


<b>SOLICITATION, OFFER AND AWARD</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING		PAGE OF PAGES 1 59			
2. CONTRACT NUMBER 31310022C0039/ DC1661191985F		3. SOLICITATION NUMBER 31310022R0054		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 09/19/2022		6. REQUISITION/PURCHASE NUMBER OCHCO-22-0140	
7. ISSUED BY US NRC - HQ ACQUISITION MANAGEMENT DIVISION MAIL STOP TWFN-07B20M WASHINGTON DC 20555-0001		CODE NRCHQ		8. ADDRESS OFFER TO (If other than Item 7)					

**NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".**

<b>SOLICITATION</b>							
9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried, in the depository located in _____ until _____ (Hour) local time _____ (Date)							
CAUTION: LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.							
10. FOR INFORMATION CALL:		A. NAME Margo Katzper		B. TELEPHONE (NO COLLECT CALLS) AREA CODE NUMBER EXT. 301 415-3364		C. E-MAIL ADDRESS margo.katzper@nrc.gov	

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<b>OFFER (Must be fully completed by offeror)</b>					
<b>NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.</b>					
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ 0 _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.					
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232.8)		10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)
14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):		AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR See Schedule		CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE NUMBER AREA CODE NUMBER EXT.		15C. CHECK IF REMITTANCE ADDRESS <input type="checkbox"/> IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE	
				18. OFFER DATE	

<b>AWARD (To be completed by government)</b>					
19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT \$1,932,120.00		21. ACCOUNTING AND APPROPRIATION See schedule	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) ( ) <input type="checkbox"/> 41 U.S.C. 253 (c) ( )				23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	
24. ADMINISTERED BY (If other than Item 7) See Schedule G		CODE NRCHQ		25. PAYMENT WILL BE MADE BY See Schedule G	
26. NAME OF CONTRACTING OFFICER (Type or print) Margo Katzper		27. UNITED STATES OF AMERICA  (Signature of Contracting Officer)		28. AWARD DATE 09/23/2022	

NAME OF OFFEROR OR CONTRACTOR  
See Schedule

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>SMALL BUSINESS ADMINISTRATION</p> <p>E6E1RHGUYLL6</p> <p>CHENEGA RELIABLE SERVICES LLC</p> <p>ATTN LEANN HERREN</p> <p>3000 C ST STE 301</p> <p>ANCHORAGE AK 99503</p> <p>2102363934</p> <p>SBA Requirement Number: DC1661191985F</p> <p>The U.S. Nuclear Commission hereby issues this contract for Support Services Associated with Public Health Emergencies.</p> <p>Delivery Location Code: NRCHQ</p> <p>NUCLEAR REGULATORY COMMISSION</p> <p>11555 ROCKVILLE PIKE</p> <p>ROCKVILLE MD 20852-2738 USA</p> <p>Accounting Info:</p> <p>2022-C0200-FEEBASED-84-84D099-1135-51-H-200-252A-51-H-200-1135</p> <p>Period of Performance: 11/01/2022 to 10/31/2023</p>				

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## B - Supplies or Services/Prices

### B.1 BRIEF WORK DESCRIPTION

Summary work description: The scope/objective of this contract is to obtain nonpersonal support services to provide assistance with administrative activities associated with Public Health emergencies, such as but not limited to, COVID-19 or any other communicable diseases.

### B.2 CONSIDERATION AND OBLIGATION- LABOR-HOUR CONTRACT

(a) The total estimated cost to the Government for full performance under this contract is \$1,932,120.00

(b) The total exercised amount under this contract is \$264,998.40.

(c) The contract includes direct labor hours at specified fixed hourly rates, inclusive of wages, fringe, overhead, general and administrative expenses, and profit.

(d) It is estimated that the amount currently obligated of \$250,000.00 will cover performance through 10/31/2023.

(e) This is an incrementally-funded contract and FAR 52.232-22 – “Limitation of Funds” applies.

See Section B.3 PRICE/COST SCHEDULE

### B.3 PRICE/COST SCHEDULE

Base Year			
Description	Unit Price	Estimated Quantity	Estimated Total
Contact Tracer		960 Hours	
Program Analyst		960 Hours	
Optional Increased Capacity: Contact Tracer		480 Hours	
Optional Increased Capacity: Program Analyst		480 Hours	
Estimated Total			
Option Period 1			
Description	Unit Price	Estimated Quantity	Estimated Total
Contact Tracer		960 Hours	
Program Analyst		960 Hours	
Optional Increased Capacity: Contact Tracer		480 Hours	
Optional Increased Capacity: Program Analyst		480 Hours	

Estimated Total			
Option Period 2			
Description	Unit Price	Estimated Quantity	Estimated Total
Contact Tracer		960 Hours	
Program Analyst		960 Hours	
Optional Increased Capacity: Contact Tracer		480 Hours	
Optional Increased Capacity: Program Analyst		480 Hours	
Estimated Total			
Option Period 3			
Description	Unit Price	Estimated Quantity	Estimated Total
Contact Tracer		960 Hours	
Program Analyst		960 Hours	
Optional Increased Capacity: Contact Tracer		480 Hours	
Optional Increased Capacity: Program Analyst		480 Hours	
Estimated Total			
Option Period 4			
Description	Unit Price	Estimated Quantity	Estimated Total
Contact Tracer		960 Hours	
Program Analyst		960 Hours	
Optional Increased Capacity: Contact Tracer		480 Hours	
Optional Increased Capacity: Program Analyst		480 Hours	
Estimated Total			
Option Period 5			
Description	Unit Price	Estimated Quantity	Estimated Total
Contact Tracer		960 Hours	
Program Analyst		960 Hours	
Optional Increased Capacity: Contact Tracer		480 Hours	
Optional Increased Capacity: Program Analyst		480 Hours	
Estimated Total			
Option Period 6			
Description	Unit Price	Estimated Quantity	Estimated Total
Contact Tracer		960 Hours	

