

**NRC-HQ-12-A-10-0014
BLANKET PURCHASE AGREEMENT
GSA FEDERAL SUPPLY SCHEDULE**

In the spirit of Acquisition streamlining, the U.S. Nuclear Regulatory Commission and
Price Modern, LLC. enter into an agreement to facilitate the acquisition
of systems furniture and support services from the General Service Administration
(GSA) Federal Supply Schedule (FSS) Contract(s) GS28F0031R.

Federal Supply Schedule contract BPAs reduce contracting and open market costs such as: search for sources, the development of technical documents, solicitations and the evaluation of bids and offers. Teaming Arrangements are permitted with Federal Supply Schedule BPA holders in accordance with the terms of their GSA contracts. Open Market items shall not be procured under this BPA.

The parties agree that the Terms and Conditions set forth in the above referenced GSA FSS contract(s), this BPA and those set forth in the individual task order shall govern performance on that order. In no event will the Terms and Conditions set forth in either this BPA or the individual order be construed as changing the scope of the GSA FSS Contract(s) set forth above.

Signatures:

Contracting Officer
Valerie Whipple

DATE

Contractor Authorized Representative DATE

V.P. GOVERNMENT SALES

Title

Price Modern, LLC.

Company Name

TEMPLATE - ADM001

SUNSI REVIEW COMPLETE

JUL 17 2012

ADM002

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A.1 PRICE/COST SCHEDULE

Base Period: July 22, 2012 – July 21, 2012

| ITEM NO. | DESCRIPTION OF SUPPLIES/SVCS | QTY | UNIT | UNIT PRICE | AMOUNT |
|----------|--|-----|------|------------|--------|
| 0001 | Install, Service & Dismantle – Regular Time NAICS Description: Furniture Stores | | hour | | |
| 0002 | Install, Service & Dismantle – Overtime & Saturdays NAICS Description: Furniture Stores | | hour | | |
| 0003 | Install, Service & Dismantle – Sundays NAICS Description: Furniture Stores | | hour | | |
| 0004 | Design/Layout Services NAICS Description: Furniture Stores | | hour | | |
| 0005 | Program Management Services NAICS Description: Furniture Stores | | hour | | |
| 0006 | Van Usage NAICS Description: Furniture Stores | | day | | |
| 0007 | 14' Truck Usage NAICS Description: Furniture Stores | | day | | |
| 0008 | Receive, Use and Redeliver 53' Tractor Trailer NAICS Description: Furniture Stores | | day | | |
| 0009 | Haworth Unigroup and Unigroup TOO Product and Work Rite Ergonomic Product (Ceiling) NAICS Description: Furniture Stores | | lot | | |
| 0010 | Unplanned Projects (Ceiling) NAICS Description: Furniture Stores | | lot | | |

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| ITEM NO. | DESCRIPTION OF SUPPLIES/SVCS | QTY | UNIT | UNIT PRICE | AMOUNT |
|----------|---|-----|------|------------|--------|
| 0011 | Storage Warehouse (Ceiling) - Price per Square Foot: \$ NAICS Description: Furniture Stores | | lot | | |
| 0012 | Install, Service & Dismantle - Federal Holidays NAICS Description: Furniture Stores | | hour | | |

Sub-Total **\$1,005,167.50**

| | | | | | |
|------|---|--|-----|--|--|
| 0013 | Administrative Fee (Ceiling) - applies to products and services - 2% NAICS Description: Furniture Stores | | lot | | |
|------|---|--|-----|--|--|

Total Base Period Including Administrative Fee **\$1,025,270.85**

Option Period #1: July 22, 2013 - July 21, 2014

| ITEM NO. | DESCRIPTION OF SUPPLIES/SVCS | QTY | UNIT | UNIT PRICE | AMOUNT |
|----------|--|-----|------|------------|--------|
| 1001 | Install, Service & Dismantle - Regular Time NAICS Description: Furniture Stores | | hour | | |
| 1002 | Install, Service & Dismantle - Overtime & Saturdays NAICS Description: Furniture Stores | | hour | | |
| 1003 | Install, Service & Dismantle - Sundays NAICS Description: Furniture Stores | | hour | \$ | |
| 1004 | Design/Layout Services NAICS Description: Furniture Stores | | hour | | |
| 1005 | Program Management Services NAICS Description: Furniture Stores | | hour | | |
| 1006 | Van Usage NAICS Description: Furniture Stores | | day | | |

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| ITEM NO. | DESCRIPTION OF SUPPLIES/SVCS | QTY | UNIT | UNIT PRICE | AMOUNT |
|--|--|-----|------|------------|---------------------|
| 1007 | 14' Truck Usage NAICS Description: Furniture Stores | | day | | \$ |
| 1008 | Receive, Use and Redeliver Tractor Trailer NAICS Description: Furniture Stores | | day | | |
| 1009 | Haworth Unigroup and Unigroup TOO Product and Work Rite Ergonomic Product (Ceiling) NAICS Description: Furniture Stores | | lot | \$ | |
| 1010 | Unplanned Projects (Ceiling) NAICS Description: Furniture Stores | | lot | | |
| 1011 | Storage Warehouse (Ceiling) - Price per Square Foot: NAICS Description: Furniture Stores | | lot | | |
| 1012 | Install, Service & Dismantle -- Federal Holidays NAICS Description: Furniture Stores | | hour | | |
| Sub-Total | | | | | \$764,049.40 |
| 1013 | Administrative Fee (Ceiling) - applies to products and services - 2% NAICS Description: Furniture Stores | | lot | | |
| Total Option Period #1 Including Administrative Fee | | | | | \$779,330.39 |

Option Period #2: July 22, 2014 – July 21, 2015

| ITEM NO. | DESCRIPTION OF SUPPLIES/SVCS | QTY | UNIT | UNIT PRICE | AMOUNT |
|----------|--|-----|------|------------|--------|
| 2001 | Install, Service & Dismantle – Regular Time NAICS Description: Furniture Stores | | hour | | |
| 2002 | Install, Service & Dismantle – Overtime & Saturdays NAICS Description: Furniture Stores | | hour | | |

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| ITEM NO. | DESCRIPTION OF SUPPLIES/SVCS | QTY | UNIT | UNIT PRICE | AMOUNT |
|------------------|--|-----|------|------------|---------------------|
| 2003 | Install, Service & Dismantle - Sundays NAICS Description: Furniture Stores | | hour | | |
| 2004 | Design/Layout Services NAICS Description: Furniture Stores | | hour | | |
| 2005 | Program Management Services NAICS Description: Furniture Stores | | hour | | |
| 2006 | Van Usage NAICS Description: Furniture Stores | | day | | |
| 2007 | 14' Truck Usage NAICS Description: Furniture Stores | | day | | |
| 2008 | Receive, Use and Redeliver 53' Tractor Trailer NAICS Description: Furniture Stores | | day | | |
| 2009 | Haworth Unigroup and Unigroup TOO Product and Work Rite Ergonomic Product (Ceiling) NAICS Description: Furniture Stores | | lot | | |
| 2010 | Unplanned Projects (Ceiling) NAICS Description: Furniture Stores | | lot | | |
| 2011 | Storage Warehouse (Ceiling) - Price per Square Foot: NAICS Description: Furniture Stores | | lot | | |
| 2012 | Install, Service & Dismantle - Federal Holidays NAICS Description: Furniture Stores | | hour | | |
| Sub-Total | | | | | \$802,395.70 |
| 2013 | Administrative Fee (Ceiling) - applies to products and services - NAICS Description: Furniture Stores | | lot | | |

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Total Option Period #2 Including Administrative Fee **\$818,443.61**

Option Period #3: July 22, 2015 – July 21, 2016

| ITEM NO. | DESCRIPTION OF SUPPLIES/SVCS | QTY | UNIT | UNIT PRICE | AMOUNT |
|----------|--|-----|------|------------|--------|
| 3001 | Install, Service & Dismantle – Regular Time NAICS Description: Furniture Stores | | | | |
| 3002 | Install, Service & Dismantle – Overtime & Saturdays NAICS Description: Furniture Stores | | hour | | |
| 3003 | Install, Service & Dismantle – Sundays NAICS Description: Furniture Stores | | hour | | |
| 3004 | Design/Layout Services NAICS Description: Furniture Stores | | hour | | |
| 3005 | Program Management Services NAICS Description: Furniture Stores | | hour | | |
| 3006 | Van Usage NAICS Description: Furniture Stores | | day | | |
| 3007 | 14' Truck Usage NAICS Description: Furniture Stores | | day | | |
| 3008 | Receive, Use and Redeliver 53' Tractor Trailer NAICS Description: Furniture Stores | | day | | |
| 3009 | Haworth Unigroup and Unigroup T00 Product and Work Rite Ergonomic Product (Ceiling) NAICS Description: Furniture Stores | | lot | | |
| 3010 | Unplanned Projects (Ceiling) NAICS Description: Furniture Stores | | lot | | |
| 3011 | Storage Warehouse (Ceiling) – Price per Square Foot: NAICS Description: Furniture Stores | | lot | | |

