

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

1. REQUISITION NUMBER: CFO-16-0015 PAGE OF 1 2  
 2. CONTRACT NO.: GS-23F-0202L  
 3. AWARD/EFFECTIVE DATE: NRC-HQ-7N-16-T-0001  
 4. ORDER NUMBER: NRC-HQ-7N-16-T-0001  
 5. SOLICITATION NUMBER: NRC-HQ-7N-16-T-0001  
 6. SOLICITATION ISSUE DATE:

7. FOR SOLICITATION INFORMATION CALL: MATTHEW BUCHER  
 b. NAME: MATTHEW BUCHER  
 d. TELEPHONE NUMBER (No collect calls): 301-492-3485  
 8. OFFER DUE DATE/LOCAL TIME:

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: % 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: 484210  
 SIZE STANDARD: \$27.5

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:  IRFQ  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: FRANCONIA REAL ESTATE SERVICES INC 13580 GROUPE DRIVE STE 400 WOODBRIDGE VA 22192-4166  
 CODE: 605826197 FACILITY CODE:  
 18a. PAYMENT WILL BE MADE BY: US NUCLEAR REGULATORY COMMISSION TWO WHITE FLINT NORTH 11545 ROCKVILLE PIKE MAILSTOP T9-B07 NRCPAYMENTS NRRCGOV ROCKVILLE MD 20852-2738  
 CODE: NRCPAYMENTS  
 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 purpose of this delivery order is to obtain relocation services for employees of the NRC being transferred in the interest of the Government. Specifically NRC requires assistance to relocating employees with home sale services. A complete pricing schedule can be found on page two (2) of the task order.  Total Obligation Amount: \$100,000.00 Base and Exercised Options: \$735,562.00 Base and All Options: \$3,984,900.00 (Use Reverse and/or Attach Additional Sheets as Necessary)				

25. ACCOUNTING AND APPROPRIATION DATA: 2016-X0200-FEEBASED-70-70D001-51-H-175-C707N-252R  
 26. TOTAL AWARD AMOUNT (For Govt. Use Only): \$3,984,900.00

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

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

30a. SIGNATURE OF OFFEROR/CONTRACTOR: *George H. Herrtage*  
 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER): *Matthew Bucher*  
 30b. NAME AND TITLE OF SIGNER (Type or print): George H. Herrtage - President August 23, 2016  
 31b. NAME OF CONTRACTING OFFICER (Type or print): MATTHEW BUCHER  
 31c. DATE SIGNED: 8-23-2016

TEMPLATE ADMIN  
 SUNSI REVIEW COMPLETE  
 SEP - 8 2016  
 ADMIN?

19. ITEM NO	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Period of Performance: 09/14/2016 to 09/30/2017				

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  COMPLETE     PARTIAL     FINAL \_\_\_\_\_ 37. CHECK NUMBER \_\_\_\_\_  
 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 (YY/MM/DD) \_\_\_\_\_ 42d. TOTAL CONTAINERS \_\_\_\_\_

**SECTION B - Supplies or Services/Prices**

Pricing Structure

Base Period: September 14th, 2016 through September 30th, 2017  
Home Value Range of \$ [REDACTED] above:

CLIN Number	Type of Sale	Fee
0001	Amended Value Sale	[REDACTED]
0002	Amended From Zero Sale	[REDACTED]
0003	Appraised Value Sale	[REDACTED]

Base Period: October 1, 2017 through September 30th, 2018  
Home Value Range of \$ [REDACTED] above:

CLIN Number	Type of Sale	Fee
1001	Amended Value Sale	[REDACTED]
1002	Amended From Zero Sale	[REDACTED]
1003	Appraised Value Sale	[REDACTED]

Base Period: October 1, 2018 through September 30th, 2019  
Home Value Range of \$ [REDACTED] or above:

CLIN Number	Type of Sale	Fee
2001	Amended Value Sale	[REDACTED]
2002	Amended From Zero Sale	[REDACTED]
2003	Appraised Value Sale	[REDACTED]

Base Period: October 1, 2019 through September 30th, 2020  
Home Value Range of \$ [REDACTED] or above:

CLIN Number	Type of Sale	Fee
3001	Amended Value Sale	[REDACTED]
3002	Amended From Zero Sale	[REDACTED]
3003	Appraised Value Sale	[REDACTED]

Base Period: October 1, 2020 through September 30th, 2021  
Home Value Range of \$ [REDACTED] or above:

