

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

1. REQUISITION NUMBER: NRO-16-0055
PAGE OF: 1 71
2. CONTRACT NO.: NRC-HQ-40-16-C-0010
3. AWARD/EFFECTIVE DATE: 7/11/16
4. ORDER NUMBER:
5. SOLICITATION NUMBER: NRC-HQ-40-16-R-0007
6. SOLICITATION ISSUE DATE: 02/22/2016

7. FOR SOLICITATION INFORMATION CALL: LATOYA COOPER
a. NAME: LATOYA COOPER
b. TELEPHONE NUMBER (No collect calls): (301) 415-4146
8. OFFER DUE DATE/LOCAL TIME: ET

9. ISSUED BY: US NRC - HQ
ACQUISITION MANAGEMENT DIVISION
MAIL STOP TWFN-5E03
WASHINGTON DC 20555-0001
CODE: NRCHQ
10. THIS ACQUISITION IS:
 UNRESTRICTED OR
 SET ASIDE: 100.00 % FOR:
 SMALL BUSINESS
 HUBZONE SMALL BUSINESS
 SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
 WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM
 EDWOSB
 8(A)
NAICS: 561410
SIZE STANDARD: \$15.0

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

15. DELIVER TO: US NUCLEAR REGULATORY COMMISSION-
MAIL PROCESSING CENTER
4930 BOILING BROOK PARKWAY
ROCKVILLE MD 20852
CODE: NRCHQ
16. ADMINISTERED BY: US NRC - HQ
ACQUISITION MANAGEMENT DIVISION
MAIL STOP TWFN-5E03
WASHINGTON DC 20555-0001
CODE: NRCHQ

17a. CONTRACTOR/OFFEROR: GREEN POWERED TECHNOLOGY LLC
2230 GEORGE C MARSHALL DR APT 1203
FALLS CHURCH VA 22043-2586
CODE: 962298290
FACILITY CODE:
18a. PAYMENT WILL BE MADE BY: NRC PAYMENTS
NRCPAYMENTSNRCGOV
CODE: NRC PAYMENTS 1
TELEPHONE NO.:

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER
18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	The Contractor shall provide the U.S. Nuclear Regulatory Commission (NRC) with technical editing support services, as described in the attached Performance Work Statement entitled "Technical Editing and Support Services" and in accordance with the terms and conditions of the contract. Period of Performance: 07/11/2016 to 07/10/2021 (Use Reverse and/or Attach Additional Sheets as Necessary)				

25. ACCOUNTING AND APPROPRIATION DATA: 2016-X0200-FEEBASED-25-25D099-17-4-151-1081-252A
26. TOTAL AWARD AMOUNT (For Govt. Use Only): \$3,619,997.67

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

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

30a. SIGNATURE OF OFFEROR/CONTRACTOR: Phillip S. Green
31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER): Adelis M. Rodriguez
30b. NAME AND TITLE OF SIGNER (Type or print): Phillip S. Green, President
30c. DATE SIGNED: 4/19/2016
31b. NAME OF CONTRACTING OFFICER (Type or print): ADELIS M. RODRIGUEZ
31c. DATE SIGNED: 4/20/16

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i>				1. REQUISITION NUMBER NRO-16-0055		PAGE OF 1 71	
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6. SOLICITATION ISSUE DATE 02/22/2016		7. FOR SOLICITATION INFORMATION CALL: a. NAME LATOYA COOPER		b. TELEPHONE NUMBER (301) 415-4146 <i>(No collect calls)</i>		8. OFFER DUE DATE/LOCAL TIME ET	
9. ISSUED BY US NRC - HQ ACQUISITION MANAGEMENT DIVISION MAIL STOP TWFN-5E03 WASHINGTON DC 20555-0001		CODE NRCHQ		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100.00 % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS <input type="checkbox"/> (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM. <input type="checkbox"/> EDWOSB <input checked="" type="checkbox"/> 8(A)		NAICS: 561410 SIZE STANDARD: \$15.0	
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30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (Type or print)			30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or print)		31c. DATE SIGNED
					ADELIS M. RODRIGUEZ		

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN
 RECEIVED INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE 32c. DATE 32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE 32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE

 32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER 34. VOUCHER NUMBER 35. AMOUNT VERIFIED CORRECT FOR 36. PAYMENT 37. CHECK NUMBER
 PARTIAL FINAL COMPLETE PARTIAL FINAL

38. S/R ACCOUNT NUMBER 39. S/R VOUCHER NUMBER 40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 42a. RECEIVED BY (*Print*)
 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER 41c. DATE 42b. RECEIVED AT (*Location*)

 42c. DATE REC'D (*YYMMDD*) 42d. TOTAL CONTAINERS

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SECTION B - Supplies of Services/Prices

B.1 NRCB010 BRIEF PROJECT TITLE AND WORK DESCRIPTION

- (a) The title of this project is: Technical Editing and Support Services
- (b) Summary work description: The primary objective of this contract is to provide support services in the area of technical editing.

B.2 CONSIDERATION AND OBLIGATION

- (a) The ceiling of this order for services is \$3,619,997.67.
- (b) The amount presently obligated with respect to this order is \$ 309,844.15. The obligated amount shall, at no time, exceed the order ceiling as specified in paragraph (a) above. When and if the amount(s) paid and payable to the Contractor hereunder shall equal the obligated amount, the Contractor shall not be obligated to continue performance of the work unless and until the Contracting Officer shall increase the amount obligated with respect to this order, in accordance with FAR Part 43 - Modifications. Any work undertaken by the Contractor in excess of the obligated amount specified above is done so at the Contractor's sole risk and may not be reimbursed by the Government.
- (c) The Contractor shall comply with the provisions of FAR 52.232-22 - Limitation of Funds, for incrementally-funded delivery orders or task orders.

PRICE/COST SCHEDULE

BASE YEAR: July 11, 2016 – July 10, 2017

Item No.	Schedule of Supplies/Services	Estimated Quantities in pages	Unit Price	Extended Price
1	Weekday Rate			
2	Night/Weekend/Holiday Rate			
TOTAL ESTIMATED COST				\$694,175.36

OPTION YEAR 1: July 11, 2017 – July 10, 2018

Item No.	Schedule of Supplies/Services	Estimated Quantities in pages	Unit Price	Extended Price
1001	Weekday Rate			
1002	Night/Weekend/Holiday Rate			
TOTAL ESTIMATED COST				\$715,799.69

OPTION YEAR 2: July 11, 2018 – July 10, 2019

Item No.	Schedule of Supplies/Services	Estimated Quantities in pages	Unit Price	Extended Price
2001	Weekday Rate			
2002	Night/Weekend/Holiday Rate			
TOTAL ESTIMATED COST				704,548.32

OPTION YEAR 3: July 11, 2019 – July 10, 2020

NRC-HQ-40-16-C-0010
 Technical Editing and Support Services

Item No.	Schedule of Supplies/Services	Estimated Quantities in pages	Unit Price	Extended Price
3001	Weekday Rate	[REDACTED]	[REDACTED]	[REDACTED]
3002	Night/Weekend/Holiday Rate	[REDACTED]	[REDACTED]	[REDACTED]
TOTAL ESTIMATED COST				\$712,232.91

OPTION YEAR 4: July 11, 2020 – July 10, 2021

Item No.	Schedule of Supplies/Services	Estimated Quantities in pages	Unit Price	Extended Price
2001	Weekday Rate	[REDACTED]	[REDACTED]	[REDACTED]
2002	Night/Weekend/Holiday Rate	[REDACTED]	[REDACTED]	[REDACTED]
TOTAL ESTIMATED COST				\$793,241.39

TOTAL ESTIMATED PRICE INCLUDING ALL YEARS **\$3,619,997.67**

* Night / weekend / holiday hours require prior authorization from NRC COR in writing.

SECTION C - Description/Specifications

PERFORMANCE WORK STATEMENT (PWS)

Technical Editing and Support Services

1.1 General Project Information

This is a non-personal services contract to provide technical editing support services for the U.S. Nuclear Regulatory Commission (NRC).

1.2 Background

The NRC's Office of Administration (ADM), Division of Administrative Services (DAS), Publications Branch (PB) manages the agency's centralized publications services. These services include reproduction, GPO print procurement, graphic design, paper- and Web-based publication, NUREG manuscript review and publication, and technical editing and writing. NUREGs are official agency reports or brochures on regulatory decisions, results of research, results of incident investigations, and other technical and administrative information.

The NRC requires technical editing to support the agency's openness goal as well as the agency's overall mission. The NRC technical program offices drive this agency requirement, as program offices use technical editing services when responding to stakeholders, communicating with the public, providing guidance to licensees, documenting communications with licensees, publishing notices, and publishing NRC regulations. The centralized technical editing program follows a cascading system of editing style guides with the ultimate purpose of presenting a cohesive, plain language voice in the agency's communications.

Editing electronically is the primary NRC method for editing. Although on very rare occasions some documents may still be edited on paper, editing a document on a computer and editing on paper are not separate tasks. Technical editing and manuscript review activities as described here shall be incorporated into each request under work orders. The contractor shall perform technical editing activities in accordance with Federal, agency, and office preferences for all requests assigned on an as-needed basis. The contractor shall use all technological tools available for editing at the NRC, including the following: Microsoft Word, Adobe Acrobat Pro, FTP utility programs, ZIP utility programs, change tracking programs, version control systems, and other software programs as designated. The contractor shall furnish the necessary cleared, qualified personnel; materials; equipment; travel; and other services needed to meet the requirements described in the Statement of Work (SOW) for this effort.

1.3 Objective

The objective of this acquisition is to provide support services for the NRC's Publications Branch in the area of technical editing.

1.4 Scope of Work

On average, the technical editing program edits approximately 800–900 documents and 25,000–30,000 pages each year. At any given time, the editors may have 10–15 documents, ranging from a few pages in length to several hundred pages, in the active editing queue. Work volume is variable, however, so the contractor shall be able to handle brief periods of slack volume as well as periods in which multiple large documents must be turned around in

a relatively short time. Estimated quantities of pages per year are included in the price schedule, located in section B.

Definition of "Page"

For this contract, we define a "page" as consisting of 250 words of text. Note that individual numbers are also counted as words. Documents that include graphics or other objects that must be edited but for which we cannot tally the words will be calculated differently. In such cases, we will calculate pages based upon how much space on a standard 8.5 x11" page the graphics or objects occupy, and we will add that tally to the number of pages achieved by word count. Thus, to provide an example, if a document contains four graphics (regardless of location) that would occupy two pages on their own, then two pages will be added to the page count that results by counting words and dividing by 250.

1.4.1 Tasks

Technical Editing

Upon receipt of a work order from the NRC Contracting Officer's Representative (COR), the contractor shall edit the manuscript in a manner that is consistent with (1) relevant guidelines and standards (see "Performance and Quality Standards 1.4.3"), (2) the service level assigned to the given work order (see "Service Levels"), and (3) the following requirements for each type of work.