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| ITEM NO. | DESCRIPTION OF SUPPLIES/SVCS | QTY | UNIT | UNIT PRICE | AMOUNT |
|------------------|--|-----|------|------------|---------------------|
| 3012 | hour Install, Service & Dismantle — Federal Holidays NAICS Description: Furniture Stores | | | | |
| Sub-Total | | | | | \$821,606.60 |
| 3013 | lot Administrative Fee (Ceiling) - applies to products and services - 2% NAICS Description: Furniture Stores | | | | |

Total Option Period #3 Including Administrative Fee **\$838,038.73**

Option Period #4: July 22, 2016 — July 21, 2017

| ITEM NO. | DESCRIPTION OF SUPPLIES/SVCS | QTY | UNIT | UNIT PRICE | AMOUNT |
|----------|---|-----|------|------------|--------|
| 4001 | Install, Service & Dismantle — Regular Time NAICS Description: Furniture Stores | | | | |
| 4002 | hour \$ Install, Service & Dismantle — Overtime & Saturdays NAICS Description: Furniture Stores | | | | |
| 4003 | hour Install, Service & Dismantle — Sundays NAICS Description: Furniture Stores | | | | |
| 4004 | hour Design/Layout Services NAICS Description: Furniture Stores | | | | |
| 4005 | hour Program Management Services NAICS Description: Furniture Stores | | | | |
| 4006 | day Van Usage NAICS Description: Furniture Stores | | | | |
| 4007 | day 14' Truck Usage NAICS Description: Furniture Stores | | | | |
| 4008 | day \$ Receive, Use and Redeliver 53' Tractor Trailer NAICS Description: Furniture Stores | | | | |

| ITEM NO. | DESCRIPTION OF SUPPLIES/SVCS | QTY | UNIT | UNIT PRICE | AMOUNT |
|--|--|-----|------|-----------------------|---------------------|
| 4009 | Haworth Unigroup and Unigroup TOO Product and Work Rite Ergonomic Product (Ceiling) NAICS Description: Furniture Stores | | lot | | |
| 4010 | Unplanned Projects (Ceiling) NAICS Description: Furniture Stores | | lot | | |
| 4011 | Storage Warehouse (Ceiling) - Price per Square Foot: { NAICS Description: Furniture Stores | | lot | | |
| 4012 | Install, Service & Dismantle - Federal Holidays NAICS Description: Furniture Stores | | hour | | |
| Sub-Total | | | | | \$824,413.60 |
| 4013 | Administrative Fee (Ceiling) - applies to products and services - 2% NAICS Description: Furniture Stores | | lot | | |
| Total Option Period #4 Including Administrative Fee | | | | | \$840,901.87 |
| GRAND TOTAL --- | | | | \$4,301,985.45 | ===== |

DISCOUNT MATRIX:

| <u>PRODUCT</u> | <u>GSA DISCOUNT</u> |
|-------------------------------|---------------------|
| Haworth - Unigroup | |
| Haworth - Unigroup TOO | |
| Haworth - X-Series | |
| Work Rite - Ergo Equipment | |
| Work Rite - Adjustable Tables | |

ACCOUNTING AND APPROPRIATION DATA:

| ACRN APPROPRIATION | REQUISITION NUMBER | AMOUNT |
|---|--------------------|--------|
| 1 2012-40-51-F-127-JCN-D2338-BOC-252A-APPNUMBER-31X0200 | ADM-12-372 P | \$0.00 |

SECTION B - GENERAL TERMS**B.1 INTRODUCTION**

In the spirit of the Federal Acquisition Streamlining Act, the Nuclear Regulatory Commission NRC and PRICE MODERN LLC hereby enter into a cooperative agreement, otherwise referred to as a Blanket Purchase Agreement (BPA), to further reduce the administrative costs of acquiring supplies/services from the General Services Administration (GSA) Federal Supply Schedule Contract # GS28F0031R. Federal Supply Schedule contract BPA's eliminate contracting and open market costs such as: search for sources; the development of technical documents, solicitations and the evaluation of offers. Teaming Arrangements are permitted with Federal Supply Schedule Contractors in accordance with Federal Acquisition Regulation (FAR) 9.6. .

The agreement details all services with accompanying prices and descriptions, which may be ordered under this BPA.

This BPA expires on 07-21-2013 or such later ending date as determined by the exercise of any option.

All orders placed against this BPA are subject to the terms and conditions of all the clauses and provisions in full text or incorporated by reference in this document.

B.2 TERMS AND CONDITIONS

Pursuant to GSA FSS Schedule Contract # GS28F0031R, regarding Blanket Purchase Agreements, the Contractor agrees to the following terms of a Blanket Purchase Agreement (BPA) EXCLUSIVELY WITH the Nuclear Regulatory Commission:

B.3 FSS-BPA TERMS AND CONDITIONS

This order is subject to the terms referenced in BPA NRC-HQ-12-A-10-0014 and the General Services Administration (GSA) Federal Supply Schedule Contract # GS28F0031R.

B.4 PERFORMANCE

The following terms and conditions are applicable:

- a. All services will be initiated within 5 working days following receipt of a valid order, unless otherwise specified in the order.
- b. The BPA holder shall be familiar with Federal Government and Nuclear Regulatory Commission acquisition regulations, directives and instructions. If a particular document is required in a specific order, it will be cited within the order's PWS.
- c. The BPA holder shall not provide technical direction to any other acquisition BPA holder(s) or government personnel at any time. Neither shall the Government directly supervise BPA holder employees. The BPA holder Task Leader should conduct day to day supervision of BPA holder personnel wherever the BPA holder personnel are located. All direction of the BPA holder shall be through the Contracting Officer (CO) of the ordering organization specified in each individual order. Technical "tasking" assignments for the BPA holder will be transmitted by the program office's COTR (or program manager) to the BPA holder's Task Leader.

d. The "ordering period" will run from BPA award to 07-21-2013, or until such ending date of any option year, which may be exercised under the Agreement. The "performance period" will terminate with the end of the BPA, unless the ordering CO elects to extend performance as provided under the BPA. If the ordering CO elects to extend performance beyond the end of the BPA, he/she may extend performance up to six (6) months beyond the end of the order period.

e. Capitalization Requirements: The BPA holder shall provide their employees sufficient computer equipment to support orders. The BPA holder shall be able to support the automatic transmission of unclassified data only to the requiring Program Office by modem if so requested. Any computers connected to, or transmits to (connected or via magnetic media) the government shall be properly protected from computer viruses. The BPA holder shall be capable of supporting the software packages utilized by Nuclear Regulatory Commission for the indicated processors. Specific software packages utilized within a program office shall be stated in the order PWS if it is other than Microsoft Office Professional or Microsoft Project.

f. Cancellation: This BPA may be canceled if the BPA holder fails to perform in accordance with the terms and conditions of the this BPA, any order established under this BPA, or if deemed as in the best interests of the Government. The BPA holder must strictly comply with all terms and conditions of the Nuclear Regulatory Commission/ Contracting Officer may determine that performance by the BPA holder has been unsatisfactory and cancel this BPA.

B.5 PERIOD OF PERFORMANCE

This BPA expires on 07-21-2013 or such later ending date as determined by the exercise of any option.

B.6 OBLIGATION OF FUNDS

This BPA does not obligate any funds. The Government is obligated only to the extent of authorized orders actually issued under the BPA by the Contracting Officer.

B.7 PRICING

Contract services as listed below, with associated pricing, can be ordered under this BPA. The Contractor shall be allowed to vary within the categories for successful and efficient task completion not to exceed funded values of each order awarded under this agreement. As proposed, the Contractor will apply applicable extended/tier pricing to all categories used in the performance of orders issued under this Agreement. Orders may be awarded on a Firm Fixed Price basis only. All Calls/Orders placed against this BPA are subject to the terms and conditions of the referenced BPA, the Contractor's proposal and this Agreement, except where noted below. Contractor's proposal dated July 2, 2012 is hereby referenced.

B.8 PRICING DATA

1. The prices included on the BPA list (or applicable "discounted" rates submitted in a proposal response to an RFQ resulting in award) that are in effect on the effective date of an order shall govern that order's basic performance period. With regard to any option years, which are later exercised, the proposed option year rates as incorporated into the order award are in effect until such time, if applicable, that the contractor has been authorized a rate increase culminating from a negotiation with the Contracting Officer.

