicle make, model, and license number (non-mandatory info, record if known)
6. NRC contact person and telephone number

All requesters shall be advised to register their visitors into the ADM Visitor Information system located on the Agency-Wide menu. Caution requesters of perimeter road parking that parking is granted on a "space available" basis. Should parking not be available at the time of the visit, security officers will provide the visitors with a map of offsite parking locations. The Contractor is responsible for monitoring the transportation vehicle daily log sheets.

1. Visitor outside parking

Parking is available at no charge on the perimeter road outside the TWFN building for visitors, contractors, or service providers who do not work at the NRC on a regular basis (either full or part-time). Persons with NRC picture I.D. badge are considered to be working regularly at the NRC and may not park on the perimeter road.

2. Visitor garage parking

Garage visitor parking is limited to the following:

- a. Commission, EDO, and Office Director visitors
- b. NRC and other Federal government employees with an agency badge (except when primary duty station is White Flint Building complex)
- c. Guests invited to special NRC functions or support activities (e.g., featured speaker in auditorium, EWRA vendors, Red Cross blood

- drive personnel, employee family members attending, or caterers supporting retirement luncheons)
- d. Non-headquarters NRC employees on official travel
- e. Representatives of the National Treasury Employees Union attending a meeting or conducting representational business, when requested through the Chief, Labor Relations (or designee)
- f. Contract drivers who will be using NRC vehicles for driver service and park in spaces reserved for NRC vehicles

Garage visitors do not include NRC White Flint Building Complex Headquarters employees or NRC contractors or service providers (e.g., Energy Federal Credit Union employees), except for the Contract drivers.

The Contractor shall send FIXITs for garage visitor parking to the following addresses with a "cc" copy to the requester's e-mail address. It is recommended that the Contractor establish an e-mail group distribution for this purpose. The FIXIT shall indicate that the visitor parking is free of charge.

FIXITs for parking for Commission, EDO, and Office Director visitors shall indicate these visitors may park in the reserved area on the OWFN P1 level. The Contractor shall notify the Parking Project Officer when P-1 reserved parking will exceed five vehicles for a specific day.

International travel kits

The Contractor shall manage the inventory of international travel kits (electrical converters and adaptors that allow use of U.S. appliances in foreign countries). The Contractor shall track all reservations and loans to ensure the travel kits are available for use when requested. The Contractor shall become knowledgeable about use of the travel kits using the guidance provided in order to render assistance and respond to customer questions. The travel kits should be kept locked in NRC provided cabinets when not in use. There are eight travel kits in stock. The Contractor shall notify the NRC PO when these kits need repair or replacement.

Coordination and support of NRC headquarters special events and administrative services

Support for Commission functions

The ASC is responsible for setups for Commission meetings, normally held in the Commission Meeting Room and the Commission Hearing Room on the OWFN 1st floor and occasionally in the 18th Floor Conference Room. The Contractor will be provided with a schedule of upcoming Commission meetings for the next month by the NRC PO. Setup of Commission meetings consists of the following:

1. Room check

The Commission Meeting Room should be in appropriate order and condition, but it is important to check before each meeting to ensure it is ready for occupancy. Check shall include the following:

Item	Remedy contact
Furniture setup, cleaning, or send trash pick-up	Call custodial contractor and later send a confirming FIXIT
Light bulb replacement, temperature, or mechanical problems	Call operations and maintenance and later send a confirming FIXIT
Other problems noted (e.g., missing flags)	Contact the NRC PO

2. Inventory management and cleaning

The Contractor shall maintain a supply of pencils and 8 ½" x 11" lined paper tablets in the supply closet of the Commission Ready Room, adjacent to the Commission Meeting Room. This inventory shall be managed so that there are always adequate supplies available to support the next Commission Meeting. Replenishment of pencils and tablets can be obtained through the NRC PO.

The Contractor shall maintain a supply of water glasses, water carafes, and serving trays. These items are stored in the Commission Ready Room cabinets and counter. The Contractor shall monitor the inventory of these items and advise the NRC PO if the quantities of any item fall below a two-meeting supply level.

The Contractor shall keep all glasses, carafes, and trays sanitary, soap-free, and spotlessly clean. After washing, turn water carafes upside down and let air-dry. No dirty items shall be left on the Commission table, kitchen or other areas. Items may be cleaned at the Commission Ready Room sink or in the dishwasher located in the Commission Kitchen on the 18th floor of OWFN.

The Contractor shall monitor the supply of dishwashing detergent, baking soda, dishcloths, and towels and notify the NRC PO when replenishment is needed. The container of baking soda in the refrigerator shall be replaced every 90 days.

3. Table setup

The Contractor will be provided with requirements for the setup for each meeting. Setups are normally performed approximately one hour before meetings, subject to other meetings being held in the Commission Meeting Room. Setups shall always be completed no later than 40 minutes before the Commission meeting to allow staff from the Office of the Secretary time to review arrangements. The security officer located at the elevator lobby will provide a key for entrance to the Commission Ready Room.

The Contractor shall setup for each meeting in accordance with the requirements provided (normally a diagram), supplemented by any

guidance from the NRC PO or staff from the Office of the Secretary.
Routine setup includes:

- a. Putting lined paper tablets and pencils in the meeting room. The Contractor shall sharpen the pencils to a fine point using the sharpener provided in the Commission Ready Room.
- b. Putting water glasses set on trays lined with paper towels in the meeting room.
- c. Putting water carafes filled with ice water in the meeting room. Obtain fresh ice from the New Reg Café. For water, use the spigot, which has a water filter, located in the Commission Ready Room. Allow cold water to run a minute, to aerate it for freshness, before filling the carafe.

The Contractor shall remove all glasses, carafes, and trays from the Commission Meeting Room on the same day following completion of the meeting.

Filter Replacement: Water filters are installed under the sinks in the Commission Ready Room and the Commission 18th floor kitchen. The Contractor shall label the filter housing with the date the filter was changed and notify the NRC PO if there is no indication the filter has been changed within a year.