- (a) Edit all content for correct syntax; grammar; punctuation; spelling; and consistent use of acronyms, symbols, abbreviations, and terms, following the guidelines in the latest revision of NUREG-1379, "NRC Editorial Style Guide," NUREG-0650, "Preparing NUREG-Series Publications," NUREG-0544, "NRC Collection of Abbreviations," and any specific style guidance provided for the given work orders.
- (b) While preserving the technical content, reorganize or rewrite sentences or paragraphs to achieve clarity, coherence, and logical flow; ensure consistency; use plain language; eliminate overly complex sentences; and eliminate incomplete comparisons, misplaced modifiers, faulty parallelism, wordiness, and overused passive voice.
- (c) Verify that the purpose of the manuscript, as reflected in the abstract, executive summary, introduction, and/or other overview section(s), accurately communicates the author's intentions. Ensure that other sections of the manuscript accurately communicate the necessary scope of information to fulfill the intended purpose. Where necessary, suggest adding or deleting information to fulfill the intended purpose, and write or rewrite the information to accomplish this goal.
- (d) Ensure that any units of measure are expressed using the International System of Units with the English unit shown in parentheses afterwards.
- (e) Verify the accuracy of equations, tables, and figures, and suggest improvements to ensure that both written and graphic elements consistently communicate the intended information to the target audience.
- (f) Verify the accuracy of cross-references, and ensure that all figures and tables are cited in the text in a manner that is consistent with the guidance provided by the NRC.
- (g) Query any references that do not appear to be publicly available, and ensure that all references are cited in the text and listed in a manner that is consistent with the guidance provided by the NRC.

- (h) Ensure that the table of contents accurately reflects the number and title of each section, figure, and table contained in the front matter, body, and any appendices.
- (i) Proofread the final draft.

Types of Manuscripts

Under this contract, the NRC may issue work orders asking the contractor to edit or review any or all of the following types of documents as well as other documents as specified by the NRC COR:

- (a) Brochures (NUREG/BR-xxxx) include pamphlets, directories, handbooks, manuals, procedural guides, and periodicals (such as newsletters). Some are intended principally for NRC staff use, but others are disseminated to the public.
- (b) NRC staff reports (NUREG-xxxx) and those prepared by Contractors (NUREG/CR-xxxx) cover a variety of regulatory and technical subjects of interest to the staff and the nuclear industry. They include licensing, research, investigative, and administrative topics related to the NRC's mission.
- (c) Conference proceedings (NUREG/CP-xxxx) are compilations of formal papers, presentations, and transcripts from technical conferences, seminars, or workshops.
- (d) International agreement reports (NUREG/IA-xxxx) result from international agreements that promote information exchange between the NRC and foreign governments and organizations. In these agreements, foreign participants agree to submit unclassified nuclear safety information to the NRC for publication.
- (e) Technical documents such as safety evaluation reports, environmental impact statements, regulatory guides (draft and final), and license renewal documents.
- (f) Legal documents such as proceedings.
- (g) Promotional documents such as full-color posters, brochures, and event programs.
- (h) Correspondence such as letters to Congress, memos to independent bodies, and letters to stakeholders.

Any of the various types of manuscripts may contain one or more of the following types of material:

- (a) Administrative material usually involves descriptive text written in plain English, with little technical information and no formulae, equations, figures, or tables.
- (b) Technical material usually discusses legal, scientific, or engineering topics (particularly those dealing with nuclear materials and facilities and their effects on humans and the environment), and may contain some simple formulae, equations, figures, and tables.
- (c) Complex technical material almost exclusively discusses complex legal, scientific, or engineering topics (particularly those dealing with nuclear materials and facilities and their effects on humans and the environment), and often contains many complex formulas, equations, figures, and tables.

1.4.2 Services/Deliverables

Electronic Editing

The NRC estimates that 95 percent of the work orders issued under this contract will require the contractor to edit a given manuscript electronically. Approximately 5 percent of the work orders will require hard copy editing. In such instances, the contractor shall provide the NRC COR with hard copy and electronic files (transmitted through e-mail) containing (i) the

original manuscript, (ii) a redline edited version of the manuscript, and (iii) a clean edited version of the manuscript.

File and File Transfer Requirements

When electronic editing is required, the contractor shall transmit the files through e-mail using any software specified by the NRC. If the file is too large to transmit by e-mail or ZIP file, the contractor shall transmit the file CD or on a thumb drive. Before submitting electronic files, the contractor shall scan the files for viruses and provide written verification that they are free of viruses. The written verification shall accompany the delivery of the files. In the event a work order requires the contractor edit a classified or Safeguards document, the contractor shall be prepared to provide personnel suitably cleared for work at NRC Headquarters on the NRC's classified document network.

Work Order Procedures

The following work order procedures shall apply:

- (a) The NRC COR will contact the contractor by e-mail or by telephone to place a work order. When required, the COR will arrange for contractor editing of the document onsite at the NRC. Verbal work orders will be followed up by e-mail. If the NRC COR is unable to reach the contractor on first try, the contractor shall respond within 2 working hours.
- (b) Within 4 hours after the NRC COR places a work order, the contractor shall confirm receipt of the work order and deadline(s) for completion.
- (c) For electronic editing requests, the NRC COR will provide the contractor with the electronic files through e-mail (or other electronic media, as necessary). The contractor shall maintain sufficient personnel with NRC badges and NRC network email accounts (@nrc.gov) to accommodate receipt of documents not transmissible over unsecured internet e-mail accounts. The contractor shall provide the NRC with (i) a redline edited version of the document or a version that tracks all changes, (ii) a clean edited version of the document, and (iii) a list of additional questions or comments for the author of the document, if necessary.
- (d) For very rare hard copy paper edit requests, the NRC COR will arrange for the contractor to pick up the original manuscript. The contractor shall provide the NRC with a paper mark-up using standard editing and proofing marks, either by facsimile or hand delivery to a NRC Headquarters building in Rockville, MD.
- (e) For documents with special security requirements that must be edited onsite at the NRC, the NRC COR will provide the contractor with a time of arrival, instruction on security procedures, the electronic or paper manuscript, and an appropriate work station.
- (f) For each manuscript to be edited in a given work order, the NRC COR will include in the e-mail to the contractor a brief description of the manuscript to be edited, the level of service requested, the due date, and any necessary instructions.
- (g) Within 4 hours of receipt of a work order, the contractor shall contact the NRC COR by e-mail or telephone and resolve any questions concerning the manuscript, task instructions, or the established deadline. When necessary, the contractor shall travel to an NRC Headquarters building, located at 11545 Rockville Pike, Rockville, MD, to meet with the author of the manuscript and the NRC COR. The NRC estimates that 3

percent of its requirements will require onsite work such as editing or consultation with the author and the NRC COR.

- (h) The contractor shall finalize the manuscript edit as agreed to with the NRC and ensure that the manuscript is consistent in style and format throughout.
- (i) The contractor shall return by e-mail or travel to NRC Headquarters, located at 11545 Rockville Pike, Rockville, MD, to (i) deliver the edited manuscript file and (ii) return all manuscripts provided by the NRC, within the timeframe established in the work order.

1.4.3 Performance and Quality Standards

PERSONNEL QUALIFICATIONS

All technical editing contractor personnel under this contract shall have a Bachelor's degree in English, Journalism, Communications, or related or a Bachelor's degree and at least 5-10 years of experience in technical editing. The NRC also prefers training, education, or work experience in a science or technical area. For editing at Levels 3 or 4, the contractor personnel should have access to available technical staff with industry experience to consult. In addition, contractor editors shall have the specific experience, knowledge, skills, and abilities described below.

(a) Knowledge of the principles for developing and improving technical documents to be disseminated to and understood by a wide and varied audience. This knowledge is gained through (i) specialized training in producing technical documents, (ii) experience developing and writing as an author, and (iii) experience rewriting and editing technical documents and discussing them with the authors.

(b) Ability to organize and edit technical, administrative, or regulatory documents to achieve a clear statement of ideas and to improve and correct their grammar, syntax, punctuation, and (where appropriate) tabular and graphic elements.

(c) Ability to tactfully present information in a clear, articulate manner, both orally and in writing, to agency technical staff and private contractors.

(d) Ability to use personal computers employing a variety of software packages, including Adobe Acrobat Pro, Microsoft Word, Corel WordPerfect, FTP, change tracking, knowledge of the organizations and functions of a Federal agency, corporation, or other entity that would contribute to the ability to understand the specific issues that may be discussed in written documents.

NRC will evaluate the contractor's performance by three performance metrics: accuracy, timeliness, and program office feedback.

Accuracy

For work orders requiring technical editing, the contractor shall provide the NRC COR with accurately edited electronic files (transmitted through e-mail or other media as necessary), within the time stated in the work order. A manuscript shall be considered accurately edited when it has been edited and/or rewritten in accordance with the "Scope of Work," and assigned "Service Levels." Any manuscript that is not accurately edited will be rejected. See "Poor Workmanship or Failure to Meet Deadlines" below.

Timeliness

In establishing timeframes, the NRC COR, will require editing and preprint review to be completed and delivered based on the productivity rate consistent with the service level defined in the work order (see "Service Levels"). However, 5 percent of the NRC's requirements may be of an urgent nature. For urgent requirements, the NRC COR will require editing and manuscript review to be completed and delivered at twice the normal productivity rate associated with the specified service level. The contractor shall therefore maintain sufficient personnel resources to successfully perform the requested services in accordance with these standards. In addition, the NRC shall hold the contractor accountable for responding to the NRC COR, within 2 working hours to arrange for pickup of a manuscript, and for picking up each manuscript within 4 hours after the NRC COR notifies the contractor of its availability, as specified in the work order procedures.

Program Office Feedback

NRC reserves the right to use feedback from the program offices as an indicator of contractor performance.

Poor Workmanship or Failure to Meet Deadlines

The NRC COR will review the deliverables for agency acceptance.

- (a) The NRC COR shall be the principal judge of the contractor's responsiveness and the quality and timeliness of the services provided. The NRC will reject any work that is not completed in accordance with the specifications stated in the SOW and is not completed by the established delivery date. The NRC will accept up to 6 errors per document/deliverable before rejecting the deliverable. If time permits, the contractor will be permitted to correct the work determined by the COR to be unacceptable. However, if work still contains deficiencies, the work will be rejected and the contractor will not be paid for that work.
- (b) Failure to understand any part hereof, or the individual instructions of any work order placed under this contract, shall not entitle the contractor to an adjustment in price. Under such circumstances, the contractor shall contact the NRC COR, for a clarification of instructions or the task to be performed.
- (c) If an action of the NRC prevents the contractor from meeting the original delivery date, that date may be extended by the NRC COR for the number of working days that the NRC delayed the work. The NRC COR and the contractor shall agree to the number of days. In the event that the NRC and the contractor cannot reach an agreement, the NRC COR shall establish the delivery date.