Nuclear Regulatory Commission

BLANKET PURCHASE AGREEMENT

2. The BPA holder can voluntarily reduce offered prices at any time by giving 24-hour advance notice (by facsimile or electronic-mail) to the Nuclear Regulatory Commission/Contracting Officer. This BPA also allows for additional discounts if a "large order" is placed at one time. An advanced notice is not required for discounts offered for only an individual order. Whether an order is large enough to warrant such a discount is subject to the discretion of the BPA holder.

3. The BPA holder may also increase BPA prices at any time. Any BPA price increase shall not take effect until the Nuclear Regulatory Commission Contracting Officer receives written notification (U.S. mail, facsimile, or electronic-mail). Any order already issued shall not be affected by any change to BPA pricing. The prices offered under this BPA will undergo annual review by the Nuclear Regulatory Commission Contracting Officer.

B.9 ADMINISTRATIVE DATA

A Blanket Purchase Agreement (BPA) is hereby established between PRICE MODERN LLC and the Nuclear Regulatory Commission under the following terms and conditions incorporated in this BPA and GSA Federal Supply Schedule contract:

Primary Point of Contact:

PRICE MODERN LLC
2604 SISSON ST STE 1
BALTIMORE, MD 21211-3189
Chip Robertson
chip.robertson@pricemodern.com
301-459-8111
mike.neale@pricemodern.com
301-459-8111

Alternate Point of Contact: Mike Neale
mike.neale@pricemodern.com
301-459-8111

DUNS NUMBER: 003073525
NAICS Code: 442110
PSC Code: 7110

Cognizant NRC Office:
U.S. Nuclear Regulatory Commission
Div. of Contracts
Attn: James Leedom
Mail Stop: TWB-01-B10M
Washington, DC 20555

B.10 AUTHORIZED LIMITS

The Government estimates, but does not guarantee, that individual BPA Orders placed against this Agreement may reach \$1,025,270.85/per Order. This Order Limit may be increased by mutual agreement of the parties as necessary, in whole or part. The authorized Ceiling Limit of the Agreement is set at \$4,301,985.45 over the period covered by the Agreement; this ceiling is also not a guarantee. The Ceiling Limit may also be raised in association with order Limit increases or other conditions which, by mutual agreement of the parties, maybe considered necessary. Authorization for individual Task Orders above the stated Task Order and/or Ceiling Limits must be coordinated through the

Contracting Officer before larger valued orders can be issued and prior to commencement of work. All unauthorized work, regardless of amount, will be processed through the ratification process.

B.11 AUTHORIZED REPRESENTATIVES

The primary Contracting Officer (CO) for this Agreement is:

James Leedom

U.S. Nuclear Regulatory Commission
Div. of Contracts
Mail Stop: TWB-01-B10M
Washington, DC 20555

James.Leedom@nrc.gov
301-415-0891

The Primary Contracting Officer's Representative (COR) for projects under this Agreement is:

Joanna Lilley
301-415-6743
Joanna.Lilley@nrc.gov

The Secondary Contracting Officer's Representative (COR) for projects under this Agreement is:

N/A

The Primary and/or Secondary COR will be responsible for technical monitoring of the contractor's performance and deliveries. The COR and the Contractor's Representative shall work together to ensure that all contractual requirements are being met. The COR will interpret specifications or technical portions of the work. The COR is not authorized to perform, formally or informally, any of the following actions:

- (1) Promise, award, agree to award, or execute any contract, contract modification, or notice of intent that changes or may change this contract;
- (2) Waive or agree to modification of the delivery schedule;
- (3) Make any final decision on any contract matter subject to the Disputes Clause;
- (4) Terminate, for any reason, the contractor's right to proceed;
- (5) Obligate in any way, the payment of money by the Government. Only a warranted Contracting Officer is authorized to obligate funds on this or any other contract action.

The contractor shall immediately notify the Contracting Officer in writing if the COR has taken an action (or fails to take action) or issues directions (written or oral) that the contractor considers to exceed the above limitations.

The contractor shall provide the Contracting Officer information copies of all correspondence to the COR.

B.12 FSS-BPA CLAUSE CONTENT

The clauses that regulate this FSS Blanket Purchase Agreement can be referenced in the Federal Supply Schedule contract # GS28F0031R.

B.13 FEDERAL HOLIDAYS

Unless specifically authorized in writing by the Contracting Officer, no services will be provided and no charges will be incurred and/or billed to any order on this contract on any of the Federal Holidays listed below.

New Years Day
Martin Luther King Day
Presidents' Day
Memorial Day
Independence Day

Labor Day
Columbus Day
Veterans' Day
Thanksgiving Day
Christmas Day

B.14 GENERAL SUPPLY ORDERS

A properly appointed Nuclear Regulatory Commission Contracting Officer will request a "Quick Quote" from the Contractor based upon the requirements of the individual calls/orders, usually in the form of a Statement of Work (SOW). The information provided to the Contractor will include the place of performance, required period of performance, and other particular task requirements. Travel may be required (reimbursement of travel expenses will be IAW applicable Federal travel regulations). The vendor will reply within 5 business days with a Firm Fixed Price quote depending on the details required by the SOW. The Contractor may offer additional spot discounts on any order, as they deem appropriate. All subcontractor activity must be clearly identified in each new order proposal as applicable.

B.15 GENERAL SERVICES ORDERS

a. The BPA holder shall furnish all the necessary qualified personnel, materials, facilities and management resources to furnish the services set forth in the Statement of Objectives (SOO) or the Performance Work Statement (PWS) within the terms specified and at the price(s) stated.

b. It is understood and agreed that the BPA holder shall provided Fixed-Price proposals when requested by the Contracting Officer (CO). The contractor's proposal shall be priced using labor rates and labor categories here in provided. The CO will issue Fixed Priced Orders upon completion of negotiations of contractor proposals.

B.16 LABOR HOUR ORDERS

a. It is intended that the majority of orders issued for performance under this BPA will be Fixed-Priced Orders. However, on occasion Labor Hour Orders may be issued. This section applies to such orders only.

b. The BPA holder shall furnish all the necessary qualified personnel, materials, facilities and management resources to furnish the services set forth in the Statement of Objectives (SOO) or the Performance Work Statement (PWS) within the terms specified and at the price(s) stated. All orders will be issued and modified at the labor rates in effect at the time the work is performed.

c. It is understood and agreed that the BPA holder shall use in the performance of the contract the labor categories and hours specified in each order.

d. The labor categories and hours specified in each order represent the current best estimate of the services to be performed. To enhance flexibility and to allow the BPA holder to determine the optimum labor mix for the order the BPA holder may without notice to the Government, increase or decrease the number of hours for each category

specified in the individual order by no more than 0%. These adjustments are allowable only to the extent that the ceiling price and the total number of hours of the labor CLIN(s) are not exceeded. The BPA holder will not be paid more than the ceiling price of any individual order.

e. Government Reimbursement of BPA Holder-Incurred Training Costs in Support of Mission-Unique Nuclear Regulatory Commission Requirements. BPA holder/personnel are required to possess all the skills necessary to support at least the minimum requirements of the Performance Work Statement (PWS) tasking for the labor category under which they are performing. Training to meet such minimum requirements must be provided by the BPA holder and is included in the fixed price labor rates. In situations where the "Government User" being supported by an order under the basic contract requires some "unique" level of support beyond the minimum requirements of the PWS because of program/mission-unique needs, then the BPA holder may directly charge the order (in the same manner as one might charge work-related TDY expenses) in order to obtain the unique training required for successful support if authorized in the order. Such education/training might be provided by Government entities or by "third party" private entities such as companies who specialize in providing professional or specialized training/education seminars/classes. Direct labor expenses, and travel related expenses allowable under the Joint Travel Regulations (JTR), may be allowed to be billed on a cost reimbursement basis. Tuition/Registration/Book fees (costs) that may be applicable to an individual course/seminar may be recoverable as a direct cost if specifically authorized in a particular order. Documentation (in the form of a Nuclear Regulatory Commission Program Office signed memorandum that such contemplated labor, travel, and costs to be reimbursed by the Government are mission essential and in direct support of "unique" or special Program Office requirements) will be required to support the billing of such costs against the order, which authorized payment, therefore.

f. In the event the BPA holder expends fewer hours than set forth in the individual order, the total order shall be adjusted to reflect the actual number of hours expended and the final order price. In no case will the final price exceed the ceiling price of the order.

g. Notwithstanding any other provision, the BPA holder shall maintain sufficient accounting records for verification of the hours and categories of labor incurred in the performance of each order. It is further understood and agreed that the accounting records shall be available for Government review during the performance of the contract and until three years after final payment under the contract. In the event subcontract labor is included in the labor effort contained in paragraph (c) above, the foregoing records provisions shall be included in all applicable subcontracts.

h. Payment under individual orders for CLINs (to be specified in order) will be in accordance with FAR 52.232-7 entitled "Payments under Time-and-Materials and Labor-Hour Contracts." Withholding of amounts due as contemplated by the clause will apply to the total contract and not to individual orders. Withholding will not exceed \$50,000.00 for the entire contract, regardless of the number of orders issued against the contract, and will apply to the first order and continue until the maximum withholding amount is reached. To facilitate closeout of early orders, the amount withheld may be transferred to any subsequent active order. Ceiling price, as used in the clause, applies to each individual order, not to the total contract.