Support for NRC bulletin boards

In OWFN, an official NRC bulletin board is located on the second floor outside of the ASC. Employees may post notices of job vacancies, commuter information, employee union business, and other office employee announcements on this board. Employees must obtain approval in advance from the NRC PO. In TWFN, official and National Treasury Employee Union (NTEU) notices are placed on the tack surfaces located on each floor at the intersections of Corridors A and B and Corridors B and C. Announcements shall be removed after 30 days or sooner if the date on the notice has passed.

The Contractor shall monitor the boards and remove notices after 30 days, or sooner if the date on the notice has passed. The bulletin boards are located as follows in the White Flint Complex:

1. OWFN Building

- Second Floor
- Copy room on Floors 3 through 16
- Garage elevator lobbies P2 and P3
- Outside DPC room P1

2. TWFN Building

- Tack surfaces on each floor at the intersections of Corridors A and B and Corridors B and C
- Copy room on Floors 2 through 10
- Garage elevator lobbies P1 through P4

3. 3WFN Building (Locations to be determined after occupancy)

4. "Missing Children Notice" bulletin boards

In accordance with Executive Memorandum, "Missing Persons or Children Notices in Federal Facilities," dated January 19, 1996, the NRC posts missing children notices in both the OWFN and TWFN buildings. The Contractor is responsible for removing the old notices, and printing and posting the approximately 12 new notices on each of these boards monthly. The Contractor shall print the notices in accordance with guidance provided by the GSA Missing Child Notice Program www.r6.gsa.gov/pbs/kids/guidnc.htm and the National Center for Missing and Exploited Children www.ncmec.org.

Support for NRC flags

The Contractor shall be responsible for maintaining the NRC and American flags flown on the flagpoles in front of the OWFN building. The contractor shall store and monitor the condition and quantities of each to ensure that flags in excellent condition are available at all times.

1. Flag inventory

The Contractor shall ensure that United States and NRC flags are in excellent condition and are available at all times.

2. Coordination with security officers

The on-site security officers are responsible for raising and lowering the building flags. The Contractor shall provide two of each U.S. and NRC flags to the security officers (one for display and one for back-up purposes).

3. Rotation

On the first of every month, the onsite security officers will bring the flags to the ASC for replacement. The Contractor shall issue the replacement flags to the onsite security officers and accept the flags being turned in for inspection. If damaged, flags may also be turned in to the ASC at other times of the month.

4. Inspection

The Contractor shall inspect all flags for damage or significant wear (any rips, noticeable fraying in the fabric, easily apparent fading, etc.). Damaged or worn flags shall be considered unsuitable emblems for display and action shall be taken for repair or replacement. The NRC PO may be consulted if the Contractor is uncertain if a flag needs repair or replacement.

5. Repair or replacement

When flags need repair or replacement, the Contractor shall prepare a written request to the NRC PO. For flags needing repair, the request shall specify the extent of repair needed. Dependent upon the number of flags on hand, actions shall be bundled. Assume a 45-day lead-time for

repairs, a 90-day lead-time for U.S. flag purchase and 150-day lead-time for NRC flag purchase.

Scheduling and coordination of NRC special events

1. General

The Contractor shall be responsible for scheduling and coordinating use of auditorium and other special event space including the auditorium atrium, TWFN exhibit area, TWFN cafeteria, and the Green (elevated lawn area between the two NRC Headquarters buildings). This support includes arranging for staging and seating configurations, and coordinating user requirements with other appropriate organizations, including the Division of Facilities and Security and MCB audiovisual services.

NRC's custodial contractor is responsible for the setup of the interior space (auditorium, auditorium atrium, exhibit area, and cafeteria) in accordance with the ASC's direction. Setup for events on the Green are handled through other contractor support.

2. Use and priority

Requests will normally be honored on a first-come, first-served basis; however, the Contractor should contact the NRC PO if a Commissioner or the EDO requests space already booked. All requests for use of space after working hours should be forwarded to the NRC PO.

3. Reservations for Exhibit Area, Auditorium, The Green, TWFN, Cafeteria

Scheduling for special event space is accomplished through Microsoft Outlook Conference Room Scheduler. Ensure that the event is requested by an NRC employee for an official purpose and that support requests are within NRC guidelines. Non-official, but NRC-supported activities, such as retirement receptions and EWRA events, may use the TWFN Exhibit area, TWFN Cafeteria, and the Green with approval of the NRC PO before reservations are completed.

Each week, the contractor shall review all upcoming events 2 weeks out to identify and eliminate any possible double bookings or other scheduling conflicts. The contractor shall contact the requestor for any clarifications as required.

Generally, allow two hours between events to accommodate setup requirements. Exceptions can be made when only minor setup changes are needed between events.

If the desired space is not available on the dates and times requested, discuss possible alternate dates with the requester. The Contractor shall also inform the requester about the following other possible sources of meeting space:

1. Commission Meeting Room, capacity 108 people
2. ACRS Meeting Room, capacity 100 people
3. ASLBP Meeting Room, capacity 70 people

4. Support requirements determination

The Contractor shall contact the requester no later than two weeks before an event to review the support requirements for the event. Remind the requester to notify the ASC HD immediately if the activity is canceled.

The following is a checklist which may be used to review requirements with the requester:

a. General

- i. Date Received _____/_____/_____
- ii. Requester's Name/Title _____
- iii. Requesting Organization _____
- iv. Telephone number - Mail Stop _____ E-Mail ID# _____
- v. Fax Number _____
- vi. Date(s) of Program _____
- vii. Time _____ to _____
- viii. Purpose/Title and brief description of activity _____
- ix. Total number of NRC and outside participants: _____
NRC _____ Other Fed Agency _____ Public _____
Other (specify) _____

b. Special requirements

- i. Support Furnishings: The following items shall be sketched on the area layout. The ASC HD has several basic setup diagrams that can be used for this purpose. Complete the following specifying how many, if any, are required:

Tables _____ Location(s) _____
Chairs _____ Location(s) _____
Lectern _____
Stage _____ Special setup? _____
Handicap Ramp _____
Flipchart (s) _____
Tables Skirted (specify which tables) _____
Piano _____
Special signs to be posted _____
Extra trash cans _____

- ii. Audio-visual (Specify by Checkmark)
Screen Projection via camera _____
VCR/Monitor _____
35mm Projector _____

Special lighting _____

Overhead projector _____

Video Recording _____

Ask requester to submit requirements through the Service Request System or via separate NRC Form 30.