Guidelines / Internal Quality Assurance

The contractor shall ensure that contract staff is performing work in accordance with the most recent guidelines and standards. In completing each work order, the contractor shall edit the specified manuscript, as defined in the scope of work above, in a manner that is consistent with the latest revision of the following guidelines and standards:

- (a) NUREG-1379, "NRC Editorial Style Guide": <http://www.nrc.gov/reading-rm/doc-collections/nuregs/staff/sr1379/r2/>
- (b) NUREG-0650, "Preparing NUREG-Series Publications": <http://pbadupws.nrc.gov/docs/ML0410/ML041050294.pdf>

- (c) NUREG-0544, "NRC Collection of Abbreviations": <http://www.nrc.gov/reading-rm/doc-collections/nuregs/staff/sr0544/r4/>
- (d) Management Directive 3.7, "NUREG-Series Publications": <http://www.nrc.gov/reading-rm/doc-collections/management-directives/volumes/vol-3.html>
- (e) The latest edition of the U.S. Government Printing Office Style Manual: An official guide to the form and style of Federal Government printing (available to purchase from the U.S. Government Printing Office online bookstore at <http://bookstore.gpo.gov> or to view online at <http://www.gpoaccess.gov/stylemanual/index.html>)
- (f) Nuclear standards such as ANSI Z39.18-1987, "American National Standard, Scientific and Technical Reports," and the "Glossary of Terms in Nuclear Science and Technology," by the American Nuclear Society (available from the standards organizations or public libraries)
- (g) The latest edition of *The Chicago Manual of Style: The Essential Guide for Writers, Editors, and Publishers* published by the University of Chicago Press (available online or from book stores or public libraries)
- (h) The NRC's plain language guidelines: <http://www.nrc.gov/public-involve/open/plain-writing/nrc-philosophy.html>
- (i) Management Directive 3.11, "Conference and Conference Proceedings": <http://www.nrc.gov/reading-rm/doc-collections/management-directives/volumes/vol-3.html>

Service Levels

The NRC uses "service levels" to define the nature of the services to be provided and the expected productivity rates for technical editing, as follows:

Level 1

10 double-spaced pages/hour

This minimal language edit includes no rewriting or reorganizing. It corrects the following problems:

- misspelled words
- subject/verb disagreement
- incomplete sentences
- run on sentences
- punctuation errors
- typographical errors
- inconsistent formatting in the electronic document
- missing or incorrect internal references

Level 2

7 double-spaced pages/hour

This moderate edit includes all elements of a level 1 edit, plus a reread of the manuscript to correct the following problems:

- poor word choices or usage
- poor syntax
- overuse of the passive voice
- faulty parallelisms
- misplaced modifiers
- incomplete comparisons
- inconsistent/incorrect use of symbols, terms, acronyms, and/or abbreviations
- wordiness
- overly complex sentences
- errors in figures and tables, including inconsistencies with the text
- use of references not available in the public domain

Level 3

2–4 double-spaced pages/hour

This detailed edit includes Level 1 and Level 2 edits, plus a reread of the manuscript, as though it is a first draft, for the following purposes:

- ensure consistency (especially for manuscripts written by multiple authors)
- identify missing information or "holes" in the discussion eliminate ambiguities and/or redundancy reorganize and/or rewrite sentences or paragraphs to achieve clarity, coherence, and logical flow
- ensure that all sections of the manuscript accurately communicate the necessary scope of information to fulfill the intended purpose
- edit or rewrite portions of existing text to more clearly "tell the story"
- suggest revision of tables and/or redesign of figures
- review the document to the technical and scientific standards of the nuclear industry
- standardize usage of scientific terminology within the document and with standard industry practices to prevent ambiguity

Level 4

0.5 double-spaced pages/hour

This level involves original composition, which may take the following forms:

- Writing is setting down ideas and thoughts to give full exposition of a content area, as in the executive summary for a technical report.
- Abstracting is summarizing salient points from a larger document.

The COR may adjust these turnaround times to reflect the priority of tasks in the queue.

1.5 Applicable Publications (Current Editions)

Please see section "Guidelines / Internal Quality Assurance."

1.6 Other Considerations

N/A

1.7 Attachments

1.7.1. Performance Requirements Summary (PRS)

A. Essential Task or Service	B. Key Deliverables	C. Performance Standard	D. AQL	E. Methods of Govt. Surveillance	F. Performance Incentives List
<p>The contractor shall provide technical editing or writing services for NRC agency documents as requested by the NRC COR. The contractor shall perform all editing or writing tasks in accordance with the editing levels, deadlines, and editing standards, guidelines, and style sheets prescribed in this statement of work or by the NRC COR. See Section 1.4.1, "Tasks" et seq. for details.</p>	<p>Upon completion of each project, the contractor shall deliver to the NRC an edited and clean version of each deliverable and shall provide separate mark-up version of each deliverable detailing all changes. The contractor shall include in a separate file any unresolved questions regarding the project. The NRC estimates that 95 percent of the work orders issued under this contract will require the contractor to edit a given manuscript electronically. In the case of electronic editing, the contractor may return the edited and mark-up versions as electronic files in the form specified by the NRC COR. Approximately 5 percent of the work orders will require hard copy editing. In such instances, the contractor shall provide the NRC COR with hard copy and electronic files (transmitted</p>	<p>The contractor shall edit the documents in accordance with the standards of professional and technical English and in accordance with the style guides and style sheets detailed in this SOW. See "Guidelines / Internal Quality Assurance," for a detailed list of editing standards and style sheets. The NRC COR may prescribe alternate standards, guides, or style sheets at the COR's discretion. NRC will evaluate the contractor's performance by three performance metrics: accuracy in adhering to the required editing standards, timeliness in responding to initial delivery order requests and in returning final deliverables, and program office feedback. See Section 1.4.3 Performance and</p>	<p>The COR will expect that all deliverables are edited to the standards outlined in Section 1.4.3, Subpart <u>Guidelines / Internal Quality Assurance</u>. The COR may return to the contractor documents that the COR considers to have too many errors. The COR will expect the contractor to give first priority to returned documents and to resubmit the documents in a timeframe specified in the return e-mail. The contractor is also expected to meet or better all deadlines for the return of documents. Although document deadlines may be renegotiated in progress at the COR's discretion, late documents are counted on a quarterly basis and those in excess of 1% are deemed not acceptable.</p>	<p>QTE staff will review the quality and timeliness of the editing or writing services that it receives from contractors. Additionally, QTE staff will receive and periodically solicit comments from the program offices regarding the quality of the editing services they receive.</p>	<p>The NRC COR will apply a discount schedule for invoices for documents that fail to meet the standards for quality or timeliness under this contract. The discount schedule is as follows: 0-5 errors a 5% discount, 6-10 errors a 10% discount, 10-15 errors a 15% discount, more than 16 errors a 20% discount per document.</p> <p>Option years may not be extended if the contractor does not consistently edit documents to NRC standards as set out in Section 1.4.3, "<u>Performance and Quality Standards</u>."</p>

	<p>through e-mail) containing (i) the original manuscript, (ii) a redline edited version of the manuscript, and (iii) a clean edited version of the manuscript.</p> <p>The contractor may also be required to edit documents on the NRC secure network. In that event, the deliverables (both the edited clean and edited mark-up files) shall remain on the secure system.</p> <p>See Section 1.4.2 <u>Services/Dilverables</u> for additional information.</p> <p>The contractor shall provide the NRC COR with status reports on work in progress as required.</p>	<p>Quality Standards for complete information.</p>			
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QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)
Project Title: Technical Editing and Support Services
Provide Contract Number: NRC-HQ-40-16-C-0010
Contracting Officer: Adelis Rodriguez
Contracting Officer's Representative: Jay Dougherty
Names, titles, and key roles/responsibilities.
Key NRC Officials: <ol style="list-style-type: none">1. Adelis Rodriguez, CO2. Jay Dougherty, COR3. Kimberly Ferrell, PB Branch Chief
Key Contractor Officials: <ol style="list-style-type: none">1. Program Manager2. TBD3. TBD
Other Stakeholders: <ol style="list-style-type: none">1. All NRC Program Offices2. NRC ADM3. NRC Commission
Key deliverables from the PRS, their delivery or service milestone dates, locations for delivery or performance, and the person responsible for inspection and acceptance.
Key Deliverables or Service Milestones: <ol style="list-style-type: none">1. Technical Editing/Writing Services:<ol style="list-style-type: none">a) Editing/Writing Accuracy and Quality and Adherence to Standardsb) Deliverable Timeliness
Performance standards from the PRS for each key deliverable.
Performance Standards: <ol style="list-style-type: none">1. Editing/Writing Accuracy: NRC will accept up to 6 errors per document/deliverable before rejecting the deliverable.2. Deliverable Timeliness: Late documents are counted on a quarterly basis and those in excess of 1% are deemed not acceptable.

1.7.3: ACRONYMS & DEFINITIONS

This section includes all appropriate terms and phrases for a typical PWS. In addition, for acronyms and definitions not represented here but relevant to your PWS, please add to this list as needed. The definition must be clear and concise, not ambiguous. Carefully consider each definition as they are binding for the duration of each contract, unless modified.

ACRONYMS:

A-E	Architect-Engineering
AQL	Acceptable Quality Level
BAC	Business Advisory Center
CFR	Code of Federal Regulations
CLIN	Contract Line Item Number
CO	Contracting Officer
COR	Contracting Officer's Representative
COTS	Commercial-Off-the-Shelf
CPARS	Contractor Performance Assessment Reporting System
CR	Continuing Resolution
CS	Contracting Specialist
DSS	Defense Security Service
EIT	Electronic and Information Technology
FAR	Federal Acquisition Regulation
FTR	Federal Travel Regulation
GFP/GFE	Government Furnished Property/Government Furnished Equipment
GPP	Green Purchasing Plan
HIPAA	Health Insurance Portability and Accountability Act of 1996
IEEE	Institute of Electrical and Electronics Engineers
NRCAR	U.S. Nuclear Regulatory Commission Acquisition Regulation
NUREG	Nuclear Regulatory Commission Regulatory Guides
OCHCO	Office of the Chief Human Capital Officer
OCI	Organizational Conflict of Interest
ODC	Other Direct Costs
PIPO	Phase In/Phase Out
PRS	Performance Requirements Summary
PWS	Performance Work Statement
QA	Quality Assurance
QAP	Quality Assurance Program
QASP	Quality Assurance Surveillance Plan
QC	Quality Control
QCP	Quality Control Program
SOP	Standard Operating Procedure
TAC	Technical Assignment Control
WBS	Work Breakdown Structure

DEFINITIONS:

ACCEPTABLE QUALITY LEVEL. The AQL is the maximum percent defective that, for purposes of sampling inspections can be considered satisfactory.

ARCHITECT – ENGINEERING. Typically refers to firms in the business of applying engineering principles and technology to building design and construction.

BUSINESS ADVISORY CENTER. Provides collaborative advice and assistance to the NRC program officials (i.e., Contracting Officer's Representatives) relative to procurement regulations, requirements identification and definition, and methods of meeting program and mission objectives consistent with such requirements.

CODE OF FEDERAL REGULATIONS. The Code of Federal Regulations is the codification of the general and permanent rules and regulations (sometimes called administrative law) published in the *Federal Register* by the executive departments and agencies of the federal government of the United States.

CONTINUING RESOLUTION. A continuing resolution is a type of appropriations legislation. An appropriations bill is a bill that appropriates (gives to, sets aside for) money to specific federal government departments, agencies, and programs.

CONTRACT LINE ITEM NUMBER. CLINs are used to identify, organize and track work requirements throughout the project life cycle. They provide a unit price or lump sum price for each contract deliverable or set of deliverables.

CONTRACT SPECIALIST. A person who assists the contracting officer with day-to-day procurement functions. At the NRC, this person handles pre-award, post-award and close-out activities.

CONTRACTING OFFICER. A person with delegated authority to enter into, administer, and terminate Government contracts. This is the only individual who can legally bind the Government.