B.17 INVOICES

a. Inspection and acceptance shall be accomplished as follows: The Government, for all services furnished under any resulting order, hereby designates the COTR in the program office as the point of final inspection and acceptance. The BPA holder will submit each invoice, including all back-up data, to the Contracting Officer (CO) for review and signature. When the CO receives an accurate and complete invoice, he/she will return a signed copy to the BPA holder within five (5) working days. If the invoice is incomplete or inaccurate, the CO will return the unsigned invoice to the BPA holder for correction. The Contracting Officer will then forward the signed invoice to the Chief Financial Officer (CFO) for payment. Final payment for each order will be accomplished by final invoice accompanied by a receiving report.

b. An itemized invoice shall be submitted to the CO at least monthly or upon expiration of this BPA, whichever occurs first, for all deliveries made during a billing period and for which payment has not been received. Copies of delivery tickets shall support these invoices. "Approved-for-payment" invoices will be submitted to the payment address specified on each individual order issued under this BPA.

B.18 NONPERSONAL SERVICES

a. In performance of this contract, the BPA holder will provide services as required by program offices to support management of their overall mission. This will be based upon the order's performance work statement for the specific effort. Orders will be formally issued to the BPA holder as opposed to individual BPA holder employees.

b. The services required under the Agreement constitute professional and management services within the definition provided by FAR 37.201. Under this Agreement the Government will obtain professional services, which are essential to the Nuclear Regulatory Commission mission but not otherwise available within Nuclear Regulatory Commission.

c. The Government will neither supervise BPA holder employees nor control the method by which the BPA holder performs the required tasks. Under no circumstances shall the Government assign tasks to, or prepare work schedules for, individual BPA holder employees. It shall be the responsibility of the BPA holder to manage their employees and to guard against any actions that are of the nature of personal services, or give the perception of personal services. If the BPA holder feels that any actions constitute, or are perceived to constitute personal services, it shall be the BPA holder's further responsibility to notify the Contracting Officer immediately.

d. These services shall not be used to perform work of a policy/ decision making or management nature. All decisions relative to programs supported by BPA holders will be the sole responsibility of the Government. Support services will not be ordered to circumvent personnel ceilings, pay limitations, or competitive employment procedures.

B.19 OPTION TO EXTEND THE TERM OF THE BPA

a. The Government may extend the term of this BPA by written notice to the Contractor at any time prior to the expiration of the BPA, provided that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 15 days before the BPA expires. The preliminary notice does not commit the Government to an extension.

b. If the Government exercises this option, the extended BPA shall be considered to include this option provision.

c. The total duration of this BPA, including the exercise of any options under this clause, shall not exceed the performance period of the governing GSA FSS Contract.

B.20 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 15 days of BPA expiration.

B.21 AUTHORIZED INDIVIDUALS

Individuals Authorized to Place Orders:

NRC authorizes the following entities to place orders:

Office of Administration: Joanna Lilley

B.22 ORDER FORMAT

Orders will be placed against this BPA via e-mail, Electronic Data Interchange (EDI), FAX, or in hardcopy format. Each individual BPA Task Order will describe the tasks, services and deliverables required.

B.23 ORDERING MANAGEMENT

a. Order Management Requirements: Delivery of services shall be implemented only if directed by an order. The BPA holder shall respond in no more than 5 working days from the issuance of the order to identify the Contractor's Task Leader. The Contractor's Task Leader shall arrange for a meeting between the BPA holder Task Leader and the COTR to obtain the necessary detailed information to proceed with the task.

b. Order Procedures: Each Request for Proposal for an order will contain a Statement of Objectives (SOO), or other performance based work statement, describing the program to be supported, a description of the task, evaluation criteria, the deliverables, an order start and completion date, and the COTR. The BPA holder(s) solicited will respond to the SOO with a Performance Work Statement (PWS), a proposed technical solution including labor mix and hours, and a proposed ceiling or fixed price for the order. Note: The Government will accept order proposals only from BPA holders that it has solicited. The PWS and labor mix will be incorporated into any resulting order. The proposed technical solution may also be incorporated in the order. The BPA holder on a per site basis will assign the Task Leader.

c. Order Accounting: The BPA holder's order accounting system shall provide traceability of all labor hour and cost reimbursable elements (e.g. travel, material, other authorized direct costs) ordered by each program's funding citation's Accounting Classification Reference Number (i.e. "acrn" assigned at the "SubCLIN" level in Section B), if required by the program office. Otherwise, traceability shall be at the CLIN level, to include segregation by Government appropriation (i.e. "color of money"), set forth in the order. Under no circumstances will any invoice exceed the period of performance, hours or dollar amount (ceiling price) for any funded order. The BPA holder will separately track and invoice US Government and FMS charges. All invoices submitted for payment shall clearly identify:

1. Government order number.
2. Period of performance
3. Amount due by CLIN
4. Labor hours provided per labor category

d. The BPA holder shall prepare and maintain a Funds and Man-hour Expenditure Report for each order. The BPA holder will submit reports, in contractor format, to the COTR and Contracting Officer on a regular basis as defined by each order. Reporting shall include schedule by task, labor hour expenditures by labor category by task, cost reimbursable elements, calendar of supported travel, reviews, meetings and briefings, deliverables status and an estimated completion date. The report shall also identify the most significant cost driver(s) for each task (i.e. Schedule, Type of Program, and Complexity), the value of the driver, and a brief explanation. The Government shall identify a standard set of activities and definitions. For each task, the BPA holder shall identify the approximate percentage of

hours allocated to those activities. Until such a time as the Government provides this standard set of activities, the BPA holder will not be required to provide this information. The Funds and Man-hour Expenditure Report will be prepared and submitted by those individuals covered by company overhead and will not be directly charged to any specific labor category on a specific order. These reports will be submitted electronically.

e. Closeout Procedures: To facilitate closeout of individual orders placed under this BPA, within thirty (30) days of completion of any individual order, the BPA holder shall present a final invoice to the Contracting Officer that contains a complete accounting of hours expended by category, the prices associated with those hours, any cost reimbursable expenses, and a proposed final price. If the Government concurs with the invoice and the proposed final price is within the ceiling price of the order, the Government will issue an order modification converting the order to a firm fixed price order at the proposed final price.

B.24 PRECEDENCE

The Terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.

B.25 PROHIBIT ACTIVITIES

The BPA holder shall not perform tasks under any resultant order which involve the following:

(a) preparation of any statement of requirements, objectives, or needs to be procured by the Government for system furniture products/ services, whether to be acquired by future orders under the BPA program/GSA Federal Supply Services Schedule, or by any other contract action at Nuclear Regulatory Commission;

(b) evaluation of the qualifications of a potential source or any proposal for a contract or order by the Government for system furniture products/ services or any other supplies or services;

(c) formulation of "best value" criteria, acquisition plans, solicitations or strategies for the purchase of system furniture-like products/services;

(d) preparation of documentation for future orders for system furniture products/ services.

B.26 MANAGEMENT CONTROL

The BPA holder shall provide to the Contracting Officer (CO) a list of all teaming partners or subcontractors within 10 calendar days after order award. As subcontractors and/or teaming partners are added, and/or deleted, an updated listing will be provided to the CO within 10 calendar days of such change. All BPA holder personnel shall display identification badges at all times while charging hours to the order or at a government or government contractor location. Authorized Government personnel shall accompany all visits to Nuclear Regulatory Commission Program Offices, unless other specific arrangements have been made.

B.27 2052.216-73 ACCELERATED TASK ORDER PROCEDURES (JAN 1993)

(a) The NRC may require the contractor to begin work before receiving a definitized task order from the contracting officer. Accordingly, when the contracting officer verbally authorizes the work, the contractor shall proceed with performance of the task order subject to the monetary limitation established for the task order by the contracting officer.