CLIN Number	Type of Sale	Fee
4001	Amended Value Sale	[REDACTED]
4002	Amended From Zero Sale	[REDACTED]
4003	Appraised Value Sale	[REDACTED]

Note: The following services shall be provided by the Contractor for the base and all option years at no additional cost to the Government:

1. Destination Services (including, but not limited to, renter assistance, buyer assistance, spousal counseling and mortgage counseling)
2. Reports
3. Home Marketing Assistance

Allegiance confirms the following:

- Destination Area Services (including, but not limited to, renter assistance, buyer assistance, spousal counseling and mortgage counseling) shall be provided by Allegiance for the Base and all Option Periods at no additional cost to the NRC.
- Reports shall be provided by Allegiance for the Base and all options periods at no additional cost to the NRC
- Home Marketing Assistance shall be provided by Allegiance for the Base and all options periods at no additional cost to the NRC
- Temporary Quarters shall be provided by Allegiance for the Base and all options periods at no additional cost to the NRC

#### **NRCB010 BRIEF PROJECT TITLE AND WORK DESCRIPTION**

(a) The title of this project is: Employee Relocation Services.

(b) Summary work description: The purpose of this delivery order is to obtain relocation services for employees of the NRC being transferred in the interest of the Government.

(End of Clause)

#### **NRCB080 CONSIDERATION AND OBLIGATION-FIRM-FIXED-PRICE**

The total amount of the Firm-Fixed-Price portion of this contract is \$[*Insert amount here*], and this amount is fully-funded.

(End of Clause)

## **SECTION C - Description/Specifications**

### Statement of Work for Employee Relocation Services

#### **Contents**

- C.1 Project Title
- C.2 Background
- C.3 Objective
- C.4 Scope of Work
- C.5 Reporting Requirements
  - C.5.1 Monthly Letter Status Report (MLSR)
  - C.5.2 Final Report
- C.6 Deliverables and Delivery Schedule
- C.7 Applicable Documents and Standards
- C.8 Section 508– Electronic and Information Technology Standards
- C.9 Place of Performance
- C.10 Contractor Travel
- C.11 Applicable Publications (Current Editions)

**SAMPLE FORMAT  
STATEMENT OF WORK (SOW) FOR  
SIMPLIFIED ACQUISITIONS OR TASK ORDERS**

**C.1 Project Title**

Employee Relocation Services – Home Sale Services

**C.2 Background**

The U.S. Nuclear Regulatory Commission (NRC) Home Sale Program offers transferring employees the option to use a relocation services company to assist them in the sale of their home at their old duty station. The employee must first try to sell their home using a real estate agent for 60 calendar days before they become eligible to participate in the program. If the employee cannot sell their home after 60 calendar days, the Contracting Officer's Representative (COR) will refer eligible employees to the relocation company. Employees must use the direct reimbursement method if they obtain an offer on their house prior to being entered into the Home Sale Program.

**C.3 Objective**

The purpose of this delivery order is to obtain relocation services for employees of the NRC being transferred in the interest of the Government. Specifically NRC requires assistance to relocating employees with home sale services as set forth under GSA Federal Supply Schedule 48, SIN 653-1, Option 1 Full Choice Guaranteed Buyout with Mortgage Payoff.

**C.4 Scope of Work**

NRC will follow the terms and conditions of the GSA master contract for Employee Relocation Services. NRC specifically requires that the Contractor provide the following relocation services as indicated under SIN 653-1 of the GSA master contract:

Home Sales Services with pricing Option 1: Full Choice Guaranteed Buyout with Mortgage Payoff.

The contractor shall make available these home sale services to employees designated as eligible by the COR. Determination of an employee's eligibility to participate in the program is solely the responsibility of the NRC and shall not be subject to dispute

The Contractor shall:

- Comply with the SOW requirements of the GSA Master Contract
- Have qualified relocation personnel to provide pre-transfer counseling that shall include: review of the relocation program guidelines, discussion of eligibility requirements, and responding to any general relocation questions.

- Have sufficient staff to handle up to 12 relocations per year.
- Have the capacity to manage multiple relocations simultaneously.
- Have the capacity to provide services to employees transferring from different geographic locations within the 48 continental United States.

Provide prompt (within 48 hours) responses to employee service requests and questions related to the Home Sale Program.

Provide prompt (within 48 hours) written notification to the COR of issues and problems related to the Home Sale Program.