CONTRACTING OFFICER'S REPRESENTATIVE. An employee of the Government delegated by the CO to administer the contract. Such appointment shall be in writing (i.e., Delegation and Appointment Memorandum) and shall state the scope of authority and limitations. This individual has authority to provide technical direction to the contractor as long as that direction is within the scope of the contract, does not constitute a change, and has no funding implications. This individual does NOT have authority to change the terms and conditions of the contract.

CONTRACTOR. A supplier or vendor awarded a contract to provide specific supplies or service to the Government. The term used in this contract refers to the prime.

CUSTOMER COMPLAINT. A means of documenting certain kinds of contract service problems. A Government program that is explained to every organization that receives service under this contract, which is used to evaluate contractor's performance.

CONTRACTOR PERFORMANCE ASSESSMENT REPORTING SYSTEM. An

instrument that assesses a contractor's performance and provides a record, both positive and negative, about a given contractor during a specific period of time.

DEFECTIVE SERVICE. A service output that fails to meet the standard quality of performance as prescribed in the Performance Work Statement (PWS) vis-à-vis the Performance Requirements Summary (PRS).

DELIVERABLE. Something required by the Government under the contract to be produced or achieved by the contractor.

ELECTRONIC AND INFORMATION TECHNOLOGY. Any equipment or system that is used to create, convert, duplicate or access information and data.

FEDERAL ACQUISITION REGULATION. The principal set of rules governing the acquisition process by which the government purchases (acquires) goods and services.

FEDERAL TRAVEL REGULATION. The regulation contained in 41 Code of Federal Regulations (CFR) which implements statutory requirements and Executive branch policies for travel by Federal civilian employees and others authorized to travel at Government expense.

GOVERNMENT FURNISHED EQUIPMENT. Property that is acquired directly by the Government and then made available to the contractor for use.

GOVERNMENT FURNISHED PROPERTY. All property owned or leased to the Government or acquired by the contractor under the terms of the contract where the Government retains title (i.e., contractor-acquired equipment).

GREEN PURCHASING PLAN. Options to reduce environmental impacts of purchasing. This can be achieved through using products which have an eco-label (including organic, fair trade, or other sustainable forestry products) and products made from sustainable and recyclable materials, etc.

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996. An Act to amend the Internal Revenue Code of 1986 to improve portability and continuity of health insurance coverage in the group and individual markets, to combat waste, fraud, and abuse in health insurance and health care delivery, to promote the use of medical savings accounts, to improve access to long-term care services and coverage, to simplify the administration of health insurance, and for other purposes.

INSTITUTE OF ELECTRICAL AND ELECTRONICS ENGINEERS. A professional association that is a developer of industry standards in a broad range of technologies, with publications and authors advance theory and practice through publications.

KEY PERSONNEL. Contractor personnel expected to play a key role in the performance and success of the contract. Key personnel are generally evaluated as part of the Source Evaluation Panel (SEP) proposal review process. Key Personnel are listed in the PWS.

LOT. The total number of services output in a surveillance period, as defined in the

PRS.

NONPERSONAL SERVICES CONTRACT. A contract under which the personnel rendering the services are not subject, either by the contract's terms or by the manner of its administration, to the supervision and control usually prevailing in relationships between the Government and its employees.

NUCLEAR REGULATORY COMMISSION ACQUISITION REGULATION. The principal set of rules in the NRC's Acquisition Regulation System. Governs the "acquisition process" by which the NRC purchases (acquires) goods and services.

NUCLEAR REGULATORY COMMISSION REGULATORY GUIDES. Reports or brochures on regulatory decisions, results of research, results of incident investigations, and other technical and administrative information.

OFFICE OF THE CHIEF HUMAN CAPITAL OFFICER: NRC office that provides overall leadership and management of agency human capital planning and human resources (HR) planning, policy, and program development.

ORGANIZATIONAL CONFLICT OF INTEREST. When the private sector provides two types of services to the Government that have conflicting interest or appear objectionable.

OTHER DIRECT COSTS. Not direct costs, which can be directly traced to an order, but expenditures that typically come in three categories: ancillary supplies and services, travel reimbursement items, and open market items.

PERFORMANCE ASSESSMENT. Those actions taken by the Government to assure services meet the requirements of the PWS and all other service outputs.

PERFORMANCE ASSESSMENT PERSONNEL. A Government person responsible for surveillance of contractor performance; typically the COR.

PERFORMANCE REQUIREMENT. The point that divides acceptable and unacceptable performance. When the method of surveillance is other than random sampling, the performance requirement is the number of defectives or maximum percent defective in the lot before the Government will effect the price computation system (in accordance with the PRS and the applicable Inspection of Services clause).

PERFORMANCE REQUIREMENTS SUMMARY. Identifies the key service outputs of the contract that will be evaluated by the Government to assure contract performance standards are met by the contractor.

PERSONAL SERVICE CONTRACT. Is characterized by the employer-employee relationship it creates between the Government and the contractor's personnel. The Government is normally required to obtain its employees by direct hire under competitive appointment or other procedures required by the civil service laws. Obtaining personal services by contract, rather than by direct hire, circumvents those laws unless Congress has specifically authorized acquisition of the services by contract.

PERFORMANCE WORK STATEMENT. A document that summarizes the work that needs to be done for a contract.

PHASE IN/PHASE OUT: PHASE IN/PHASE OUT: The phases of introducing a new product or ending an existing one, in which the demand is noticeably different to that in the "mature" phase of the product's life.

PHYSICAL SECURITY. Actions that prevent the loss or damage of Government property.

QUALITY ASSURANCE. The Government procedures to verify that services being performed by the contractor are performed according to acceptable standards.

QUALITY ASSURANCE PROGRAM: An initiative that provides a level of assurance that a specific product is installed correctly or a specific service is being provided to the highest possible standards.

QUALITY ASSURANCE SURVEILLANCE PLAN (QASP). An organized written document specifying the surveillance methodology to be used by the Government for surveillance of contractor performance.

QUALITY CONTROL. All necessary measures taken by the contractor to assure that the quality of an end product or service shall meet contract requirements.

QUALITY CONTROL PROGRAM. A process where entities review the quality of all factors involved in production.

RANDOM SAMPLE. A sampling method in which each service output in a lot has an equal chance of being selected.

SAMPLE. A sample consists of one or more service outputs drawn from a lot. The number of outputs in the sample is the sample rate.

SAMPLE GUIDE. The part of the surveillance plan which contains all the information needed to perform surveillance of the service outputs by the random sampling method of surveillance.

STANDARD OPERATING PROCEDURE. A detailed explanation of *how* a policy is to be implemented.

SUBCONTRACTOR. One that enters into a contract with a prime contractor in performance of the Government contract. However, the Government does not contract directly with the subcontractor and therefore does not usually directly interact with the subcontractor(s).

TECHNICAL ASSIGNMENT CONTROL SYSTEM. An on-line, interactive computer application designed to provide an integrated methodology for planning, scheduling, conducting, reporting and analyzing most of the functions performed by employees involved with programs in Headquarters and the regions.

WORK BREAKDOWN STRUCTURE (WBS). A tool used to define and group a project's discrete work elements in a manner that organizes and defines the total work requirement.

WORK DAY. Hours of Operation. The number of normal hours per day that the contractor will provide services in accordance with the contract.

WORK WEEK. Monday through Friday, unless otherwise specified in the contract.

SECTION D - Packaging and Marking

D.1 NRCD010 PACKAGING AND MARKING

(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: **N/A**.

D.2 NRCD020 BRANDING

The Contractor is required to use the statement below in any publications, presentations, articles, products, or materials funded under this contract/order, to the extent practical, in order to provide NRC with 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.

Work Supported by the U.S. Nuclear Regulatory Commission (NRC), Office of Administration, under Contract/order number **NRC-HQ-40-16-C-0010**

SECTION E - Inspection and Acceptance

E.1 NRCE010 INSPECTION AND ACCEPTANCE BY THE NRC (SEP 2013)

Inspection and acceptance of the deliverable items to be furnished hereunder shall be made by the NRC Contracting Officer's Representative (COR) at the destination, accordance with FAR 52.247-34 - F.o.b. Destination.

Contract Deliverables:

1. Performance Work Statement - 1.4.2 Services/Deliverables

SECTION F – Deliveries or Performance

F.1 NRCF010 PLACE OF DELIVERY-REPORTS

The items to be furnished hereunder shall be delivered, with all charges paid by the Contractor, to:

Name: Jay Dougherty, Contracting Officer's Representative (COR)

Address: U.S. Nuclear Regulatory Commission
One White Flint North
11555 Rockville Pike
Rockville, MD 20852-2738

Phone: (301) 415-3480

Email: Jay.Dougherty@NRC.gov

F.2 NRCF030C PERIOD OF PERFORMANCE ALTERNATE III

This contract shall commence on **07/11/2016** and will expire on **07/10/2017**. The term of this contract may be extended at the option of the Government for an additional **four (4) years**, from **07/11/2017** to **07/10/2021**.

The term of this contract may be extended at the option of the Government for an additional **six (6) months**

Base Period: 07/11/2016 – 07/10/2017

Option Period(s): 07/11/2017 – 07/10/2018
07/11/2018 – 07/10/2019
07/11/2019 – 07/10/2020
07/11/2020 – 07/10/2021

SECTION G - Contract Administration Data

G.1 NRCG030 ELECTRONIC PAYMENT (SEP 2014)

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: NRCPayments@nrc.gov.

G.2 NRC REGISTRATION IN FEDCONNECT® (JULY 2014)

The Nuclear Regulatory Commission (NRC) uses Compusearch Software Systems' secure and auditable two-way web portal, FedConnect®, to communicate with vendors and contractors. FedConnect® provides bi-directional communication between the vendor/contractor and the NRC throughout pre-award, award, and post-award acquisition phases. Therefore, in order to do business with the NRC, vendors and contractors must register to use FedConnect® at <https://www.fedconnect.net/FedConnect>. The individual registering in FedConnect® must have authority to bind the vendor/contractor. There is no charge for using FedConnect®. Assistance with FedConnect® is provided by Compusearch Software Systems, not the NRC. FedConnect® contact and assistance information is provided on the FedConnect® web site at <https://www.fedconnect.net/FedConnect>.

SECTION H - Special Contract Requirements

H.1 2052.204-70 SECURITY. (OCT 1999)

(a) Security/Classification Requirements Form. 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 information or matter, access on a continuing basis (in excess of 90 or more days) to NRC Headquarters controlled buildings, or otherwise requires NRC photo identification or card-key badges.

(b) It is the contractor's duty to safeguard 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 safeguarding 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 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 upon completion or termination of this contract.

(1) The contractor shall complete a certificate of possession to be furnished to the Commission specifying the classified matter to be retained if the retention is:

- (i) Required after the completion or termination of the contract; and
- (ii) Approved by the contracting officer.

(2) 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, proprietary data (trade secrets) 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 agrees to hold the information in confidence and not to directly or indirectly duplicate, disseminate, or disclose the information, in whole or in part, to any other person or organization except as 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 and the Contracting Officer. These changes will be

under the authority of the FAR Changes clause referenced in Section I of this document.

(e) Definition of National Security Information. As used in this clause, the term National Security Information 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. As used in this clause, the term Restricted Data 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 under to Section 142 of the Atomic Energy Act of 1954, as amended.

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

(h) Security clearance personnel. 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.

(i) Criminal liabilities. 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.)

(j) 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.