****Note that a written release must be obtained from any non-NRC participant**

Photographer _____

(Ask requester to submit requirements via Service Request System or via separate NRC Form 30)

Other (Specify) _____

iii. Food YES NO

iv. Use auditorium catering kitchen YES NO

v. Other

a) Parking Yes (Provide guidance on current parking availability and eligibility) No

b) Sensitive unclassified information is to be discussed?
 Yes (Contact NRC Project Officer)
 No

c) Media is apt to be interested/attend activity?
 Yes (Notify OPA)
 No

d) Other support
(specify) _____

c. Confirmation of requirements by requester

After review of the requirements with the requester, ask them to confirm their requirements through use of NRC Form 30, "Request for Administrative Services."

The NRC Form 30 should specify:

- i. Requester's name, title and organization; provide alternate contact if possible.
- ii. Telephone number, mail stop, and e-mail address
- iii. Official purpose/title and brief description of proposed activity
- iv. Date(s) and times needed
- v. Estimated number of NRC and outside participants; divide participants into categories, e.g., 30 NRC employees, 10 employees from other Federal agencies, 60 members of the public
- vi. Staging, seating, audiovisual, and other requirements
- vii. Attach diagram or describe special setups.

d. Coordination with other offices

i. Monthly schedule and requirement

The Contractor shall compose a monthly schedule and activity requirements for the upcoming month for all special space reservations. This schedule is to be issued one week before the first day of the month, e.g., April's monthly schedule should be submitted on March 25th. This schedule should include the date(s), time, contact person and telephone number, title of the activity, AV and room requirements, and number of participants (see attachment.) Copies of this schedule should be forwarded to the NRC PO; ASC Branch; Facilities Security Branch; MCB; and to the Senior Administrative Services Specialist, ASC.

ii. Setup directions to Custodial Contractor

Every Thursday prepare setup drawings for the next week and provide to the custodial manager (fax number 415-7725) followed by a confirming FIXIT request.

The FIXIT shall include the following information:

- a) A statement of the week that is being set up
- b) Specify date, area to be set up, and the time setup is to be completed
- c) Specify the room set
- d) Concurrence copies of the FIXIT sent to the facilities staff and NRC PO

iii. Onsite support

Before the event, establish a time on the day of the event to meet with the requester to review the setup and other support requirements. Try to schedule this onsite review at least one hour prior to the event to allow time for changes and corrections, if needed. Upon arrival, make sure the space is ready for the event including checking for temperature, lighting, and cleaning. If space is not set up according to the drawing, contact custodial manager at (301) 415-0145. Contact other ADM support staff to alert them of any issues in their program area.

Before leaving the event site, provide the requester with a business card with your contact numbers in case problems or questions arise.

iv. Support for Commission representational events

The Contractor shall provide coordination and planning assistance in set up of Commission luncheons, placement

of tables and chairs for the number of guests invited, placing tablecloths on tables, placing number of napkins needed for setting. After the event, give soiled linens to the NRC PO to have them cleaned. Upon receipt of clean linens, ensure that they are placed in the appropriate storage area. Ensure the area where event was held is back to its original setup after an event. Report any deficiencies that need to be corrected to the appropriate officials.

v. **Support for All-Employees Meeting and Annual Awards Ceremony**

The NRC All Employees Meeting and Annual Awards Ceremony events are each held once a year. The Contractor will provide coordination and planning assistance and onsite support for these events including arranging for volunteer ushers, completing stage setup and coordinating visitor parking.

Incidental Administrative Services Tasks (ISTs)

General

The Contractor shall perform tasks as requested by the NRC PO, such as preparing temporary events signs, assembling data for special ASC reports, preparing materials for ASC exhibits, assisting with Commission kitchen inventory, assisting with setup of Commission luncheons, gathering information on request for obtaining offsite meeting spaces, and performing data entry for ASC system conversions.

Based on last year's workload of over 200± ISTs, the NRC estimates there will be at least 250 ISTs per year. Each IST shall not exceed 10 hours labor, and it is estimated that most ISTs will not exceed three hours in duration.

Setting up for representative events on the 18th floor

The ASC is responsible for setups for Commission representative events, normally held in the Commission Dining Room and Executive Conference Room. The contractor shall be provided with a schedule of upcoming events by the NRC PO.

1. Setup of representative events in the dining room

The Commission Dining Room shall be in appropriate order and condition:

- a. The chairs and tables shall be placed as directed.
- b. Place tablecloth on the table.
- c. Place napkins on table.

After the function, ensure that the room is back to its original setup. The contractor shall monitor the inventory of the linen and utensils to advise the NRC PO if the quantities of any item need to be replaced. No dirty

linens are to be left in the Dining Room. All soiled linens are to be given to NRC PO to be cleaned.

2. For setup of signing ceremony

Obtain appropriate items for this setup from the NRC PO. Ensure that the room is in appropriate order and condition. Remove all unnecessary items from the Commission conference table (e.g., pads, pencils, water carafes, and trays). Contact the audiovisual staff to remove table microphones.

Processing electronic approval list for parking

Prepare the electronic approval list for parking on a semi-annual basis through the Parking Management Information System (PMIS). Enter original and updated applications into the PMIS. Ready the PMIS for approval process by the Contractor. Maintain the wait-list. Notify applicants of their placement on the wait-list. Notify the parking PO of those individuals who did not purchase a permit. Send out reminder notices to those individuals who have not purchased permits before the approval period ends.

- Under the PMIS, use the following instructions for processing the approval system subject to change):

1. Click on **"PMIS new"**
Type in password
Click **"OK"**
2. Preparing system for issuance of monthly parking permits:
Click on **"File"**
Click on **"Update Controls"**
Click on **"Page 3"** – this is the monthly authorization e-mail message.