(b) When this accelerated procedure is employed by the NRC, the contractor agrees to begin promptly negotiating with the contracting officer the terms of the definitive task order and agrees to submit a cost proposal with supporting cost or pricing data. If agreement on a definitized task order is not reached by the target date mutually agreed upon by the contractor and contracting officer, the contracting officer may determine a reasonable price and/or fee in accordance with Subpart 15.8 and Part 31 of the FAR, subject to contractor appeal as provided in 52.233-1, Disputes. In any event, the contractor shall proceed with completion of the task order, subject only to the monetary limitation established by the contracting officer and the terms and conditions of the basic contract.

B.28 CONTRACTING OFFICER REPRESENTATIVE AUTHORITY ALTERNATE 2 (FEBRUARY 2004)

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

Name: Joanna Lilley

Address: 11555 Rockville Pike
Mail Stop: T-7-D-24
Rockville, MD 20852

Telephone Number: 301-415-6743

(b) The project officer shall:

- (1) Place delivery orders for items required under this contract up to the amount obligated on the contract award document.
 - (2) Monitor contractor performance and recommend changes in requirements to the contracting officer.
 - (3) Inspect and accept products/services provided under the contract.
 - (4) Review all contractor invoices/vouchers requesting payment for products/services provided under the contract and make recommendations for approval, disapproval, or suspension.
 - (5) Immediately notify the Security Branch, Division of Facilities and Security (SB/DFS) (via e-mail) when a contractor employee no longer requires access authorization and return of any NRC issued badge to SB/DFS within three days after their termination.
- (c) The COR may not make changes to the express terms and conditions of this contract.

B.29 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.

B.30 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.

B.31 SECURITY REQUIREMENTS FOR BUILDING ACCESS APPROVAL (AUG 2011)

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

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

(a) felony arrest in the last seven (7) years; (b) alcohol related arrest within the last five (5) years; (c) record of any military courts-martial convictions in the past ten (10) years; (d) illegal use of narcotics or other controlled substances possession in the past year, or illegal purchase, production, transfer, or distribution of narcotics or other controlled substances in the last seven (7) years; and (e) delinquency on any federal debts or bankruptcy in the last seven (7) 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 (2) copies of the pre-screening signed record or review shall be supplied to the Division of Facilities and Security, Personnel Security Branch (DFS/PSB) with the Contractor employee's completed building access application package.

The Contractor shall further ensure that its employees, any subcontractor employees and consultants complete all building access security applications required by this clause within fourteen (14) calendar days of notification by DFS/PSB of initiation of the application process. Timely receipt of properly completed records of the Contractor's signed pre-screening record or review and building access security applications (submitted for candidates that have a reasonable probability of obtaining the level of access authorization necessary for access to NRC's facilities) is a contract requirement. Failure of the Contractor to comply with this contract administration requirement may be a basis to cancel the award, or terminate the contract for default, or offset from the contract's invoiced cost or price the NRC's incurred costs or delays as a result of inadequate pre-screening by the Contractor. In the event of cancellation or termination, the NRC may select another firm for contract award.

A Contractor, subcontractor employee or consultant shall not have access to NRC facilities until he/she is approved by DFS/PSB. Temporary access may be approved based on a favorable NRC review and discretionary determination of their building access security forms. Final building access will be approved based on favorably adjudicated checks by the Government. However, temporary access approval will be revoked and the Contractor's employee may subsequently be denied access in the event the employee's investigation cannot be favorably determined by the NRC. Such employee will not be authorized to work under any NRC contract requiring building access without the approval of DFS/PSB. When an individual receives final access, the individual will be subject to a review or reinvestigation every five (5) or ten (10) years, depending on their job responsibilities at the NRC.

The Government shall have and exercise full and complete control and discretion over granting, denying, withholding, or terminating building access approvals for individuals performing work under this contract. Individuals performing work under this contract at NRC facilities for a period of more than 30 calendar days shall be required to complete and submit to the Contractor representative an acceptable OPM Standard Form 85 (Questionnaire for Non-Sensitive Positions), and two (2) FD 258 (Fingerprint Charts). Non-U.S. citizens must provide official documentation to the DFS/PSB, as proof of their legal residency. This documentation can be a Permanent Resident Card, Temporary Work Visa, Employment Authorization Card, or other official documentation issued by the U.S. Citizenship and Immigration Services. Any applicant with less than five (5) years residency in the U.S. will not be approved for building access. The Contractor shall submit the documents to the NRC Contracting Officer's Representative (COR) who will give them to DFS/PSB.

DFS/PSB may, among other things, grant or deny temporary unescorted building access approval to an individual based upon its review of the information contained in the OPM Standard Form 85 and the Contractor's pre-screening record. Also, in the exercise of its authority, the Government may, among other things, grant or deny permanent building access approval based on the results of its review or investigation. This submittal requirement also applies to the officers of the firm who, for any reason, may visit the NRC work sites for an extended period of time during the term of the contract. In the event that DFS/PSB are unable to grant a temporary or permanent building access

approval, to any individual performing work under this contract, the Contractor is responsible for assigning another individual to perform the necessary function without any delay in the contract's performance schedule, or without adverse impact to any other terms or conditions of the contract. The Contractor is responsible for informing those affected by this procedure of the required building access approval process (i.e., temporary and permanent determinations), and the possibility that individuals may be required to wait until permanent building access approvals are granted before beginning work in NRC's buildings.

CANCELLATION OR TERMINATION OF BUILDING ACCESS/ REQUEST

The Contractor shall immediately notify the PO when a Contractor or subcontractor employee or consultant's need for NRC building access approval is withdrawn or the need by the Contractor employee's for building access terminates. The PO will immediately notify DFS/PSB (via e-mail) when a Contractor employee no longer requires building access. The Contractor shall be required to return any NRC issued badges to the Contracting Officer's Representative (COR) for return to DFS/FSB (Facilities Security Branch) within three (3) days after their termination.

B.32 DRUG FREE WORKPLACE TESTING: UNESCORTED ACCESS TO NUCLEAR FACILITIES, ACCESS TO CLASSIFIED INFORMATION OR SAFEGUARDS INFORMATION, OR PERFORMING IN SPECIALLY SENSITIVE POSITIONS (AUG 2011)

All contractor employees, subcontractor employees, and consultants proposed for performance or performing under this contract shall be subject to pre- assignment, random, reasonable suspicion, and post-accident drug testing applicable to: (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 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. 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>

B.33 OPTION PERIODS - TASK ORDER/DELIVERY ORDER UNDER A GSA FEDERAL SUPPLY SCHEDULE CONTRACT (AUG 2011)

The Period of Performance (POP) for this requirement may extend beyond the Offeror's current POP on their GSA Schedule. Offerors may submit proposals for the entire POP as long as their current GSA Schedule covers the requested POP, or their GSA Schedule contains GSA's "Evergreen Clause" (Option to Extend the Term of the Contract), which covers the requested POP if/when the option(s) are exercised. Offerors are encouraged to submit accurate/realistic pricing for the requirement's entire POP, even if the proposed GSA Schedule does not include pricing for the applicable option years, etc.

For proposal evaluation purposes, the NRC assumes that applicable Evergreen Clause Option(s) will be exercised and the NRC will apply price analysis, as applicable. It is in the best interest of the Offeror to explain major deviations in escalation, proposed in any Evergreen Clause option years. Resulting GSA task/delivery order option years subject to the Evergreen Clause will be initially priced utilizing the same rates proposed under the last GSA- priced year of the subject GSA Schedule. Upon GSA's exercise of the GSA Schedule option year(s) applicable to the Evergreen Clause, the NRC will modify the awarded task/delivery order to incorporate either the proposed pricing for the option years or the GSA-approved pricing (whichever is lower).

It is incumbent upon the Offeror to provide sufficient documentation (GSA- signed schedule, schedule modifications, etc.) that shows both the effective dates, pricing and terms/conditions of the current GSA Schedule, as well as Evergreen Clause terms/conditions (as applicable). Failure to provide this documentation may result in the Offeror's proposal being found unacceptable.

B.34 PACKAGING AND MARKING (AUG 2011)

(a) The Contractor shall package material for shipment to the NRC in such a manner that will ensure acceptance by common carrier and safe delivery at destination. Containers and closures shall comply with the Surface Transportation Board, Uniform Freight Classification Rules, or regulations of other carriers as applicable to the mode of transportation.

(b) On the front of the package, the Contractor shall clearly identify the contract number under which the product is being provided.

(c) Additional packaging and/or marking requirements are as follows:

B.35 BRANDING (AUG 2011)

The Contractor is required to use the official NRC branding logo or seal on any publications, presentations, products, or materials funded under this contract, to the extent practical, in order to provide NRC recognition for its involvement in and contribution to the project. If the work performed is funded entirely with NRC funds, then the contractor must acknowledge that information in its documentation/presentation.