(k) In performing 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 under the contract that involves originating or generating classified documents, material, and equipment must provide that the subcontractor or supplier assign the proper classification to all documents, material, and equipment in accordance with guidance furnished by the contractor.

H.2 2052.204-71 SITE ACCESS BADGE REQUIREMENTS. (JAN 1993)

During the life of this contract, the rights of ingress and egress for contractor personnel must be made available as required. 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 Government. The Project Officer shall assist the

contractor in obtaining the badges for contractor personnel. It is the sole responsibility of the contractor to ensure that each employee has proper identification at all times. All prescribed identification must be immediately delivered to the Security Office for cancellation or disposition upon the termination of employment of any contractor personnel. Contractor personnel shall have this identification in their possession 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 safeguarding of any Government records or data that contractor personnel may come into contact with.

**H.3 2052.209-72 CONTRACTOR ORGANIZATIONAL CONFLICTS OF INTEREST.
(JAN 1993)**

(a) Purpose. The primary purpose of this clause is to aid in ensuring that the contractor:

(1) Is not placed in a conflicting role because of current or planned interests (financial, contractual, organizational, or otherwise) which relate to the work under this contract; and

(2) Does not obtain an unfair competitive advantage over other parties by virtue of its performance of this contract.

(b) Scope. The restrictions described apply to performance or participation by the contractor, as defined in 48 CFR 2009.570-2 in the activities covered by this clause.

(c) Work for others.

(1) Notwithstanding any other provision of this contract, during the term of this contract, the contractor agrees to forego entering into consulting or other contractual arrangements with any firm or organization the result of which may give rise to a conflict of interest with respect to the work being performed under this contract. The contractor shall ensure that all employees under this contract abide by the provision of this clause. If the contractor has reason to believe, with respect to itself or any employee, that any proposed consultant or other contractual arrangement with any firm or organization may involve a potential conflict of interest, the contractor shall obtain the written approval of the contracting officer before the execution of such contractual arrangement.

(2) The contractor may not represent, assist, or otherwise support an NRC licensee or applicant undergoing an NRC audit, inspection, or review where the activities that are the subject of the audit, inspection, or review are the same as or substantially similar to the services within the scope of this contract (or task order as appropriate) except where the NRC licensee or applicant requires the contractor's support to explain or defend the contractor's prior work for the utility or other entity which NRC questions.

(3) When the contractor performs work for the NRC under this contract at any NRC licensee or applicant site, the contractor shall neither solicit nor perform work in the same or similar technical area for that licensee or applicant organization for a period commencing with the award of the task order or beginning of work on the site (if not a task order contract) and ending one year after completion of all work under the associated task order, or last time at the site (if not a task order contract).

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(4) When the contractor performs work for the NRC under this contract at any NRC licensee or applicant site,

(i) The contractor may not solicit work at that site for that licensee or applicant during the period of performance of the task order or the contract, as appropriate.

(ii) The contractor may not perform work at that site for that licensee or applicant during the period of performance of the task order or the contract, as appropriate, and for one year thereafter.

(iii) Notwithstanding the foregoing, the contracting officer may authorize the contractor to solicit or perform this type of work (except work in the same or similar technical area) if the contracting officer determines that the situation will not pose a potential for technical bias or unfair competitive advantage.

(d) Disclosure after award.

(1) The contractor warrants that to the best of its knowledge and belief, and except as otherwise set forth in this contract, that it does not have any organizational conflicts of interest as defined in 48 CFR 2009.570-2.

(2) The contractor agrees that if, after award, it discovers organizational conflicts of interest with respect to this contract, it shall make an immediate and full disclosure in writing to the contracting officer. This statement must include a description of the action which the contractor has taken or proposes to take to avoid or mitigate such conflicts. The NRC may, however, terminate the contract if termination is in the best interest of the Government.

(3) It is recognized that the scope of work of a task-order-type contract necessarily encompasses a broad spectrum of activities. Consequently, if this is a task-order-type contract, the contractor agrees that it will disclose all proposed new work involving NRC licensees or applicants which comes within the scope of work of the underlying contract. Further, if this contract involves work at a licensee or applicant site, the contractor agrees to exercise diligence to discover and disclose any new work at that licensee or applicant site. This disclosure must be made before the submission of a bid or proposal to the utility or other regulated entity and must be received by the NRC at least 15 days before the proposed award date in any event, unless a written justification demonstrating urgency and due diligence to discover and disclose is provided by the contractor and approved by the contracting officer. The disclosure must include the statement of work, the dollar value of the proposed contract, and any other documents that are needed to fully describe the proposed work for the regulated utility or other regulated entity. NRC may deny approval of the disclosed work only when the NRC has issued a task order which includes the technical area and, if site-specific, the site, or has plans to issue a task order which includes the technical area and, if site-specific, the site, or when the work violates paragraphs (c)(2), (c)(3) or (c)(4) of this section.

(e) Access to and use of information.

(1) If, in the performance of this contract, the contractor obtains access to information, such as NRC plans, policies, reports, studies, financial plans, internal data protected by the Privacy Act of 1974 (5 U.S.C. Section 552a (1988)), or the Freedom of Information

Act (5 U.S.C. Section 552 (1986)), the contractor agrees not to:

(i) Use this information for any private purpose until the information has been released to the public;

(ii) Compete for work for the Commission based on the information for a period of six months after either the completion of this contract or the release of the information to the public, whichever is first;

(iii) Submit an unsolicited proposal to the Government based on the information until one year after the release of the information to the public; or

(iv) Release the information without prior written approval by the contracting officer unless the information has previously been released to the public by the NRC.

(2) In addition, the contractor agrees that, to the extent it receives or is given access to proprietary data, data protected by the Privacy Act of 1974 (5 U.S.C. Section 552a (1988)), or the Freedom of Information Act (5 U.S.C. Section 552 (1986)), or other confidential or privileged technical, business, or financial information under this contract, the contractor shall treat the information in accordance with restrictions placed on use of the information.

(3) Subject to patent and security provisions of this contract, the contractor shall have the right to use technical data it produces under this contract for private purposes provided that all requirements of this contract have been met.

(f) Subcontracts. Except as provided in 48 CFR 2009.570-2, the contractor shall include this clause, including this paragraph, in subcontracts of any tier. The terms contract, contractor, and contracting officer, must be appropriately modified to preserve the Government's rights.

(g) Remedies. For breach of any of the above restrictions, or for intentional nondisclosure or misrepresentation of any relevant interest required to be disclosed concerning this contract or for such erroneous representations that necessarily imply bad faith, the Government may terminate the contract for default, disqualify the contractor from subsequent contractual efforts, and pursue other remedies permitted by law or this contract.

(h) Waiver. A request for waiver under this clause must be directed in writing to the contracting officer in accordance with the procedures outlined in 48 CFR 2009.570-9.

(i) Follow-on effort. The contractor shall be ineligible to participate in NRC contracts, subcontracts, or proposals therefor (solicited or unsolicited) which stem directly from the contractor's performance of work under this contract. Furthermore, unless so directed in writing by the contracting officer, the contractor may not perform any technical consulting or management support services work or evaluation activities under this contract on any of its products or services or the products or services of another firm if the contractor has been substantially involved in the development or marketing of the products or services.

(1) If the contractor under this contract, prepares a complete or essentially complete statement of work or specifications, the contractor is not eligible to perform or participate

in the initial contractual effort which is based on the statement of work or specifications. The contractor may not incorporate its products or services in the statement of work or specifications unless so directed in writing by the contracting officer, in which case the restrictions in this paragraph do not apply.

(2) Nothing in this paragraph precludes the contractor from offering or selling its standard commercial items to the Government.

H.4 2052.215-70 KEY PERSONNEL. (JAN 1993)

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

1. Program Manager

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

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

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

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

H.5 2052.215-71 CONTRACTING OFFICER REPRESENTATIVE (COR) AUTHORITY. (OCT 1999) - ALTERNATE II (OCT 1999)

(a) The Contracting Officer's Authorized Representative (COR), hereinafter referred to as the COR, for this contract is:

1. COR Name: Jay Dougherty

Address: U.S. Nuclear Regulatory Commission

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One White Flint North
11555 Rockville Pike
Rockville, MD 20852-2738

Phone: (301) 415-3480

Email: Jay.Dougherty@NRC.gov

2. Alt. COR Name: Caroline Hsu

Address: U.S. Nuclear Regulatory Commission
One White Flint North
11555 Rockville Pike
Rockville, MD 20852-2738

Phone: (301) 415-0946

Email: Caroline.Hsu@NRC.gov

(b) The project officer shall:

- (1) Monitor contractor performance and recommend changes in requirements to the contracting officer.
- (2) Inspect and accept products/services provided under the contract.
- (3) Review all contractor invoices/vouchers requesting payment for products/services provided under the contract and make recommendations for approval, disapproval, or suspension.

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

*To be incorporated into any resultant contract

H.6 NRCH020 SECURITY REQUIREMENTS FOR BUILDING ACCESS APPROVAL (SEP 2013)

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

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(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 COR 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 COR 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 COR for return to DFS/FSB (Facilities Security Branch) within three (3) days after their termination.

H.7 NRCH030 SECURITY REQUIREMENTS FOR INFORMATION TECHNOLOGY LEVEL I OR LEVEL II ACCESS APPROVAL (SEP 2013)

The contractor must identify all individuals selected to work under this contract. The NRC Contracting Officer's Representative (COR) shall make the final determination of the level, if any, of IT access approval required for all individuals working under this contract/order using the following guidance. The Government shall have full and complete control and discretion over granting, denying, withholding, or terminating IT access approvals for contractor personnel performing work under this contract/order.

The contractor shall conduct a preliminary security interview or review for each employee requiring IT level I or II access and submit to the Government only the names of candidates that have a reasonable probability of obtaining the level of IT access approval for which the employee has been proposed. 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 employee verify the pre-screening record or review, sign and date it. The contractor shall supply two (2) copies of the signed contractor's pre-screening record or review to the NRC Contracting Officer's Representative (COR), who will then provide them to the NRC Office of Administration, Division of Facilities and Security, Personnel Security Branch with the employee's completed IT access application package.

The contractor shall further ensure that its personnel complete all IT access approval security applications required by this clause within fourteen (14) calendar days of notification by the NRC Contracting Officer's Representative (COR) of initiation of the application process. Timely receipt of properly completed records of the pre-screening record and IT access approval applications (submitted for candidates that have a reasonable probability of obtaining the level of security assurance necessary for access to NRC's IT systems/data) is a requirement of this contract/order. Failure of the contractor to comply with this requirement may be a basis to terminate the contract/order for cause, 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.

SECURITY REQUIREMENTS FOR IT LEVEL I

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

Contractor personnel shall not have access to sensitive information technology systems or data until they are approved by DFS/PSB and they have been so informed in writing by the NRC Contracting Officer's Representative (COR). Temporary IT access may be approved by DFS/PSB based on a favorable review or adjudication of their security forms and checks. Final IT access may be approved by DFS/PSB based on a favorably review or adjudication of a completed background investigation. However, temporary access authorization approval will be revoked and the employee may subsequently be denied IT access in the event the employee's investigation cannot be favorably adjudicated. Such an employee will not be authorized to work under any NRC contract/order requiring IT access without the approval of DFS/PSB, as communicated in writing to the contractor by the NRC Contracting Officer's Representative (COR). Where temporary access authorization has been revoked or denied by DFS/PSB, the contractor shall assign another contractor employee to perform the necessary work under this contract/order without delay to the contract/order performance schedule, or without adverse impact to any other terms or conditions of the contract/order. When an individual receives final IT access approval from DFS/PSB, the individual will be subject to a reinvestigation every ten (10) years thereafter (assuming continuous performance under contract/order at NRC) or more frequently in the event of noncontinuous performance under contract/order at NRC.