There are two types of authorizations: (1) a semi-annual authorization; and, (2) a monthly authorization. The semi-annual authorizations are processed at the end of April, effective May 1st, and the end of October, effective November 1st. Parking passes are available for sale the 20th day of the month. If the 20th falls on the weekend, the sale date will begin on the first working day following the 20th. After updating message, Click on **"OK."**

3. Now you are ready to run the system for the monthly or semi-annual approval. Click on **"Create Approval List (semi-annual)."** For the monthly approval list, click on **"Renew Approval List (monthly)."**
4. Once the approval has been finalized, print a copy of the current screen. Close screen.
5. Once the screen is printed, Click on **"Report."** Scroll down to **"Monthly Parking Log."** A print screen will appear to print report. Hold on to this report in the event the system in the parking office goes down.
6. This copy can be taken to the parking office so that they can manually sell permits.
7. When you have individuals on the wait-list, prepare an email to them. Go to **"action,"** click on **"Process Wait List,"** then click on **"Search Waiting**

Listing. Now, click on **"Print."** Prepare an e-mail informing them that they are on the wait-list. Click **"close."**

8. Lastly, reset your computer to the current date.

Note: to run program from "My Desktop," go to the icon **"Shortcut to PMIS & Metrochek,"** and click on **"PMIS New."**

Please note:

One working day prior to the 20th day of the month, the ASC Contractor will run the parking authorization report and then run the parking system.

- Process for disapproving "non-payers" for the month:
 1. Enter password.
 2. Click **"OK."**
 3. Click **"Reports."**
 4. Scroll down to and click **"Current Month Non-Payers."**
 5. To print this listing, click **"Print."**
 6. Close page.
 7. Click on **"Actions."**
 8. Scroll down and click **"View Approval List (and disapprove applicant.)"**
 9. From the **"Non-Payers"** list, disapprove applicants on **"Approval List."** Scroll down or type in names. Then click on the **"Disapprove"** button. You will get a **"confirm box"** asking, **"Are you sure you want to disapprove Applicant name?"** You should click **"Yes."** It will confirm again the person you disapprove. Proceed to disapprove every name on the **"Non-Payers"** list.
 10. Once you have completed disapproving the non-payers, close the screen. Go to the wait-list to approve applicants.
 11. Click on **"actions."**
 12. Scroll down to **"Process Wait-List."**
 13. Place a **"1"** in the **"Prorate Days"** block.
 14. In the **"Parking Permits Remaining,"** this block should equal the number of applicants you have disapproved from the approval listing.
 15. Click on **"Search Waiting List."** Print this listing out. Now you are ready to approve applicants on the Waiting List. Starting at the top of the page with applicants number 1 through the number remaining in the **"Parking Permits Remaining"** box, approve each applicant based on the number of available spaces. Close this page when you have finished with the approval. Now close the program.
 16. Send an e-mail to those applicants that are disapproved.
 17. Send another e-mail to the NRC PO, ASC Branch Chief, and the Senior Administrative Services Specialist with the names of applicants disapproved and approved from the wait-list.
 18. Send an e-mail to those who are approved from the wait-list for parking. The applicants should be a **bcc**. The purpose of sending the applicants on **bcc** is to avoid conflict with the Union or other applicants. Also, place the NRC PO on **cc** of this e-mail.

19. Send an e-mail to those that remain on the wait-list for parking. Place all applicants on **bcc**. Also, place the NRC PO on **cc** of this e-mail.

Physical inspection and support for NRC onsite meeting rooms

The Contractor shall be responsible for maintaining the readiness of NRC onsite meeting rooms including the equipment, furniture and office supplies assigned to each room. Each NRC meeting room has been assigned a "maximum seating capacity" which is the most people the room can accommodate at the same time and a "standard configuration" which is a floor plan showing the correct placement of tables and chairs within that room (this floor plan is posted on the inside of each meeting room's entrance door).

Based on this "maximum seating capacity," NRC has furnished each meeting room with the quantity of chairs required to accommodate the room's "maximum seating capacity" and an appropriate quantity of tables. Other meeting-related items assigned for each room may include TV, VCR, overhead projector, projection screen, speaker phone, and video-teleconference unit. ASC will provide the onsite location (room number) of each meeting room and a list of items that have been assigned to each room.

Each month, the Contractor shall complete an inspection of each NRC onsite meeting room, and during this inspection the Contractor shall:

1. Identify missing/damaged/extra equipment and furniture.
2. Ensure the items are in the correct location (configuration) within the meeting room.
3. Identify other problems within the room (e.g., dirty tabletops, room light bulbs out).
4. Test all assigned equipment: TV/monitor, VCR, overhead projector, and drop-down projection screen to ensure working order.
5. Check the room's storage closet for items that are not listed as being stored in that closet (may find items such as boxes of meeting materials, easels, equipment from other meeting rooms, etc.).
6. Ensure that overhead projectors have spare light bulbs in the unit's storage compartment.

During the inspection of each room, the Contractor shall return the room to that room's assigned "standard configuration." Within four working hours of the inspection of each room, the Contractor shall initiate the action listed to resolve the following common discrepancies:

TYPE OF DISCREPANCY	ACTION TO BE INITIATED
Light outage	Send a FIXIT service request
Table/chair or floor dirty	Send a FIXIT service request
Trash can full	Send a FIXIT service request
Supplies missing	Report the issue to the NRC PO
Furniture missing/broken/dirty	Report the issue to the NRC PO
Extra equipment/furniture in room	Report the issue to the NRC PO
Wrong equipment/furniture in room	Report the issue to the NRC PO
Other items in room	Report the issue to the NRC PO

Equipment missing/broken	Report the issue to the NRC PO
Reset clocks (daylight savings time)	Contractor resets clocks

Unscheduled inspections

When the ASC HD receives notification of an issue with one of the meeting rooms, the Contractor shall immediately verify the problem and initiate the necessary actions to resolve the reported discrepancy. Any discrepancy (ies) not listed above shall be reported to the NRC PO.

Within one working day of each inspection, the Contractor shall provide the NRC PO with a report of the rooms inspected and identify problems and any corrective actions taken. The NRC PO will review the report and determine resolution needed for pending items. The Contractor shall assist in recommending resolution actions and in implementing the corrective actions determined by the NRC PO including generating the NRC documentation required and assisting with replenishing the items that are found to be missing/inoperable/damaged. The Contractor shall maintain a historical record for each meeting room inspection, discrepancies found, corrective actions taken, and current status of the room's furniture/equipment and configuration.