Access the following websites for branding information and specifications:

<http://www.internal.nrc.gov/ADM/branding/> and Management Directive and Handbook 3.13 -

(internal NRC website): <http://www.internal.nrc.gov/policy/directives/toc/md3.13.htm>

(external public website): <http://pbadupws.nrc.gov/docs/ML1122/ML112280190.pdf>

B.36 ELECTRONIC PAYMENT (AUG 2011)

The Debt Collection Improvement Act of 1996 requires that all payments except IRS tax refunds be made by Electronic Funds Transfer. Payment shall be made in accordance with FAR 52.232-33, entitled "Payment by Electronic Funds- Central Contractor Registration".

To receive payment, the contractor shall prepare invoices in accordance with NRC's Billing Instructions. Claims shall be submitted on the payee's letterhead, 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." The preferred method of submitting invoices is electronically to the Department

of the Interior at NRCPayments_NBCDenver@nbc.gov. If the contractor submits a hard copy of the 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

B.37 DENIAL OF FEDERAL BENEFITS TO INDIVIDUALS CONVICTED OF DRUG TRAFFICKING OR POSSESSION (AUG 2011)

In the event that an award is made to an individual, Section 5301 of the Anti-Drug Abuse Act of 1988 (P.L. 100-690), codified at 21 U.S.C. 862, authorizes denial of Federal benefits such as grants, contracts, purchase orders, financial aid, and business and professional licenses to individuals convicted of drug trafficking or possession.

B.38 COMPLIANCE WITH U.S. IMMIGRATION LAWS AND REGULATIONS (AUG 2011)

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 Form I-551 (Green Card), 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, <http://www.uscis.gov/portal/site/uscis>.

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.

B.39 SAFETY OF ON-SITE CONTRACTOR PERSONNEL (AUG 2011)

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 Contracting Officer's Representative (COR) 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 Contracting Officer's Representative (COR) 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.

B.40 52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on the Government installation. If the Contractor's failure to use reasonable care causes damage to any of this property, the Contractor shall replace or repair the damage at no expense to the Government as the Contracting Officer directs. If the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from the contract price.

B.41 52.228-5 INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

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

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

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

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

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

B.42 WHISTLEBLOWER PROTECTION FOR NRC CONTRACTOR AND SUBCONTRACTOR EMPLOYEES (AUG 2011)

(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 entitled: "Your Rights Under the Energy Reorganization Act".

(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.

B.43 GREEN PURCHASING (JUN 2011)

(a) In furtherance of the sustainable acquisition goals of Executive Order 13514, "Federal Leadership in Environmental, Energy, and Economic Performance" products and services provided under this contract/order shall be energy- efficient (Energy Star or Federal Energy Management Program (FEMP) designated), water-efficient, biobased, environmentally preferable (e.g., Electronic Product Environmental Assessment Tool (EPEAT) certified), non-ozone depleting, contain recycled content, or are non-toxic or less toxic alternatives, where such products and services meet agency performance requirements. <http://www.fedcenter.gov/programs/eo13514/>

(b) The contractor shall flow down this clause into all subcontracts and other agreements that relate to performance of this contract/order.

B.44 USE OF AUTOMATED CLEARING HOUSE (ACH) ELECTRONIC PAYMENT/REMITTANCE ADDRESS (AUG 2011)

The Debt Collection Improvement Act of 1996 requires that all Federal payments except IRS tax refunds be made by Electronic Funds Transfer. It is the policy of the Nuclear Regulatory Commission to pay government vendors by the Automated Clearing House (ACH) electronic funds transfer payment system. Item 15C of the Standard Form 33 may be disregarded.

Attachments

ATTACHMENTS

| | | |
|-----|----------------------|-------|
| 001 | Statement of Work | 9 pgs |
| 002 | NRC-187 | 2 pgs |
| 003 | Billing Instructions | 4 pgs |

SYSTEMS FURNITURE REQUIREMENTS STATEMENT OF WORK

1. BACKGROUND

The United States Nuclear Regulatory Commission (NRC) Headquarters is located at the White Flint Complex (WFC), in addition to interim and satellite buildings located outside of the WFC. Approximately 2,858 employees and 503 contractors are currently housed in systems furniture in NRC headquarters buildings.

To meet the mandatory General Services Administration (GSA) space standard of 135 square feet per person when NRC consolidated and to provide maximum flexibility and durability, GSA and NRC determined that a system-furniture, open plan design, complemented by a demountable, movable, floor-to-ceiling partition system, will be used as office space.

To support this determination, the contractor shall provide all management, administrative and technical support, supervision, and labor, as well as all materials, supplies, and equipment to furnish components and accessories, install, reconfigure workstations and/or repair or replace workstation components at the NRC Headquarters buildings, including the installation of additional workstations, at the White Flint Complex and interim and satellite building space.

2. FURNITURE REQUIREMENTS

This is an indefinite quantity arrangement. The total estimated quantities of materials, services and maintenance cannot be determined at this time. The total quantities to be ordered under this Blanket Purchase Agreement (BPA) can be any combination of the products and services identified in the GSA Schedule. NRC will also purchase additional components to be placed in inventory for replacing worn or damaged furniture, furniture parts and providing flexibility for workstation/office changes.

The contractor shall furnish furniture components and accessories that are required to install, reconfigure workstations and/or repair or replace workstation components if and when ordered by the NRC Contracting Officer Representative (COR) through work orders issued pursuant to this BPA. In addition, the contractor shall furnish and provide other product line available for purchase to the NRC, such as freestanding desks, chairs, tables and file cabinets. Product line shall be compatible with existing finishes and furnishings in the NRC Headquarters buildings. The components and accessories shall be available for purchase by NRC at the unit price and discount established for this project and shall remain in effect for the duration of the BPA.

3. DESIGN/LAYOUT ADAPTATION

Prior to issuance of a work order, the contractor will be contacted by the NRC COR to provide design and layout support on various furniture projects. For major systems furniture projects, the NRC will provide the contractor with detailed specifications and workstation prototypes that represent the NRC's best estimate of the completed configuration. The design and layout support required will involve adapting the contractor's product to the physical

SYSTEMS FURNITURE REQUIREMENTS STATEMENT OF WORK

conditions, configuration and actual floor plans. It shall be the responsibility of the contractor to provide for left-hand or right-hand configurations as required.

The contractor shall provide the services of a professional design staff with significant experience on major systems furniture projects that will be required to review, adapt and overlay the specific manufacturer's components and products to generic layouts. The contractor shall conduct an on-site review of existing conditions prior to design development. The generic layouts should not preclude the contractor from submitting to the NRC any suggestions or alternatives which would aid in adapting its components to the actual design.

A preliminary design will be submitted to the COR for review and approval and shall be revised, if necessary, based on comments from NRC reviews. Following design approval, the contractor shall prepare a product requirement list along with a quotation that includes product cost, design and installation costs. In preparing the product requirement list, the contractor shall take into consideration warehouse inventory and inventory of existing product on the floor.

The contractor shall furnish computer-aided design (CAD) drawings, CAD drawing diskettes (readable by AutoCAD) and product specifications to the NRC Project Officer upon completion of the work order. The contractor shall provide monthly updates of the CAD product database, furniture symbol libraries and product data specifications required to maintain and update floor plans and furniture product data.

4. STANDARDS FOR FURNITURE AND COMPONENTS

a. This specification covers the requirements for workstation standards composed of connecting panels with attachable components. The minimum acceptable requirements for extent of the manufacturer's product line, design, materials, workmanship, performance safety and services are set forth in GSA's Federal Supply Service (FSS) schedule contracts for systems furniture.

b. Furniture provided by the contractor shall conform in all respects to the descriptions provided in Workstation Prototype standards, layout drawings and other specifications prepared and provided by the NRC. Any deviations due to production techniques or the inability of the manufacturer to meet these requirements shall immediately be brought to the COR's attention. The COR shall make the final determination of the acceptability of such deviations.

c. The contractor shall specify and supply all work surfaces, components, hardware, wire management and panels, as well as any and all parts required to assemble and to power the workstation configurations. Each element of the proposed installation shall be appropriately adapted to the building environment and to the demountable wall systems utilized throughout the buildings.