CORs are responsible for submitting the completed access/clearance request package as well as other documentation that is necessary to DFS/PSB. The contractor shall submit a completed security forms packet, including the OPM Standard Form (SF) 86 (online Questionnaire for National Security Positions), two (2) copies of the Contractor's signed pre-screening record and two (2) FD 258 fingerprint charts, to DFS/PSB for review and adjudication, prior to the individual being authorized to perform work under this contract/order requiring access to sensitive information technology systems or data. 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 seven (7) years residency in the U.S. will not be approved for IT Level I access. The Contractor shall submit the documents to the NRC Contracting Officer's Representative (COR) who will give them to DFS/PSB. The contractor shall ensure that all forms are accurate, complete, and legible. Based on DFS/PSB review of the contractor employee's security forms and/or the receipt of adverse information by NRC, the contractor individual may be denied access to NRC facilities and sensitive information technology systems or data until a final determination is made by DFS/PSB and thereafter communicated to the contractor by the NRC Contracting Officer's Representative (COR) regarding the contractor person's eligibility.

In accordance with NRCAR 2052.204-70 "Security," IT Level I contractors shall be subject to the attached NRC Form 187 and SF-86 which furnishes the basis for providing security requirements to contractors that have or may have an NRC contractual relationship which requires access to or operation of agency sensitive information technology systems or remote development and/or analysis of sensitive information technology systems or data or other access to such systems and data; access on a continuing basis (in excess more than 30 calendar days) to NRC buildings; or otherwise requires issuance of an unescorted NRC badge.

SECURITY REQUIREMENTS FOR IT LEVEL II

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

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

Contractor personnel shall not have access to sensitive information technology systems or data until they are approved by DFS/PSB and they have been so informed in writing by the NRC Contracting Officer's Representative (COR). Temporary access may be approved by DFS/PSB based on a favorable review of their security forms and checks. Final IT access may be approved by DFS/PSB based on a favorable adjudication. However, temporary access authorization approval will be revoked and the contractor employee may subsequently be denied IT access in the event the employee's investigation cannot be favorably adjudicated. Such an employee will not be authorized to work under any NRC contract/order requiring IT access without the approval of DFS/PSB, as communicated in writing to the contractor by the NRC Contracting Officer's Representative (COR). Where temporary access authorization has been revoked or denied by DFS/PSB, the contractor is responsible for assigning another contractor

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employee to perform the necessary work under this contract/order without delay to the contract/order performance schedule, or without adverse impact to any other terms or conditions of the contract/order. When a contractor employee receives final IT access approval from DFS/PSB, the individual will be subject to a review or reinvestigation every ten (10) years (assuming continuous performance under contract/order at NRC) or more frequently in the event of noncontinuous performance under contract/order at NRC.

CORs are responsible for submitting the completed access/clearance request package as well as other documentation that is necessary to DFS/PSB. The contractor shall submit a completed security forms packet, including the OPM Standard Form (SF) 86 (online Questionnaire for National Security Positions), two (2) copies of the Contractor's signed pre-screening record and two (2) FD 258 fingerprint charts, to DFS/PSB for review and adjudication, prior to the contractor employee being authorized to perform work under this contract/order. 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 seven (7) years residency in the U.S. will not be approved for IT Level II access. The Contractor shall submit the documents to the NRC Contracting Officer's Representative (COR) who will give them to DFS/PSB. The contractor shall ensure that all forms are accurate, complete, and legible. Based on DFS/PSB review of the contractor employee's security forms and/or the receipt of adverse information by NRC, the contractor employee may be denied access to NRC facilities, sensitive information technology systems or data until a final determination is made by DFS/PSB regarding the contractor person's eligibility.

In accordance with NRCAR 2052.204-70 "Security," IT Level II contractors shall be subject to the attached NRC Form 187, SF-86, and contractor's record of the pre-screening which furnishes the basis for providing security requirements to contractors that have or may have an NRC contractual relationship which requires access to or operation of agency sensitive information technology systems or remote development and/or analysis of sensitive information technology systems or data or other access to such systems or data; access on a continuing basis (in excess of more than 30 calendar days) to NRC buildings; or otherwise requires issuance of an unescorted NRC badge.

CANCELLATION OR TERMINATION OF IT ACCESS/REQUEST

When a request for IT access is to be withdrawn or canceled, the contractor shall immediately notify the NRC Contracting Officer's Representative (COR) by telephone so that the access review may be promptly discontinued. The notification shall contain the full name of the contractor employee and the date of the request. Telephone notifications must be promptly confirmed by the contractor in writing to the NRC Contracting Officer's Representative (COR), who will forward the confirmation to DFS/PSB. Additionally, the contractor shall immediately notify the NRC Contracting Officer's Representative (COR) in writing, who will in turn notify DFS/PSB, when a contractor employee no longer requires access to NRC sensitive automated information technology systems or data, including the voluntary or involuntary separation of employment of a contractor employee who has been approved for or is being processed for IT access.

The contractor shall flow the requirements of this clause down into all subcontracts and agreements with consultants for work that requires them to access NRC IT resources.

H.8 NRCH310 ANNUAL AND FINAL CONTRACTOR PERFORMANCE EVALUATIONS

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

The Contracting Officer will transmit the NRC Contracting Officer's Representative's (COR) annual and final contractor performance evaluations to the contractor's Project Manager, unless otherwise instructed by the contractor. The contractor will be permitted thirty days to review the document and submit comments, rebutting statements, or additional information.

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

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

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

H.9 NRCH340 COMPLIANCE WITH U.S. IMMIGRATION LAWS AND REGULATIONS

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.

H.10 NRCH380 SECURITY REQUIREMENTS FOR ACCESS TO CLASSIFIED MATTER OR INFORMATION (SEP 2013)

Performance under this contract will require access to classified matter or information (National Security Information or Restricted Data) in accordance with the attached NRC Form 187 (See List of Attachments): Prime Contractor personnel, subcontractors or others performing work under this contract shall require a "Q" security clearance (allows access to Top Secret, Secret, and Confidential National Security Information and Restricted Data) or an "L" security clearance (allows access to Secret and Confidential National Security Information and/or Confidential Restricted Data).

The Contractor must identify all individuals to work under this contract. The NRC sponsoring office shall make the final determination of the type of security clearance required for all individuals working under this contract.

The Contractor shall conduct a preliminary security interview or review for each of its employees, subcontractor employees and consultants, and submit to the Government only the names of candidates that have a reasonable probability of obtaining the level of security clearance for which the candidate has been proposed. The Contractor will pre-screen applicants for the following:

(a) pending criminal charges or proceedings; (b) felony arrest records including alcohol related arrest within the last seven (7) years; (c) record of any military courts-martial charges and proceedings in the last seven (7) years and courts-martial convictions in the last ten (10) years; (d) any involvement in hate crimes; (e) involvement in any group or organization that espouses extra-legal violence as a legitimate means to an end; (f) dual or multiple citizenship including the issuance of a foreign passport in the last seven (7) years; (g) illegal use possession, or distribution of narcotics or other controlled substances within the last seven (7) years; (h) financial issues regarding delinquent debts, liens, garnishments, bankruptcy and civil court actions in the last seven (7) years.

The Contractor will make a written record of their pre-screening interview or review (including any information to mitigate the responses to items listed in (a) - (h)), and have the candidate verify the record, sign and date it. Two (2) copies of the signed interview record or review will be supplied to DFS/PSB with the applicant's completed security application package.

The Contractor will further ensure that all Contractor employees, subcontractor employees and consultants for classified information access approval complete all 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 security applications (submitted for candidates that have a reasonable probability of obtaining the level of security clearance for which the candidate has been proposed) is a contract requirement. Failure of the Contractor to comply with this condition may be a basis to cancel the award, or terminate the contract for default,

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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 termination or cancellation, the Government may select another firm for contract award.

Such Contractor personnel shall be subject to the NRC Contractor personnel security requirements of NRC Management Directive (MD) 12.3, Part I and 10 CFR Part 10.11, which is hereby incorporated by reference and made a part of this contract as though fully set forth herein, and will require a favorably adjudicated Single Scope Background Investigation (SSBI) for "Q" clearances or a favorably adjudicated Access National Agency Check and Inquiries (ANACI), or higher level investigation depending on the position the individual will occupy, for "L" clearances.

A Contractor employee shall not have access to classified information until he/ she is granted a security clearance by DFS/PSB, based on a favorably adjudicated investigation. In the event the Contractor employee's investigation cannot be favorably adjudicated, any interim access approval could possibly be revoked and the individual could be subsequently removed from performing under the contract. If interim approval access is revoked or denied, the Contractor is responsible for assigning another individual to perform the necessary work under this contract without delay to the contract's performance schedule, or without adverse impact to any other terms or conditions of the contract. The individual will be subject to a reinvestigation every five (5) years for "Q" clearances and every ten (10) years for "L" clearances.

CORs are responsible for submitting the completed access/clearance request package as well as other documentation that is necessary to DFS/PSB. The contractor shall submit a completed security forms packet, including the OPM Standard Form (SF) 86 (online Questionnaire for National Security Positions), two (2) copies of the Contractor's signed pre-screening record and two (2) FD 258 fingerprint charts, to DFS/PSB for review and adjudication, prior to submission to the Office of Personnel Management for investigation. The individual may start working under this contract before a final clearance is granted if a temporary access determination can be made by DFS/PSB after the review of the security package. If the individual is granted a temporary access authorization, the individual may not have access to classified information under this contract until DFS/PSB has granted them the appropriate security clearance, and the Contractor has read, understood, and signed the SF 312, "Classified Information Nondisclosure Agreement." The Contractor shall assure that all forms are accurate, complete, and legible (except for Part 2 of the questionnaire, which is required to be completed in private and submitted by the individual to the Contractor in a sealed envelope), as set forth in NRC MD 12.3. Based on DFS/PSB review of the applicant's investigation, the individual may be denied his/her security clearance in accordance with the due process procedures set forth in MD 12.3, E.O. 12968, and 10 CFR Part 10.11.

In accordance with NRCAR 2052.204-70 cleared Contractors shall be subject to the attached NRC Form 187 (See Section J for List of Attachments), MD 12.3, SF- 86 and Contractor's signed record or review of the pre-screening which furnishes the basis for providing security requirements to prime Contractors, subcontractors or others who have or may have an NRC contractual relationship which requires access to classified information.

**CANCELLATION OR TERMINATION OF SECURITY CLEARANCE
ACCESS/REQUEST**

When a request for clearance investigation is to be withdrawn or canceled, the Contractor shall immediately notify the COR by telephone so that the investigation may be promptly discontinued. The notification shall contain the full name of the individual, and the date of the request. Telephone notifications must be promptly confirmed in writing by the Contractor to the COR who will forward the confirmation via email to DFS/PSB. Additionally, DFS/PSB must be immediately notified in writing when an individual no longer requires access to Government classified information, including the voluntary or involuntary separation of employment of an individual who has been approved for or is being processed for access under the NRC "Personnel Security Program."