The COR will inform the contractor via e-mail when an eligible NRC employee requires assistance with selling their home and provide pertinent move information such as, employee name, location of home, XXXX. Upon receipt of the e-mail, the contractor shall assign a Relocation Specialist Counselor, send applicable information to the employee and coordinate the appraisal process. The relocation company shall immediately inform the COR in writing via e-mail of any potential problem(s) and recommend solution(s) to the problem(s). The contractor shall generate an offer on the employee's home based on the terms and conditions of the GSA master contract. The offer shall remain valid for a 60 calendar day period whereby the employee can either accept or reject the contractor's offer.

**C.5 Reporting Requirements**

The contractor shall include copies of the appraisals when submitting invoices to the NRC for payment. The COR may request copies of inspection reports, appraisals, and other related documents prior to invoicing if needed to assist employees with their questions or issues during the home sale process. No separate reporting system is required.

**C.6 Deliverables and Delivery Schedule**

The contractor shall provide the deliverables stated in the table below in electronic format unless otherwise directed by the COR. Deliverable No. 1 stated below shall be submitted directly to the NRC employee. Deliverable Nos. 2 through 4 stated below shall be submitted to the COR.

<b>Deliverable No.</b>	<b>Description</b>	<b>Due Date</b>
1	Home Purchase Offer	
2	Written notification via e-mail of problem(s) and recommended solutions(s) related to the Home Sale Program	One week after list is compiled and completed.
3	Responses to employee service requests and questions	One week after receiving questions
4	As required by the COR, copies of Inspection Reports, Appraisals, and other documentation related to NRC employee home sale	Shall be specified at time of request by the COR

Deliverable No.	Description	Due Date

**C.7 Applicable Documents and Standards**

Federal Travel Regulation, Chapter 302-Relocation Allowances

**C.8 Section 508 – Electronic and Information Technology Standards**

N/A

**C.9 Place of Performance**

All work will be performed at the contractor's offices.

**C.10 Contractor Travel**

N/A

**C.11 Applicable Publications (Current Editions)**

N/A



## **SECTION D - Packaging and Marking**

Shall be performed in accordance with the Statement of Work (SOW).

**SECTION E - Inspection and Acceptance**

Shall be performed in accordance with the Statement of Work (SOW).

## SECTION F - Deliveries or Performance

### 52.242-15 STOP-WORK ORDER. (AUG 1989)

#### **NRCF034 OPTION PERIODS - TASK ORDER/DELIVERY ORDER UNDER A GSA FEDERAL SUPPLY SCHEDULE CONTRACT**

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

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

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

(End of Clause)

#### **NRCF030D PERIOD OF PERFORMANCE ALTERNATE IV**

The ordering period for this contract shall commence on *[Insert date here]* and will expire on *[Insert date here]*. Any orders issued during this period shall be completed within the time specified in the order, unless otherwise specified herein. (See 52.216-18 - Ordering.) The term of this contract may be extended at the option of the Government for an additional four (4) years in one (1) year increments.

Base Period: 9/13/16 – 9/12/17 (Base Year)

0

Option Period(s): 9/13/17 – 9/12/18 (Option Year 1)  
                          9/13/18 – 9/12/19 (Option Year 2)  
                          9/13/19 – 9/12/20 (Option Year 3)  
                          9/13/20 – 9/12/21 (Option Year 4)

(End of Clause)

## SECTION G - Contract Administration Data

### **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.

(End of Clause)

### **NRCG010 ORDERING PROCEDURES**

- (a) The CO is the only individual who can legally obligate funds and commit the NRC.
- (b) All task orders and delivery orders shall be prepared in accordance with FAR 16.505.
- (c) In accordance with FAR 16.506(b), the following ordering limitations apply:

Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than [*Insert dollar figure or quantity here*] [*insert dollar figure or quantity*], the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

Maximum order. The Contractor is not obligated to honor—

- (1) Any order for a single item in excess of \$3,984,900.00
- (2) Any order for a combination of items in excess of \$3,984,900.00 or
- (3) A series of orders from the same ordering office within 5 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

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 [*Insert number of days here*] days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons.