SYSTEMS FURNITURE REQUIREMENTS STATEMENT OF WORK

Particular care was paid by the space planners to avoid marginal dimensional problems and conflicts. It shall be the responsibility of the contractor to point out any and all problems and/or conflicts which may arise with a given furniture system and to resolve these with the COR. The contractor shall field check all dimensions for problems and/or conflicts and bring them to the attention of the COR along with a proposed solution.

d. The contractor shall verify all the components for each workstation depicted on approved layout drawings. In the event the contractor believes that any essential components have been inadvertently omitted from the workstation prototype, the contractor shall bring these items to the attention of the COR.

5. STANDARDS FOR PANELS

a. Workstations which are grouped in a continuous arrangement shall share panels. Based on approved drawings, the contractor shall be responsible for preparing an actual count of panels, with a breakdown by variety of panel finish to be used. The contractor shall provide straight-run or multi-angled joints of two, three, or four panels as delineated on the drawings.

b. There are a range of different panel widths. Typical widths are 12 inches, 18 inches, 24 inches, 30 inches, 36 inches, 42 inches, 48 inches, 54 inches and 60 inches. Curved panels of varying heights may also be required. Wall brackets or tracks shall be available to attach a panel run to the building walls. The contractor shall determine the appropriate width for panels and connectors so that they will most closely meet the overall dimensions specified for each workstation.

c. There are a maximum of four different ranges of panel heights. Typical heights are 34-42 inches, 48 inches, 65-68 inches and 75-80 inches. The contractor shall determine the appropriate panel height based on the workstation type.

d. Unless otherwise noted, the standard panel shall have acoustical, bonded fabric whether they face the inside of a workstation or a corridor or are concealed from view in any way. The minimum noise reduction coefficient for acoustical panels shall be 0.80. The minimum acceptable sound transmission coefficient for acoustical panels shall be 14 and the minimum acceptable noise isolation class shall be 20. All panel components shall be provided with a light and sound barrier for the full height of the panel unless otherwise specified.

e. All panel surfaces shall have the same appearance with surface mounted tackboards. All panels shall maintain a level appearance at the top of the panel. Each panel shall have no less than two glides with a minimum vertical adjustment of two inches. Carpet grippers shall be provided for additional stability, if necessary.

f. Panel connectors are to be provided with each panel. At all angled connectors, it is desired that a filler be used to cover and conceal the angled connection. All panels at the

SYSTEMS FURNITURE REQUIREMENTS STATEMENT OF WORK

end of a panel run shall have a finished end trim. Where adjacent panels are not the same height, the exposed ends shall have a finished end trim.

g. All panels and work surfaces, and all components, shelves and storage bins hanging from them shall be leveled plumb, straight and true when all pieces are precisely located.

h. All panels, whether powered or non-powered, shall be provided with covered raceways. Base raceways shall be an integrated part of the panels and attached such that they have minimal floor clearance and such that they provide bottom-edge protection from maintenance equipment. The communications compartments shall each accommodate at least ten 25-pair communication cables with room for two 25-pin connectors side by side. These compartments shall be constructed to facilitate the installation of communication cables, and shall be designed to facilitate wire management and future maintenance and adaptability, i.e., there shall be an open channel that provides for cables to be laid in. The base trim should have access (knock-outs) for communications cabling, to accept both coaxial and telecommunications wires. The base wire raceway shall be at a single level, providing a continuous straight cable run that avoids electrical outlets and other obstructions.

i. It is desired that all panels have internal vertical cable ways so that concealed cables may be run from the base raceways to the top cable ways. All cabling and wiring shall be concealed by wire managers.

j. The panels shall be capable of being installed, without using fasteners, on top of finished flooring or carpeting without penetration of either. There shall be complete flexibility for future changes in panel arrangement without having to patch the flooring materials. At junctions of architectural elements and at panel service entries, there shall be sufficient space to allow for cables to run.

6. ELECTRICAL

a. Each power panel shall be capable of accepting electrical duplex receptacles. It shall be the contractor's responsibility to furnish pre-wired panels in the workstations to provide from three to seven duplex accessible outlets per station, each tri-circuit capabilities that include a potential for dedicated lines and isolated ground as required. It is the contractor's responsibility to determine which panels should be powered and which are not. The contractor shall coordinate and confirm final panel plans with the COR prior to ordering and final installation.

b. All non-powered panels shall be capable of being retrofitted in the field to a powered panel without altering the height of the panel or disassembling the panel run.

SYSTEMS FURNITURE REQUIREMENTS STATEMENT OF WORK

c. Cables to a power panel shall be provided, and pass-through or jumper cables shall be provided to transfer power from one power panel to another. All connections shall be contained within a covered raceway.

d. Power panels, light fixtures and non-metallic extension cords shall be Underwriters Laboratories approved, and wire managers shall be provided for all exposed wires.

e. Each branch circuit shall be limited to 10 duplex outlets. The contractor shall provide power supply components and an electrical plan to conform. The power will be supplied through the ceiling, interior walls, columns and/or exterior walls. All electrified panels shall be capable of having a minimum of three pre-wired circuits (120V, 20A) within the base raceway.

f. Panel-to-panel power connectors shall be designed so that when they are disconnected all points of connection are safe and electrically non-conductive. Hard-wire connections are accomplished by the Government who will connect the electrical entry whip to the circuit at the junction box. The contractor shall be responsible for final electrical hook-ups between the electrical panels and the owner-installed whip. The appropriate whips are specified and procured by the Government as part of the systems furniture package.

7. TASK LIGHTS

a. Task lights shall be provided in varying widths corresponding to the storage bins or shelf under which they are mounted. Task lights shall be supplied with a fluorescent tube, an on-off switch, rapid-start ballast and a heavy cord with ground. The cord shall be of sufficient length to reach a receptacle in the panel raceway. All task lights shall provide a minimum of 50 foot candles at the work surface with a low glare factor. The task light cord shall be wire mounted. Task lights should be separate from the panel hung components under which it is mounted.

8. WORK SURFACES

a. All work surfaces shall either be cantilevered from the panel or be end-supported by a panel to the floor for stability. It is desired that two adjacent work surfaces of different heights have fillers along the full depth of the work surfaces to close the vertical gap between them.

All work surfaces shall be adequately supported at each end so that they can bear, without noticeable deflection, the weight of video display terminals and/or desktop printers.

b. When two work surfaces are placed back to back and cantilevered from an open frame panel, a filler piece shall be provided. The filler piece shall be the full width and depth of the panel opening. The filler piece shall have "knock-outs" for cable access.

SYSTEMS FURNITURE REQUIREMENTS STATEMENT OF WORK

c. Work surfaces shall have a circular opening, a notched edge, or other design feature to accommodate the routing of wires. All edges shall be finished and covers shall be provided when the openings are not needed for wire management. Openings shall be located on the work surface to avoid conflicts with pedestals and/or storage units below the work surfaces.

d. Work surfaces for Directors and Deputy Directors shall be wood veneer. All other work surfaces shall be covered in high-pressure plastic laminate with underside backing sheets of laminate or steel, and shall be pre-drilled for mounting channels, components, drawers and other accessories.

e. Work surface widths are identified on the workstation drawings. All work surfaces shall be available in 24 inch and 30 inch depths. Corner surfaces shall be provided to connect two 24 inch deep surfaces that meet at a 90 degree angle.

f. The height of work surfaces shall be adjustable from 26 1/4 inches to 34 inches above the floor. A maximum gap of 1/8 inch between two contiguous work surfaces of the same height is a desirable feature.

9. STORAGE COMPONENTS

a. All storage components, such as pedestals, flipper doors storage binds, open shelves, vertical paper organizers and coat hooks, shall be constructed of materials certified to be in accordance with GSA standards. All drawers, binder bins, flipper doors, shelves and other protruding edges shall have radius corners or other finished edges to prevent potential hazard to personnel or their clothing. All enclosed storage components shall be lockable.

b. Each workstation shall be keyed alike but different from nearby workstations. All locks shall be master-keyable. A minimum of two keys shall be provided for each station.

c. File drawers shall be capable of suspending legal- or letter-size file folders either side-to-side or front-to-back. It is desirable that these drawers have spring-activated compression dividers or similar mechanisms. File drawers shall operate on either full-travel or steel-ball-bearing suspension. All components suspended from workstations shall be as deep as the work surface to which are attached. It is desirable that file drawers be capable of being removed from the pedestal without removing the contents of the drawers. File drawers shall be provided with cross rails to permit either letter- or legal-size filing. Each file drawer shall have a safety catch to prevent accidental removal.

d. It is desirable that box drawers have a rear hood in order to prevent loose papers from being pushed over and behind the drawer. A minimum of two dividers shall be provided with each box drawer. Convenience trays shall be provided for the top box drawer in each pedestal. Box drawers shall operate on full travel or steel-ball-bearing suspension. All box drawers shall be lockable. The box drawers shall be capable of being removed from the

SYSTEMS FURNITURE REQUIREMENTS STATEMENT OF WORK

pedestal without removing their contents. The box drawers shall have a G safety catch to prevent accidental removal.

e. All pedestals shall be interchangeable in the field from left to right or right to left and shall maintain their locking feature without damaging the work surface.

f. Drawer fronts for Office Directors and Deputy Directors shall be wood veneer. All others shall be a standard finish.

g. Flipper door storage bins shall be available in sizes corresponding to all panel widths, with the exception of the 12 inch. The minimum depth of the bins shall be 12 1/4 inches. Each bin shall be provided with three shelf dividers. Each bin shall have a safety catch to prevent accidental dislodgment. The flipper doors shall be operable from the center or either side and shall be operable by a seated person.

h. It is desirable that furniture include panel-hung vertical paper organizers and other accessories, as indicated on the workstation prototypes. The paper organizers should be capable of being angled either to the right or the left and their orientation should be readily reversible by the user. The paper organizer should hold either letter- or legal-size documents without causing them to be warped or bent.