H.11 NRCH400 SECURITY REQUIREMENTS RELATING TO THE PRODUCTION OF REPORT(S) OR THE PUBLICATION OF RESULTS UNDER CONTRACTS, AGREEMENTS, AND GRANTS

Review and Approval of Reports

(a) Reporting Requirements. The contractor/grantee shall comply with the terms and conditions of the contract/grant regarding the contents of the draft and final report, summaries, data, and related documents, to include correcting, deleting, editing, revising, modifying, formatting, and supplementing any of the information contained therein, at no additional cost to the NRC. Performance under the contract/grant will not be deemed accepted or completed until it complies with the NRC's directions. The reports, summaries, data, and related documents will be considered draft until approved by the NRC. The contractor/grantee agrees that the direction, determinations, and decisions on approval or disapproval of reports, summaries, data, and related documents created under this contract/grant remain solely within the discretion of the NRC.

(b) Publication of Results. Prior to any dissemination, display, publication, or release of articles, reports, summaries, data, or related documents developed under the contract/grant, the contractor/grantee shall submit them to the NRC for review and approval. The contractor/grantee shall not release, disseminate, display or publish articles, reports, summaries, data, and related documents, or the contents therein, that have not been reviewed and approved by the NRC for release, display, dissemination or publication. The contractor/grantee agrees to conspicuously place any disclaimers, markings or notices, directed by the NRC, on any articles, reports, summaries, data, and related documents that the contractor/grantee intends to release, display, disseminate or publish to other persons, the public, or any other entities. The contractor/grantee agrees, and grants, a royalty-free, nonexclusive, irrevocable worldwide license to the government, to use, reproduce, modify, distribute, prepare derivative works, release, display or disclose the articles, reports, summaries, data, and related documents developed under the contract/grant, for any governmental purpose and to have or authorize others to do so.

(c) Identification/Marking of Sensitive Unclassified Non-Safeguards Information (SUNSI) and Safeguards Information (SGI). The decision, determination, or direction by the NRC that information possessed, formulated or produced by the contractor/grantee constitutes SUNSI or SGI is solely within the authority and discretion of the NRC. In performing the contract/grant, the contractor/grantee shall clearly mark SUNSI and SGI,

to include for example, OOU-Allegation Information or OOU-Security Related Information on any reports, documents, designs, data, materials, and written information, as directed by the NRC. In addition to marking the information as directed by the NRC, the contractor shall use the applicable NRC cover sheet (e.g., NRC Form 461 Safeguards Information) in maintaining these records and documents. The contractor/grantee shall ensure that SUNSI and SGI is handled, maintained and protected from unauthorized disclosure, consistent with NRC policies and directions. The contractor/grantee shall comply with the requirements to mark, maintain, and protect all information, including documents, summaries, reports, data, designs, and materials in accordance with the provisions of Section 147 of the Atomic Energy Act of 1954 as amended, its implementing regulations (10 CFR 73.21), Sensitive Unclassified Non-Safeguards and Safeguards Information policies, and NRC Management Directives and Handbooks 12.5, 12.6 and 12.7.

(d) Remedies. In addition to any civil, criminal, and contractual remedies available under the applicable laws and regulations, failure to comply with the above provisions, and/or NRC directions, may result in suspension, withholding, or offsetting of any payments invoiced or claimed by the contractor/grantee.

(e) Flowdown. If the contractor/grantee intends to enter into any subcontracts or other agreements to perform this contract/grant, the contractor/grantee shall include all of the above provisions in any subcontracts or agreements.

H.12 NRCH430 DRUG FREE WORKPLACE TESTING: UNESCORTED ACCESS TO NUCLEAR FACILITIES, ACCESS TO CLASSIFIED INFORMATION OR SAFEGUARDS INFORMATION, OR PERFORMING IN SPECIALLY SENSITIVE POSITIONS

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>

H.13 NRCH470 GREEN PURCHASING (SEP 2015)

(a) In furtherance of the sustainable acquisition goals of Executive Order (EO) 13693, "Planning for Federal Sustainability in the Next Decade," products and services provided under this contract/order shall be energy efficient (EnergyStar® or Federal Energy Management Program - FEMP-designated products), water efficient, biobased, environmentally preferable (excluding EPEAT®-registered products), non-ozone depleting, contain recycled content, or are non- or low toxic alternatives or hazardous constituents (e.g., non-VOC paint), where such products and services meet agency performance requirements. See: Executive Order (EO) 13693, "Planning for Federal Sustainability in the Next Decade."

(b) The NRC and contractor may negotiate during the contract term to permit the substitution or addition of designated recycled content products (i.e., Comprehensive Procurement Guidelines - CPG), EPEAT®-registered products, EnergyStar®- and FEMP designated energy efficient products and appliances, USDA designated biobased products (Biopreferred® program), environmentally preferable products, WaterSense and other water efficient products, products containing non- or lower-ozone depleting substances (i.e., SNAP), and products containing non- or low-toxic or hazardous constituents (e.g., non-VOC paint), when such products and services are readily available at a competitive cost and satisfy the NRC's performance needs.

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

H.14 NRCH480 USE OF AUTOMATED CLEARING HOUSE (ACH) ELECTRONIC PAYMENT/REMITTANCE ADDRESS

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.

SECTION I - Contract Clauses

I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE. (FEB 1998)

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

The following clauses are included by reference:

52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS. (APR 2014)

52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (MAY 2015)

52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS. (JUN 2013)

52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004).

52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS. (DEC 2015)

I.2 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS. (JUL 2013)

(a) Definitions. As used in this provision-

"Administrative proceeding" means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

"Federal contracts and grants with total value greater than \$10,000,000" means-

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

"Principal" means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar

positions).

(b) The offeror has does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in-

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIS as required through maintaining an active registration in the System for Award Management database via <https://www.acquisition.gov> (see 52.204-7).

**I.3 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT
STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS (JAN 2016)**

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(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).

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

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEP 2006), with Alternate I (OCT 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

(2) 52.203-13, Contractor Code of Business Ethics and Conduct (OCT 2015) (41 U.S.C. 3509).

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

(4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (OCT 2015) (Pub. L. 109-282) (31 U.S.C. 6101 note).

(5) (Reserved)

(6) 52.204-14, Service Contract Reporting Requirements (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

(7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

(8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (OCT 2015) (31 U.S.C. 6101 note).

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(9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (JUL 2013) (41 U.S.C. 2313).

(10) (Reserved)

(11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

(ii) Alternate I (NOV 2011) of 52.219-3.

(12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

(ii) Alternate I (JAN 2011) of 52.219-4.

(13) (Reserved)

(14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).

(ii) Alternate I (NOV 2011).

(iii) Alternate II (NOV 2011).

(15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUN 2003) (15 U.S.C. 644).

(ii) Alternate I (OCT 1995) of 52.219-7.

(iii) Alternate II (MAR 2004) of 52.219-7.

(16) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)).

(17)(i) 52.219-9, Small Business Subcontracting Plan (OCT 2015) (15 U.S.C. 637(d)(4)).

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

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

(iv) Alternate III (OCT 2015) of 52.219-9.

(18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).

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- [X] (19) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).
- (20) 52.219-16, Liquidated Damages-Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).
- [X] (22) 52.219-28, Post Award Small Business Program Representation (JUL 2013) (15 U.S.C. 632(a)(2)).
- (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (DEC 2015) (15 U.S.C. 637(m)).
- (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (DEC 2015) (15 U.S.C. 637(m)).
- [X] (25) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).
- [X] (26) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (JAN 2016) (E.O. 13126).
- [X] (27) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- [X] (28) 52.222-26, Equal Opportunity (APR 2015) (E.O. 11246).
- [X] (29) 52.222-35, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).
- [X] (30) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).
- [X] (31) 52.222-37, Employment Reports on Veterans (OCT 2015) (38 U.S.C. 4212).
- [X] (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- [X] (33)(i) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- (ii) *Alternate I* (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

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(34) 52.222-54, Employment Eligibility Verification (OCT 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

(35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

(ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

(36)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).

(ii) Alternate I (OCT 2015) of 52.223-13.

(37)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).

(ii) Alternate I (JUN 2014) of 52.223-14.

(38) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).

(39)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

(ii) Alternate I (JUN 2014) of 52.223-16.

(40) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)

(41) 52.225-1, Buy American-Supplies (MAY 2014) (41 U.S.C. chapter 83).

(42)(i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (MAY 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

(ii) Alternate I (MAY 2014) of 52.225-3.

(iii) Alternate II (MAY 2014) of 52.225-3.

(iv) Alternate III (MAY 2014) of 52.225-3.

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(43) 52.225-5, Trade Agreements (NOV 2013) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

(44) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(45) 52.225-26, Contractors Performing Private Security Functions Outside the United States (JUL 2013) (Section 862, as amended; of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(46) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).

(47) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).

(48) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

(49) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

(50) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (JUL 2013) (31 U.S.C. 3332).

(51) 52.232-34, Payment by Electronic Funds Transfer - Other than System for Award Management (JUL 2013) (31 U.S.C. 3332).

(52) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

(53) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

(54)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

(ii) Alternate I (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

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- (1) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495).
- (2) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).
- (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (MAY 2014) (41 U.S.C. chapter 67).
- (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) (41 U.S.C. chapter 67).
- (8) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015) (E.O. 13658).
- (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).
- (10) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008) (31 U.S.C. 5112(p)(1)).

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

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

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final

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payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

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

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

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (OCT 2015) (41 U.S.C. 3509).

(ii) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(iv) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

(v) 52.222-26, Equal Opportunity (APR 2015) (E.O. 11246).

(vi) 52.222-35, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).

(vii) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).

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(viii) 52.222-37, Employment Reports on Veterans (OCT 2015) (38 U.S.C. 4212).

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

(x) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

(xi) ___ (A) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627).

___ (B) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(xii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (MAY 2014) (41 U.S.C. chapter 67).

(xiii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) (41 U.S.C. chapter 67).

(xiv) 52.222-54, Employment Eligibility Verification (OCT 2015) (E. O. 12989).

(xv) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015) (E.O. 13658).

(xvi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (JUL 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xvii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xviii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

I.4 52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$0.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of 127,828 pages;

(2) Any order for a combination of items in excess of 127,828 pages; or

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

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

I.5 52.216-21 REQUIREMENTS. (Oct 1995)

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 07/10/2021.

I.6 52.217-8 OPTION TO EXTEND SERVICES. (NOV 1999)

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

I.7 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT. (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 60 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 10 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

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

I.8 52.219-11 SPECIAL 8(A) CONTRACT CONDITIONS. (FEB 1990)

The Small Business Administration (SBA) agrees to the following:

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

(b) That in the event SBA does not award a subcontract for all or a part of the work hereunder, this contract may be terminated either in whole or in part without cost to either party.

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

(d) That payments to be made under any subcontract awarded under this contract will be made directly to the subcontractor by the Nuclear Regulatory Commission.

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

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

I.9 52.219-17 SECTION 8(A) AWARD. (DEC 1996)

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

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

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

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

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

(5) That the subcontractor awarded a subcontract hereunder shall have

the right of appeal from decisions of the cognizant Contracting Officer under the "Disputes" clause of the subcontract.