(End of Clause)

## SECTION H - Special Contract Requirements

### 2052.215-71 PROJECT OFFICER AUTHORITY. (OCT 1999)

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

Name: John Walker  
Address: [John.Walker@nrc.gov](mailto:John.Walker@nrc.gov)  
Telephone Number: 301-415-7575

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of Clause)

**NRCH430 DRUG FREE WORKPLACE TESTING: UNESCORTED ACCESS TO NUCLEAR FACILITIES, ACCESS TO CLASSIFIED INFORMATION OR SAFEGUARDS INFORMATION, OR PERFORMING IN SPECIALLY SENSITIVE POSITIONS (OCT 2014)**

All contractor employees, subcontractor employees, applicants, 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 NRC Drug Program Manager will schedule the drug testing for all contractor employees, subcontractor employees, applicants, and consultants who are subject to testing under this clause. The consequences of refusing to undergo drug testing or a refusal to cooperate in such testing, including not appearing at the scheduled appointment time, will result in the Agency's refusal of the contractor employee to work under any NRC contract. Any NRC contractor employee found to be using, distributing or possessing illegal drugs, or any contractor employee who fails to receive a verified negative 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, positive 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>

(End of Clause)

#### **NRCH410 WHISTLEBLOWER PROTECTION FOR NRC CONTRACTOR AND SUBCONTRACTOR EMPLOYEES**

(a) The U.S. Nuclear Regulatory Commission (NRC) contractor and its subcontractor are subject to the Whistleblower Employee Protection public law provisions as codified at 42 U.S.C. 5851. NRC contractor(s) and subcontractor(s) shall comply with the requirements of this Whistleblower Employee Protection law, and the implementing regulations of the NRC and the Department of Labor (DOL). See, for example, DOL Procedures on Handling Complaints at 29 C.F.R. Part 24 concerning the employer obligations, prohibited acts, DOL procedures and the requirement for prominent posting of notice of Employee Rights at Appendix A to Part 24 entitled: "Your Rights Under the Energy Reorganization Act".

(b) Under this Whistleblower Employee Protection law, as implemented by regulations, NRC contractor and subcontractor employees are protected from discharge, reprisal, threats, intimidation, coercion, blacklisting or other employment discrimination practices with respect to compensation, terms, conditions or privileges of their employment because the contractor or subcontractor employee(s) has provided notice to the employer, refused to engage in unlawful practices, assisted in proceedings or testified on activities concerning alleged violations of the Atomic Energy Act of 1954 (as amended) and the Energy Reorganization Act of 1974 (as amended).

(c) The contractor shall insert this or the substance of this clause in any subcontracts involving work performed under this contract.

(End of Clause)

## **NRCH390 NRC INFORMATION TECHNOLOGY SECURITY**

### **NRC INFORMATION TECHNOLOGY SECURITY TRAINING (MAY 2016)**

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

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

Additional annual required online NRC training includes but is not limited to the following:

- (1) Information Security (INFOSEC) Awareness
- (2) Continuity of Operations (COOP) Awareness
- (3) Defensive Counterintelligence and Insider Threat Awareness
- (4) No FEAR Act
- (5) Personally Identifiable Information (PII) and Privacy Act Responsibilities Awareness

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

Contractor Monthly Letter Status Reports (MLSR) must include the following information for all completed training:

- (1) the name of the individual completing the course;
- (2) the course title; and
- (3) the course completion date.

The MLSR must also include the following information for those individuals who have not completed their required training:

- (1) the name of the individual who has not yet completed the training;
- (2) the title of the course(s) which must still be completed; and
- (3) the anticipated course completion date(s).

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



(End of Clause)

### **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 [*Insert time for annual evaluation here*]. 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.

(End of Clause)

## SECTION I - Contract Clauses

### 52.202-1 DEFINITIONS. (NOV 2013)

### 52.203-5 COVENANT AGAINST CONTINGENT FEES. (MAY 2014)

### 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT. (SEP 2006)

### 52.203-7 ANTI-KICKBACK PROCEDURES. (MAY 2014)

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

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

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 15 days of contract expiration.

### 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 15 days of period of performance expiration provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years and six (6) months.

### 52.222-17 NONDISPLACEMENT OF QUALIFIED WORKERS. (MAY 2014)

### 52.222-50 COMBATING TRAFFICKING IN PERSONS. (MAR 2015)

### 52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING. (AUG 2011)

### 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES. (JUN 2008)

### 52.226-6 PROMOTING EXCESS FOOD DONATION TO NONPROFIT ORGANIZATIONS. (MAY 2014)

**52.232-1 PAYMENTS. (APR 1984)**

**52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER - SYSTEM FOR AWARD MANAGEMENT. (JUL 2013)**

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

**52.233-3 PROTEST AFTER AWARD. (AUG 1996)**

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

**52.237-3 CONTINUITY OF SERVICES. (JAN 1991)**

**52.242-13 BANKRUPTCY. (JUL 1995)**

**52.243-1 CHANGES - FIXED-PRICE. (AUG 1987) - ALTERNATE I (APR 1984)**

**52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS. (JUN 2016)**

**52.249-1 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SHORT FORM). (APR 1984)**