Missing tables, chairs, and/or other equipment

The Contractor should perform the following actions if receiving notice that missing tables and chairs are affecting the conduct of a meeting:

1. Use the electronic conference room reservation system to see if furniture from an unused, nearby room can temporarily be used.
2. If so, reserve this unused room and respond onsite with the custodial contractor, if needed, to relocate the furniture. Following the meeting, take action to return the furniture to the proper room. Check upcoming reservations for the incomplete room and take appropriate action to relocate future meetings, if necessary, until missing furniture can be replaced.
3. Then, reserve the room missing the furniture/equipment until required items can be provided. Contact the Property Specialist about replacement/retrieval actions for the missing furniture/items. In the Contractor's check of rooms for proper chairs, tables, and equipment, the Property Specialist shall be notified to update tables or chairs in a conference room.

Conference phone reservations

The Contractor shall receive requests for conference phones (commonly referred to by the brand name "Shure" unit) and send the service request by e-mail to MCB staff and contractors.

The e-mail shall request setup of a conference phone and include the following information:

1. Date and time of meeting
2. Meeting location (building and room number)
3. The requester's name and telephone number

The requester shall be sent a "cc" of the e-mail service request.

How to handle disputes in room scheduling

Should there be a dispute over who has a reservation for a room, the Contractor may inform the parties of the reservation status in the CRRS. The Contractor should immediately try to find an alternative meeting space for the non-record party. After the meeting time, contact the non-record party and obtain a copy of their CRRS confirmation, if available, and notify the NRC PO of the incident.

**TASK AREA #2: ONSITE SUPPORT FOR THE WHITE FLINT COMPLEX
CENTRAL SUPPLY ROOM, EBB and CSB SUPPLY ROOMS**

The support for this activity has historically required three (3) Contractor FTE to perform daily support coverage. The physical challenges in providing this support include standing, walking, bending, stooping, and independently lifting items up to 30 lbs. in weight.

The Contractor shall provide sufficient staffing capacity onsite each Federal business day to support at least one type of concurrent service at all times between the hours of 7:15 a.m. - 5:00 p.m.

The Contractor shall ensure the NRC Supply Rooms are in a neat and orderly condition at all times and shall perform the following activities to assist with the overall operation of the NRC Supply Room.

The EBB and CSB onsite support will transition to 3WFN when 3WFN is occupied.

Supply shipment receiving

The Contractor shall perform receiving services of incoming supply shipments from commercial vendors and GSA supply sources.

Receiving includes:

1. Moving incoming supply shipments from the loading dock to the NRC Supply Room without damage to the supplies or to NRC building facilities. The Contractor shall ensure that all shipments are moved from the loading dock to the WFC Supply Room staging area within the same day they are delivered to NRC, or sooner if directed by the NRC PO.
2. Uncrating and inspecting each incoming supply shipment and comparing the supplies received against the order placed by the government. Immediately report any deviation from the type or quantity of supplies ordered to the NRC PO.
3. Placing new supplies onto the designated shelves and locations for each type of item.
4. Placing all cardboard and other shipping/packing materials in appropriate recycling containers.

5. Ensuring that all shipments are stacked and stored in a manner that uses NRC space efficiently, but does not create a tripping hazard or allow for boxes to fall on customers.

Monitoring NRC supply stock levels

The Contractor shall continuously monitor the level of supplies for each supply item and:

1. Notify the NRC PO when the current amount of inventory is reduced to the NRC designated reorder quantity point.
2. Notify the NRC PO immediately of any unusually rapid consumption of supplies.
3. Notify the NRC PO within one week of any supply items that experience a significant decline in consumption for an extended period.
4. Ensure each supply item is stocked in its designated location.

Operation of the supply room customer support desk

NRC customers may contact the NRC Supply Room by walk-up, telephone, or e-mail and request assistance and guidance on the availability of a wide variety of general supply items. The Contractor shall provide customers with guidance on the type and location of supplies stocked by NRC and those non-stocked supplies that require special ordering.

If requested by customers, the Contractor shall package supplies in an appropriately sealed container and deliver them to the customer using the NRC internal mail service. Any request for a special order supply item or other unusual customer supply request such as a large quantity of, or frequent requests for, the same item shall be brought to the attention of the NRC PO.

TASK AREA #3 OPTIONAL ADDITIONAL SUPPORT PROVIDED ON AN AS-NEEDED ON-CALL BASIS

The Contractor shall maintain sufficient staffing capacity to provide NRC with additional Contractor personnel within 2 business-days notice by the NRC PO that the on-site workload for Task Areas #1 and/or #2 will exceed the volume of concurrent services required to be covered under the daily basic service level specified.

The on-call support provided under Task Area #3 shall include but not be limited to any of the onsite services at the White Flint Complex covered by Task Areas #1 and/or #2. In addition, Task Area #3 shall provide support for the types of services available under Task Areas #1 and #2 at TWB and GW as needed, and in the 3WFN building when it is occupied. Specific direction for how the services are to be completed will be provided at the time the on-call services are ordered.

This support will be ordered by the NRC PO on an as-needed basis using the NRC Supplemental Support Work Order Form which identifies the following for the services to be performed:

1. Period of business days the support is required (Date range)
2. Period of work-hours the support is to be provided

3. The Task Areas and types of services to be performed
4. Total number of work-hours included in the order
5. Total estimated cost of the work order (Total hours X Hourly-rate)
6. Location for performance of the work

Overtime requirements

Occasionally, an unusually large or urgent service request will require the Contractor to provide NRC with support outside the normal business day stated for a Task Area. The Contractor shall provide any overtime (OT) support requested by the NRC PO and receive payment for the services performed in accordance with the overtime hourly rates established as part of this contract.

NRC will reimburse the Contractor in quarter hour increments for OT at a rate of one and one half the applicable hourly rate. OT services performed shall be paid on the basis of the first **1 to 15 minutes** = .25-hour OT paid, and thereafter each full 15-minute increment for OT pay.