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

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

I.10 52.219-18 NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS. (JUN 2003) - ALTERNATE I (APR 2005)

(a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offer-

(1) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and

(2) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.

(3) The offeror's approved business plan is on the file and serviced by Washington Metropolitan Area District.

(b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.

(c) Any award resulting from this solicitation will be made to the Small Business Administration, which will subcontract performance to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

(d)(1) "Agreement." A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

(2) The TBD will notify the Nuclear Regulatory Commission's Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

I.11 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION. (JUL 2013)

(a) *Definitions.* As used in this clause-

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts-

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/content/table-small-business-size-standards>.

(d) The small business size standard for a Contractor providing a product which it

does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation required by paragraph (b) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it ___ is, ___ is not a small business concern under NAICS Code 561410 assigned to contract number TBD. (*Contractor to sign and date and insert authorized signer's name and title*).

I.12 2052.204-70 SECURITY. (OCT 1999)

(a) Security/Classification Requirements Form. 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 information or matter, access on a continuing basis (in excess of 90 or more days) to NRC Headquarters controlled buildings, or otherwise requires NRC photo identification or card-key badges.

(b) It is the contractor's duty to safeguard 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 safeguarding 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 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 upon completion or termination of this contract.

(1) The contractor shall complete a certificate of possession to be furnished to the Commission specifying the classified matter to be retained if the retention is:

(i) Required after the completion or termination of the contract; and

(ii) Approved by the contracting officer.

(2) 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, proprietary data (trade secrets) 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 agrees to hold the information in confidence and not to directly or indirectly duplicate, disseminate, or disclose the information, in whole or in part, to any other person or organization except as 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 and the Contracting Officer. These changes will be under the authority of the FAR Changes clause referenced in Section I of this document.

(e) Definition of National Security Information. As used in this clause, the term National Security Information 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. As used in this clause, the term Restricted Data 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 under to Section 142 of the Atomic Energy Act of 1954, as amended.

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

(h) Security clearance personnel. 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.

(i) Criminal liabilities. 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

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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.)

(j) 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.

(k) In performing 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 under the contract that involves originating or generating classified documents, material, and equipment must provide that the subcontractor or supplier assign the proper classification to all documents, material, and equipment in accordance with guidance furnished by the contractor.

I.13 2052.204-71 SITE ACCESS BADGE REQUIREMENTS. (JAN 1993)

During the life of this contract, the rights of ingress and egress for contractor personnel must be made available as required. 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 Government. The Project Officer shall assist the contractor in obtaining the badges for contractor personnel. It is the sole responsibility of the contractor to ensure that each employee has proper identification at all times. All prescribed identification must be immediately delivered to the Security Office for cancellation or disposition upon the termination of employment of any contractor personnel. Contractor personnel shall have this identification in their possession 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 safeguarding of any Government records or data that contractor personnel may come into contact with.

SECTION J - List of Documents, Exhibits and Other Attachments

Attachment No. 001 – Billing Instructions
Attachment No. 002 – NRC 187

Attachment 1 – Billing Instructions

BILLING INSTRUCTIONS FOR FIXED-PRICE TYPE CONTRACTS (JAN 2015)

General: During performance and through final payment of this contract, the contractor is responsible for the accuracy and completeness of data within the System for Award Management (SAM) database and for any liability resulting from the Government's reliance on inaccurate or incomplete SAM 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. Nuclear Regulatory Commission, via email to: NRCPayments@nrc.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:

NRC Payments
U.S. Nuclear Regulatory Commission
One White Flint North
11555 Rockville Pike
Mailstop O3-E17A
Rockville, MD 20852-2738

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).

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.

Format: Invoices/Vouchers shall be submitted in the format depicted on the attached

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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 (MAY 2013).

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

1. Official Agency Billing Office

NRC Payments
U.S. Nuclear Regulatory Commission
One White Flint North
11555 Rockville Pike
Mailstop O3-E17A
Rockville, MD 20852-2738


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. Taxpayer Identification Number. The Payee shall include the Payee's taxpayer identification number (TIN) used by the Internal Revenue Service (IRS) in the administration of tax laws. (See IRS Web site: [http://www.irs.gov/Individuals/International-Taxpayers/Taxpayer-Identification-Numbers-\(TIN\)](http://www.irs.gov/Individuals/International-Taxpayers/Taxpayer-Identification-Numbers-(TIN))).
- c. 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 Federal Acquisition Regulation (FAR) 52.232-23 Assignment of Claims, the Payee shall require as a condition of any such assignment, that the assignee shall register separately in the System for Award Management (SAM) database at <http://sam.gov> and shall be paid by EFT in accordance with the terms of this contract. See FAR 52.232-33 Payment by Electronic Funds Transfer-System for Award Management.
- d. 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.
- e. 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.**
- f. 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.
- g. Date of Invoice/Voucher. Insert the date the invoice/voucher is prepared.

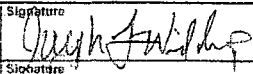
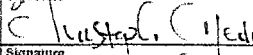
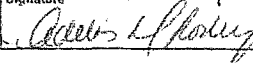
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- h. Billing Period. Insert the beginning and ending dates (day, month, year) of the period during which deliverables were completed and for which payment is requested.
- i. Description of Deliverables. Provide a brief description of supplies or services, quantity, unit price, and total price.
- j. 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).
- k. Shipping. Insert weight and zone of shipment, if shipped by parcel post.
- l. Charges for freight or express shipments. Attach prepaid bill if shipped by freight or express.
- m. Instructions. Include instructions to consignee to notify the Contracting Officer of receipt of shipment.
- n. For Indefinite Delivery contracts, the final invoice/voucher shall be marked FINAL INVOICE" or "FINAL VOUCHER".
- o. Total Amount Billed. Insert columns for total amounts for the current and cumulative periods.
- p. Adjustments. Insert columns for any adjustments, including outstanding suspensions for deficient or defective products or nonconforming services, for the current and cumulative periods.
- q. Grand Totals.

Attachment 2 – NRC Form 187

NRC FORM 187 (01-2015) NRCMD 12		 U.S. NUCLEAR REGULATORY COMMISSION	
CONTRACT SECURITY AND/OR CLASSIFICATION REQUIREMENTS			
1. Type of Submission New		3. Contractor Company Full Name and Complete Address (Prime Contractor) Green Powered Technology 8200 Greensboro Dr. Suite 900 McLean, VA 22102	
2. Type of Contract Commercial - Small Business			
4. Contract Number, IAA Number, or Job Code for DOE Projects NRC-HQ-40-16-C-0010		5. Contract Start Date 07/11/2016	6. Contract End Date 07/10/2021
7. Is this contract a follow-on contract? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		If Yes, provide previous Contract Number, IAA Number, or Job Code NRC-HQ-12-C-10-0026	
8. Contractor Cap Code or DOE Facility Code			
9. Contract Performance Requirements			
A. Will the contract require access to classified matter (information, systems, and/or material) (i.e., 32 CFR Part 2004 or MD 12.21)? <input type="checkbox"/> Yes (continue) <input checked="" type="checkbox"/> No (if no, proceed to Block 9.E.)			
B. What is the highest level of classified matter the contractor will need to access to perform contract responsibilities? Confidential <input type="checkbox"/> Select 2nd Level of Classification <input type="checkbox"/>			
C. To carry out requirements of the contract, will the contractor need to possess, generate, or store classified matter at the contractor facility location? <input type="checkbox"/> Yes (continue) <input checked="" type="checkbox"/> No (if no, proceed to Block 9.E.)			
D. Choose all that apply: In regards to classified matter, the contractor will require:			
<input type="checkbox"/> 1) Access to Foreign Intelligence Information <input type="checkbox"/> 2) Receipt and storage (i.e., safeguarding) of classified matter <input type="checkbox"/> 3) Access to cryptographic material or other classified COMSEC information <input type="checkbox"/> 4) Access to classified matter or information processed by another agency <input type="checkbox"/> 5) Use of a classified information technology processing system <input type="checkbox"/> 6) Generation of classified at Contractor facility location <input type="checkbox"/> 7) Generation of classified matter at an NRC facility			
E. Will the contractor require access to Safeguards Information or Safeguards Information - Modified Handling Information (i.e., 10 CFR 73.21, 73.22, and/or 73.23)?			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
F. Will the contractor possess, generate, or store SGI or SGI-M at the contractor facility?			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
G. Will the contractor require access to any Sensitive Unclassified Non-Safeguards Information (SUNSI) or sensitive information technology (IT) Systems (i.e., MD 12.6)?			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
H. Will the contractor possess, generate, or store SUNSI or have access to NRC sensitive IT systems at the contractor facility?			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
I. Was "Yes" checked to Block 9.A., Block 9.C., Block 9.E., or Block 9.F.? (If "Yes", then a Facility Clearance is required to be issued for the contractor and any known sub-contractors by the Facilities Security Branch before final contract award and before work can begin on the contract.)			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
J. Choose all that apply:			
<input type="checkbox"/> 1) Unescorted Access is required to Nuclear Power Plants. <input type="checkbox"/> 5) Require operation of government vehicles or transport passengers for the NRC. <input type="checkbox"/> 2) Access is required to Unclassified Safeguards Information. <input type="checkbox"/> 6) Will operate hazardous equipment at NRC facilities. <input checked="" type="checkbox"/> 3) Access is required to Sensitive IT Systems and Data. <input type="checkbox"/> 7) Required to carry firearms. <input checked="" type="checkbox"/> 4) Unescorted Access to NRC Headquarters Building. <input type="checkbox"/> 8) Found to use or admit to use of illegal drugs.			

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10. Classification Guidance (to be completed by the COR) Most of the contractors will need IT-II clearance. We would like at least one cleared at the I level.			
11. Does this contract contain any subcontractors? If "No", Leave area blank. (Note: It is the responsibility of the COR to notify FSB if the contractor adds a subcontractor to the contract during the execution of the contract. The sub-contractors may require a facility clearance before work can be allowed).			
		<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Subcontractor Company name, address and Defense Security Service cago code. (if applicable) ISC&A, Inc. 1608 Spring Hill Road, Suite 400 Vienna, VA 22182			
12. Review of contractor/subcontractor reports, documents for classified, SGI, SGI-M, and/or SUNSI will be reviewed by:			
Typed or Printed Name and Title of Authorized Classifier 			
Typed or Printed Name and Title of Authorized Derivative Classifier (for Classified Information) 			
Typed or Printed Name and Title of a Qualified Designator for SGI, and SGI-M (i.e., person must be qualified per MD 12.4) 			
13. Required Distribution of NRC Form 187 for Review (Check all appropriate boxes)			
<input type="checkbox"/> 1) Originating NRC office or Division (Item 14A.)		<input type="checkbox"/> 3) Division of Contracts and Property Management (Item 14C.)	
<input type="checkbox"/> 2) Division of Facilities and Security (Item 14B.)			
14. Approvals			
A. Typed or Printed Name of Director, Office or Division Joseph L. Widup, Acting		Signature 	Date 3/15/16
B. Typed or Printed Name of Director, Division of Facilities and Security Timothy I. Pulliam, DPS Director		Signature 	Date 04/05/16
C. Typed or Printed Name of Director, Acquisitions Management Division James Carbett		Signature 	Date 4/14/16
REMARKS 			