10. INSTALLATION SPECIFICATIONS

a. The contractor shall provide authorized and/or certified personnel/technicians as required to disassemble and assemble the workstations and their components. Necessary electrical power will be provided by the Government.

b. The installation service to be provided by the contractor shall include unloading, movement of product to installation areas, unpacking of product, installation of product according to approved layout and removal of resulting debris from and about the building and floors. The contractor shall be responsible for providing sufficient refuse containers to accommodate discarded packing materials and other debris. The contractor shall leave the site "broom clean." Upon completion of installation, the contractor may be required to return excess product to the NRC warehouse, located at 4934 Boiling Brook Parkway, Rockville, Md. 20852.

c. The product shall be rendered completely ready for use. All packing materials and labels shall be removed and furniture shall be cleaned and polished, adjusted, leveled and inspected for damage. The contractor shall, at no additional cost to the NRC, touch up nicks and scratches on the systems furniture that occur during handling and installation. The contractor shall clean or replace all fabric which may be marred during handling and installation. The contractor is responsible for cleaning and/or repairing any and all damages to the building and or floors which result from the installation process. Cleaning and repair work shall be made acceptable to the Project Officer before final payment is made.

SYSTEMS FURNITURE REQUIREMENTS STATEMENT OF WORK

d. The contractor may be required to install white porcelain writing boards, computer keyboard trays and mouse trays as indicated on workstation specifications.

e. The contractor shall fully accomplish each installation on the agreed upon date. Following installation, any problems that arise shall be resolved and completed within a maximum of 30 days from the installation date of the work order.

f. Deliveries may be made directly to either building site at Rockville Pike and Marinelli Road or the NRC warehouse. A loading dock is provided behind both buildings with access to a freight elevator. Limited warehousing capabilities are available at the site but the Government will not accept responsibility for product until actual installation.

11. SERVICE

On a weekly basis, the contractor shall provide the services of a technician(s) to perform minor workstations modifications, reconfigurations and repairs in accordance with Service Requests issued by the NRC COR. The service technician(s) will be reimbursed on a fixed price hourly rate during the duration of this agreement. The technician(s) will be required to pull, load, transport and update inventory as needed.

12. FINISHES AND MATERIALS

a. Panels

| | |
|-------------------|--|
| Trim color: | Standard manufacturer selections |
| Fabric: | Medium-grade (Guildford of Maine, SR-701 or equal) |
| Connector color: | Standard manufacturer selections |
| Receptacle color: | Standard manufacturer selections to match raceway |

b. Work surfaces

| | |
|-------|---|
| Top: | Wood veneer for Directors and Deputy Directors. Plastic laminate for all other workstations. |
| Trim: | Standard manufacturer selections |

c. Storage Components Color

Standard manufacturer selections. Drawer fronts shall be wood veneer or standard manufacturer finish.

SYSTEMS FURNITURE REQUIREMENTS
STATEMENT OF WORK

d. Flipper Doors

Flipper doors for Office Directors and Deputy Directors shall be wood veneer. All other flipper doors shall be standard manufacturer finish.

13. PARKING

The Government will allow the Contractor to purchase one monthly parking permit at the prevailing rate. The Government will provide one outside parking space at no charge for the contractor's required on site vehicle.

BILLING INSTRUCTIONS FOR FIXED PRICE CONTRACTS

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 invoices/vouchers for payment of deliverables identified in the contract, in the manner described herein. FAILURE TO SUBMIT INVOICES/VOUCHERS IN ACCORDANCE WITH THESE INSTRUCTIONS MAY RESULT IN REJECTION OF THE INVOICE/VOUCHER AS IMPROPER.

Standard Forms: Payment requests for completed work, in accordance with the contract, shall be submitted on the payee's letterhead, invoice/voucher, 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."

Electronic Invoice/Voucher Submissions: The preferred method of submitting invoices/vouchers is electronically to the U.S. Department of the Interior's National Business Center, via email to: NRCPayments_NBCDenver@NBC.gov.

Hard-Copy Invoice/Voucher Submissions: If you submit a hard-copy of the invoice/voucher, a signed original and supporting documentation 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

Purchase of Capital Property: *(\$50,000 or more with life of one year or longer).*

Contractors must report to the Contracting Officer, electronically, any capital property acquired with contract funds having an initial cost of \$50,000 or more, in accordance with procedures set forth in NRC Management Directive (MD) 13.1, IV, C – "Reporting Requirements" (revised 2/16/2011).

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

Frequency: The contractor shall submit invoices/vouchers for payment once each month, unless otherwise authorized by the Contracting Officer.

BILLING INSTRUCTIONS FOR FIXED PRICE CONTRACTS

Format: Invoices/Vouchers shall be submitted in the format depicted on the attached sample form entitled "Invoice/Voucher for Purchases and Services Other Than Personal". Alternate formats are permissible only if they address all requirements of the Billing Instructions. The instructions for preparation and itemization of the invoice/voucher are included with the sample form.

Task Order Contracts: The contractor must submit a separate invoice/voucher for each individual task order with pricing information. This includes items discussed in paragraphs (a) through (p) of the attached instructions. In addition, the invoice/voucher must specify the contract number, and the NRC-assigned task/delivery order number.

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

Currency: Invoices/Vouchers must be expressed in U.S. Dollars.

Supersession: These instructions supersede previous Billing Instructions for Fixed-Price Type Contracts (June 2008).

**BILLING INSTRUCTIONS FOR
FIXED PRICE CONTRACTS**

**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. Invoice/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. Where the Payee is authorized to assign the proceeds of this contract in accordance with the clause at FAR 52.232-23, the Payee shall require as a condition of any such assignment, that the assignee shall register separately in the Central Contractor Registration (CCR) database at <http://www.ccr.gov> and shall be paid by EFT in accordance with the terms of this contract. See Federal Acquisition Regulation 52.232-33(g) Payment by Electronic Funds Transfer - Central Contractor Registration (October 2003).
- c. Contract Number. Insert the NRC contract number (including Enterprise-wide Contract (EWC)), GSA Federal Supply Schedule (FSS), Governmentwide Agency Contract (GWAC) number, or Multiple Agency Contract (MAC) number, as applicable.
- d. Task Order Number. Insert the task/delivery order number (If Applicable). **Do not include more than one task order per invoice or the invoice may be rejected as improper.**
- e. Invoice/Voucher. The appropriate sequential number of the invoice/voucher, 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.
- f. Date of Invoice/Voucher. Insert the date the invoice/voucher is prepared.
- g. Billing Period. Insert the beginning and ending dates (day, month, year) of the period during which deliverables were completed and for which payment is requested.

BILLING INSTRUCTIONS FOR FIXED PRICE CONTRACTS

- h. Description of Deliverables. Provide a brief description of supplies or services, quantity, unit price, and total price.
- i. Work Completed. Provide a general summary description of the services performed or products submitted for the invoice period and specify the section or Contract Line Item Number (CLIN) or SubCLIN in the contract pertaining to the specified contract deliverable(s).
- j. Shipping. Insert weight and zone of shipment, if shipped by parcel post.
- k. Charges for freight or express shipments. Attach prepaid bill if shipped by freight or express.
- l. Instructions. Include instructions to consignee to notify the Contracting Officer of receipt of shipment.
- m. For Indefinite Delivery contracts, the final invoice/voucher shall be marked "FINAL INVOICE" or "FINAL VOUCHER".
- n. Total Amount Billed. Insert columns for total amounts for the current and cumulative periods.
- o. Adjustments. Insert columns for any adjustments, including outstanding suspensions for deficient or defective products or nonconforming services, for the current and cumulative periods.
- p. Grand Totals.