EXAMPLES

1 - 15 minutes	.25 hour OT
15 - 30 minutes	.50 hour OT
30 - 45 minutes	.75 hour OT
45 - 60 minutes	1 hour OT

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

1. CONTRACTOR NAME AND ADDRESS

TBD

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

06/01/2011

C. PROJECTED COMPLETION DATE

12/31/2015

2. TYPE OF SUBMISSION

- A. ORIGINAL
- B. REVISED (Supersedes all previous submissions)
- C. OTHER (Specify)

3. FOR FOLLOW-ON CONTRACT, ENTER PRECEDING CONTRACT NUMBER AND PROJECTED COMPLETION DATE

A. DOES NOT APPLY

B. CONTRACT NUMBER

NRC-10-06-400

DATE

05/31/2011

4. PROJECT TITLE AND OTHER IDENTIFYING INFORMATION

Administrative Support Services for NRC Headquarters

5. PERFORMANCE WILL REQUIRE

A. ACCESS TO CLASSIFIED MATTER OR CLASSIFIED INFORMATION

- YES (If "YES," answer 1-7 below)
- NO (If "NO," proceed to 5.C.)

NOT APPLICABLE

NATIONAL SECURITY

SECRET

CONFIDENTIAL

RESTRICTED DATA

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 NO

C. UNESCORTED ACCESS IS REQUIRED TO NUCLEAR POWER PLANTS.

G. REQUIRE OPERATION OF GOVERNMENT VEHICLES OR TRANSPORT PASSENGERS FOR THE NRC.

D. ACCESS IS REQUIRED TO UNCLASSIFIED SAFEGUARDS INFORMATION.

H. WILL OPERATE HAZARDOUS EQUIPMENT AT NRC FACILITIES.

E. ACCESS IS REQUIRED TO SENSITIVE IT SYSTEMS AND DATA.

I. REQUIRED TO CARRY FIREARMS.

F. UNESCORTED ACCESS TO NRC HEADQUARTERS BUILDING.

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.

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

NAME AND TITLE	SIGNATURE	DATE
Catherine Blakeney, Administrative Services Specialist/Project Officer	<i>C. Blakeney</i>	2/23/11

7. CLASSIFICATION GUIDANCE

NATURE OF CLASSIFIED GUIDANCE IDENTIFICATION OF CLASSIFICATION GUIDES

N/A

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 <i>Sandra Schoenmann, DD/DAS</i>	<i>Sandra Schoenmann</i>	2/24/11
B. DIRECTOR, DIVISION OF FACILITIES AND SECURITY <i>Mary Jane Ross-lee, DD/DFS</i>	<i>Valerie Keul</i>	4/21/11
C. DIRECTOR, DIVISION OF CONTRACTS AND PROPERTY MANAGEMENT (Not applicable to DOE agreements) <i>Marion L. Butt, ADM, DC, MSA</i>	<i>Marion L. Butt</i>	4/22/11

REMARKS

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		U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		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
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States: District of Columbia, Maryland, Virginia

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

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		15.08
01012 - Accounting Clerk II		16.92
01013 - Accounting Clerk III		22.30
01020 - Administrative Assistant		31.41
01040 - Court Reporter		21.84
01051 - Data Entry Operator I		14.38
01052 - Data Entry Operator II		15.69
01060 - Dispatcher, Motor Vehicle		17.87
01070 - Document Preparation Clerk		14.21
01090 - Duplicating Machine Operator		14.21
01111 - General Clerk I		14.88
01112 - General Clerk II		16.24
01113 - General Clerk III		18.74
01120 - Housing Referral Assistant		25.29
01141 - Messenger Courier		13.62
01191 - Order Clerk I		15.12
01192 - Order Clerk II		16.50
01261 - Personnel Assistant (Employment) I		18.15
01262 - Personnel Assistant (Employment) II		20.32
01263 - Personnel Assistant (Employment) III		22.65
01270 - Production Control Clerk		22.03
01280 - Receptionist		14.43
01290 - Rental Clerk		16.55
01300 - Scheduler, Maintenance		18.07
01311 - Secretary I		18.07
01312 - Secretary II		20.18
01313 - Secretary III		25.29
01320 - Service Order Dispatcher		16.98
01410 - Supply Technician		28.55
01420 - Survey Worker		20.03
01531 - Travel Clerk I		13.29
01532 - Travel Clerk II		14.36
01533 - Travel Clerk III		15.49
01611 - Word Processor I		15.63
01612 - Word Processor II		17.67
01613 - Word Processor III		19.95
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		25.26
05010 - Automotive Electrician		23.51
05040 - Automotive Glass Installer		22.15
05070 - Automotive Worker		22.15
05110 - Mobile Equipment Servicer		19.04

05130 - Motor Equipment Metal Mechanic	24.78
05160 - Motor Equipment Metal Worker	22.15
05190 - Motor Vehicle Mechanic	24.78
05220 - Motor Vehicle Mechanic Helper	18.49
05250 - Motor Vehicle Upholstery Worker	21.63
05280 - Motor Vehicle Wrecker	22.15
05310 - Painter, Automotive	23.51
05340 - Radiator Repair Specialist	22.15
05370 - Tire Repairer	14.44
05400 - Transmission Repair Specialist	24.78
07000 - Food Preparation And Service Occupations	
07010 - Baker	13.85
07041 - Cook I	12.55
07042 - Cook II	14.60
07070 - Dishwasher	10.11
07130 - Food Service Worker	10.66
07210 - Meat Cutter	18.08
07260 - Waiter/Waitress	9.70
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	19.86
09040 - Furniture Handler	14.06
09080 - Furniture Refinisher	20.23
09090 - Furniture Refinisher Helper	15.52
09110 - Furniture Repairer, Minor	17.94
09130 - Upholsterer	19.86
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	10.54
11060 - Elevator Operator	10.54
11090 - Gardener	17.52
11122 - Housekeeping Aide	11.83
11150 - Janitor	11.83
11210 - Laborer, Grounds Maintenance	13.07
11240 - Maid or Houseman	11.26
11260 - Pruner	11.58
11270 - Tractor Operator	16.04
11330 - Trail Maintenance Worker	13.07
11360 - Window Cleaner	12.85
12000 - Health Occupations	
12010 - Ambulance Driver	20.41
12011 - Breath Alcohol Technician	20.27
12012 - Certified Occupational Therapist Assistant	23.11
12015 - Certified Physical Therapist Assistant	21.43
12020 - Dental Assistant	17.18
12025 - Dental Hygienist	44.75
12030 - EKG Technician	27.67
12035 - Electroneurodiagnostic Technologist	27.67
12040 - Emergency Medical Technician	20.41
12071 - Licensed Practical Nurse I	19.07
12072 - Licensed Practical Nurse II	21.35
12073 - Licensed Practical Nurse III	24.13
12100 - Medical Assistant	15.01
12130 - Medical Laboratory Technician	18.04
12160 - Medical Record Clerk	17.42
12190 - Medical Record Technician	19.50
12195 - Medical Transcriptionist	18.77
12210 - Nuclear Medicine Technologist	37.60
12221 - Nursing Assistant I	10.80
12222 - Nursing Assistant II	12.14
12223 - Nursing Assistant III	13.98
12224 - Nursing Assistant IV	15.69
12235 - Optical Dispenser	20.17
12236 - Optical Technician	15.80
12250 - Pharmacy Technician	18.12
12280 - Phlebotomist	15.69
12305 - Radiologic Technologist	31.11
12311 - Registered Nurse I	27.64

12312 - Registered Nurse II	33.44
12313 - Registered Nurse II, Specialist	33.44
12314 - Registered Nurse III	40.13
12315 - Registered Nurse III, Anesthetist	40.13
12316 - Registered Nurse IV	48.10
12317 - Scheduler (Drug and Alcohol Testing)	21.73
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19.86
13012 - Exhibits Specialist II	24.61
13013 - Exhibits Specialist III	30.09
13041 - Illustrator I	20.48
13042 - Illustrator II	25.38
13043 - Illustrator III	31.03
13047 - Librarian	33.88
13050 - Library Aide/Clerk	14.21
13054 - Library Information Technology Systems Administrator	30.60
13058 - Library Technician	19.89
13061 - Media Specialist I	18.73
13062 - Media Specialist II	20.95
13063 - Media Specialist III	23.36
13071 - Photographer I	16.65
13072 - Photographer II	18.90
13073 - Photographer III	23.67
13074 - Photographer IV	28.65
13075 - Photographer V	33.76
13110 - Video Teleconference Technician	20.39
14000 - Information Technology Occupations	
14041 - Computer Operator I	18.92
14042 - Computer Operator II	21.18
14043 - Computer Operator III	23.60
14044 - Computer Operator IV	26.22
14045 - Computer Operator V	29.05
14071 - Computer Programmer I	(see 1) 26.36
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	18.92
14160 - Personal Computer Support Technician	26.22
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	36.47
15020 - Aircrew Training Devices Instructor (Rated)	44.06
15030 - Air Crew Training Devices Instructor (Pilot)	52.81
15050 - Computer Based Training Specialist / Instructor	36.47
15060 - Educational Technologist	35.31
15070 - Flight Instructor (Pilot)	52.81
15080 - Graphic Artist	26.80
15090 - Technical Instructor	25.08
15095 - Technical Instructor/Course Developer	30.67
15110 - Test Proctor	20.20
15120 - Tutor	20.20
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	9.88
16030 - Counter Attendant	9.88
16040 - Dry Cleaner	12.94
16070 - Finisher, Flatwork, Machine	9.88
16090 - Presser, Hand	9.88
16110 - Presser, Machine, Drycleaning	9.88
16130 - Presser, Machine, Shirts	9.88
16160 - Presser, Machine, Wearing Apparel, Laundry	9.88
16190 - Sewing Machine Operator	13.78
16220 - Tailor	14.66
16250 - Washer, Machine	10.88

19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	21.14
19040 - Tool And Die Maker	23.38
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	18.02
21030 - Material Coordinator	22.03
21040 - Material Expediter	22.03
21050 - Material Handling Laborer	13.83
21071 - Order Filler	15.09
21080 - Production Line Worker (Food Processing)	18.02
21110 - Shipping Packer	15.09
21130 - Shipping/Receiving Clerk	15.09
21140 - Store Worker I	11.72
21150 - Stock Clerk	16.86
21210 - Tools And Parts Attendant	18.02
21410 - Warehouse Specialist	18.02
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	27.21
23021 - Aircraft Mechanic I	25.83
23022 - Aircraft Mechanic II	27.21
23023 - Aircraft Mechanic III	28.53
23040 - Aircraft Mechanic Helper	17.54
23050 - Aircraft, Painter	24.73
23060 - Aircraft Servicer	19.76
23080 - Aircraft Worker	21.01
23110 - Appliance Mechanic	21.75
23120 - Bicycle Repairer	14.43
23125 - Cable Splicer	26.02
23130 - Carpenter, Maintenance	21.40
23140 - Carpet Layer	20.49
23160 - Electrician, Maintenance	27.98
23181 - Electronics Technician Maintenance I	24.94
23182 - Electronics Technician Maintenance II	26.47
23183 - Electronics Technician Maintenance III	27.89
23260 - Fabric Worker	19.13
23290 - Fire Alarm System Mechanic	22.91
23310 - Fire Extinguisher Repairer	17.62
23311 - Fuel Distribution System Mechanic	22.81
23312 - Fuel Distribution System Operator	19.38
23370 - General Maintenance Worker	21.43
23380 - Ground Support Equipment Mechanic	25.83
23381 - Ground Support Equipment Servicer	19.76
23382 - Ground Support Equipment Worker	21.01
23391 - Gunsmith I	17.62
23392 - Gunsmith II	20.49
23393 - Gunsmith III	22.91
23410 - Heating, Ventilation And Air-Conditioning Mechanic	23.89
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	25.17
23430 - Heavy Equipment Mechanic	22.91
23440 - Heavy Equipment Operator	22.91
23460 - Instrument Mechanic	22.59
23465 - Laboratory/Shelter Mechanic	21.75
23470 - Laborer	14.98
23510 - Locksmith	21.90
23530 - Machinery Maintenance Mechanic	23.12
23550 - Machinist, Maintenance	22.91
23580 - Maintenance Trades Helper	18.27
23591 - Metrology Technician I	22.59
23592 - Metrology Technician II	23.80
23593 - Metrology Technician III	24.96
23640 - Millwright	28.19
23710 - Office Appliance Repairer	22.96
23760 - Painter, Maintenance	21.75
23790 - Pipefitter, Maintenance	24.63

23810 - Plumber, Maintenance	22.29
23820 - Pneudraulic Systems Mechanic	22.91
23850 - Rigger	22.91
23870 - Scale Mechanic	20.49
23890 - Sheet-Metal Worker, Maintenance	22.91
23910 - Small Engine Mechanic	20.49
23931 - Telecommunications Mechanic I	29.95
23932 - Telecommunications Mechanic II	31.55
23950 - Telephone Lineman	27.41
23960 - Welder, Combination, Maintenance	22.91
23965 - Well Driller	22.91
23970 - Woodcraft Worker	22.91
23980 - Woodworker	17.62
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	12.79
24580 - Child Care Center Clerk	17.77
24610 - Chore Aide	10.57
24620 - Family Readiness And Support Services Coordinator	16.90
24630 - Homemaker	18.43
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	27.30
25040 - Sewage Plant Operator	20.84
25070 - Stationary Engineer	27.30
25190 - Ventilation Equipment Tender	19.49
25210 - Water Treatment Plant Operator	20.84
27000 - Protective Service Occupations	
27004 - Alarm Monitor	20.57
27007 - Baggage Inspector	12.71
27008 - Corrections Officer	22.80
27010 - Court Security Officer	24.72
27030 - Detection Dog Handler	20.57
27040 - Detention Officer	22.80
27070 - Firefighter	24.63
27101 - Guard I	12.71
27102 - Guard II	20.57
27131 - Police Officer I	26.52
27132 - Police Officer II	29.67
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.59
28042 - Carnival Equipment Repairer	14.63
28043 - Carnival Equipment Worker	9.24
28210 - Gate Attendant/Gate Tender	13.01
28310 - Lifeguard	11.59
28350 - Park Attendant (Aide)	14.56
28510 - Recreation Aide/Health Facility Attendant	10.62
28515 - Recreation Specialist	18.04
28630 - Sports Official	11.59
28690 - Swimming Pool Operator	18.21
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	23.13
29020 - Hatch Tender	23.13
29030 - Line Handler	23.13
29041 - Stevedore I	21.31
29042 - Stevedore II	24.24
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	39.92
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	26.84
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	29.56
30021 - Archeological Technician I	20.19
30022 - Archeological Technician II	22.60
30023 - Archeological Technician III	27.98
30030 - Cartographic Technician	27.98
30040 - Civil Engineering Technician	26.41
30061 - Drafter/CAD Operator I	20.19
30062 - Drafter/CAD Operator II	22.60

30063 - Drafter/CAD Operator III	25.19
30064 - Drafter/CAD Operator IV	31.00
30081 - Engineering Technician I	22.92
30082 - Engineering Technician II	25.72
30083 - Engineering Technician III	28.79
30084 - Engineering Technician IV	35.64
30085 - Engineering Technician V	43.61
30086 - Engineering Technician VI	52.76
30090 - Environmental Technician	27.41
30210 - Laboratory Technician	23.38
30240 - Mathematical Technician	28.94
30361 - Paralegal/Legal Assistant I	21.36
30362 - Paralegal/Legal Assistant II	26.47
30363 - Paralegal/Legal Assistant III	32.36
30364 - Paralegal/Legal Assistant IV	39.16
30390 - Photo-Optics Technician	27.98
30461 - Technical Writer I	21.93
30462 - Technical Writer II	26.84
30463 - Technical Writer III	32.47
30491 - Unexploded Ordnance (UXO) Technician I	24.74
30492 - Unexploded Ordnance (UXO) Technician II	29.93
30493 - Unexploded Ordnance (UXO) Technician III	35.88
30494 - Unexploded (UXO) Safety Escort	24.74
30495 - Unexploded (UXO) Sweep Personnel	24.74
30620 - Weather Observer, Combined Upper Air Or	(see 2) 25.19
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 27.98
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	14.32
31030 - Bus Driver	20.85
31043 - Driver Courier	13.98
31260 - Parking and Lot Attendant	10.07
31290 - Shuttle Bus Driver	15.66
31310 - Taxi Driver	13.98
31361 - Truckdriver, Light	15.66
31362 - Truckdriver, Medium	17.90
31363 - Truckdriver, Heavy	19.18
31364 - Truckdriver, Tractor-Trailer	19.18
99000 - Miscellaneous Occupations	
99030 - Cashier	10.03
99050 - Desk Clerk	11.58
99095 - Embalmer	23.05
99251 - Laboratory Animal Caretaker I	11.30
99252 - Laboratory Animal Caretaker II	12.35
99310 - Mortician	31.73
99410 - Pest Controller	17.69
99510 - Photofinishing Worker	13.20
99710 - Recycling Laborer	18.50
99711 - Recycling Specialist	22.71
99730 - Refuse Collector	16.40
99810 - Sales Clerk	12.09
99820 - School Crossing Guard	13.43
99830 - Survey Party Chief	21.94
99831 - Surveying Aide	13.63
99832 - Surveying Technician	20.85
99840 - Vending Machine Attendant	14.43
99841 - Vending Machine Repairer	18.73
99842 - Vending Machine Repairer Helper	14.43

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

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

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

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

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour 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 ordinance, 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 links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

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

Conformance Process:

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

conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

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

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

**BILLING INSTRUCTIONS FOR
FIXED PRICE CONTRACTS (JUNE 2008)**

General: During performance and through final payment of this contract, the contractor is responsible for the accuracy and completeness of data within the Central Contractor Registration (CCR) database and for any liability resulting from the Government's reliance on inaccurate or incomplete CCR data.

The contractor shall prepare vouchers/invoices as prescribed herein. FAILURE TO SUBMIT VOUCHERS/INVOICES IN ACCORDANCE WITH THESE INSTRUCTIONS WILL RESULT IN REJECTION OF THE VOUCHER/INVOICE AS IMPROPER.

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

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

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

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

However, if you submit a hard-copy of the voucher/invoice, it shall be submitted to the following address:
Department of the Interior
National Business Center
Attn: Fiscal Services Branch - D2770
7301 West Mansfield Avenue
Denver, CO 80235-2230

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

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

HAND-CARRIED SUBMISSIONS WILL NOT BE ACCEPTED

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

BILLING INSTRUCTIONS FOR FIXED PRICE CONTRACTS (JUNE 2008)

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.

**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.

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

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.

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

**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 or purchase order 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.

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

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