Program Analyst		960 Hours	
Optional Increased Capacity: Contact Tracer		480 Hours	
Optional Increased Capacity: Program Analyst		480 Hours	
Estimated Total			
<b>Option Period 7</b>			
Description	Unit Price	Estimated Quantity	Estimated Total
Contact Tracer		960 Hours	
Program Analyst		960 Hours	
Optional Increased Capacity: Contact Tracer		480 Hours	
Optional Increased Capacity: Program Analyst		480 Hours	
Estimated Total			
<b>Option Period 8</b>			
Description	Unit Price	Estimated Quantity	Estimated Total
Contact Tracer		960 Hours	
Program Analyst		960 Hours	
Optional Increased Capacity: Contact Tracer		480 Hours	
Optional Increased Capacity: Program Analyst		480 Hours	
Estimated Total			
<b>Option Period 9</b>			
Description	Unit Price	Estimated Quantity	Estimated Total
Contact Tracer		960 Hours	
Program Analyst		960 Hours	
Optional Increased Capacity: Contact Tracer		480 Hours	
Optional Increased Capacity: Program Analyst		480 Hours	
Estimated Total			
<b>52.217-8- Option to Extend Services</b>			
Description	Unit Price	Estimated Quantity	Estimated Total
Contact Tracer		960 Hours	
Program Analyst		960 Hours	
Optional Increased Capacity: Contact Tracer		480 Hours	
Optional Increased Capacity: Program Analyst		480 Hours	

Estimated Total	
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**Total Estimated Contract Value: \$1,932,120.00**

## **C - Description/Specifications**

### **C.1 STATEMENT OF WORK**

#### **C.1 Background**

The U.S. Nuclear Regulatory Commission (NRC) is a Federal agency with a total of approximately 2700 staff that is located at several locations throughout the United States (see <http://www.nrc.gov/about-nrc/locations.html>.)

In response to the President's [Executive Order \(EO\) 13991](#), Protecting the Federal Workforce and Requiring Mask-Wearing, and the accompanying Office of Management and Budget (OMB) [Memorandum M-21-15](#), "COVID-19 Safe Federal Workplace: Agency Model Safety Principles," (updated September 13, 2021), and to address the Model Safety Principles in M-21-15, subsequent EOs [14042](#) and [14043](#), OMB [Memorandum M-21-25](#), "Integrating Planning for A Safe Increased Return of Federal Employees and Contractors to Physical Workplaces with Post-Reentry Personnel Policies and Work Environment," and [Safer Federal Workforce Task Force](#) (SFWTF) guidance, the NRC requires contractor support services to address pandemic-response and other health and safety related requirements including contact-tracing services and support NRC management in keeping abreast Federal guidance listed above.

#### **C.2 Scope/Objective**

The scope/objective of this contract is to obtain nonpersonal support services to provide assistance with administrative activities associated with Public Health emergencies, such as but not limited to, COVID-19 or any other communicable diseases.

#### **C.3 Statement of Work/Tasks**

The contractor shall provide all resources necessary (personnel, equipment and material) to accomplish the tasks and deliverables described herein.

##### **C.3.1 Contact Tracing**

The contractor shall:

- Gather information related to all cases that meet the criteria for COVID-19 cases as defined below
  - Individuals who have been in an NRC or licensee facility [within 2 days](#) (<https://www.cdc.gov/coronavirus/2019-ncov/if-you-are-sick/quarantine.html>) of Testing positive for COVID-19.
- Utilize a web-based platform (i.e., email) to contact close contacts (as defined by the Centers for Disease Control and Prevention) of NRC employees and contractors diagnosed with COVID-19., refer for testing according to established NRC protocols, and provide facility access guidance.
- Determine exposure circumstances (internal/external) for individuals that meet the criteria for COVID-19 cases, trace and notify all known/identified close contacts of the affected individual.
- Maintain ongoing communication with individuals to ensure compliance with facility access requirements, workforce requirements, and handle reporting of issues that arise.
- Follow NRC provided scripts and adhere to NRC policies and procedures related to COVID-19.
- Comply with NRC training regarding confidential information related to personal information.
- Collect, record, and maintain information related to cases that meet the criteria for COVID-19 cases into the NRC's established data base system with accuracy.

- Provide approved information regarding facility access and workforce guidance for individuals that meet the criteria for COVID-19 cases, and if appropriate, refer testing according to protocol.
- Perform data entry on NRC's web-based platform and ensure data integrity.
- Notify via email the NRC Office of Administration, Division of Facilities and Security, Facilities and Space Management Branch when disinfection cleaning is required per NRC protocols.
- Communicate with various NRC staff and contractors while ensuring data confidentiality.

### **C.3.2 Public Health Emergency Program Support Tasks**

- The contractor shall: Support records management activities.
- Create, input data into, and maintain authorized office tracking systems, electronic spreadsheets, and other office electronic systems, including web-based documents and NRC webpages.
- Draft correspondence, memoranda, reports, presentation slides, and other necessary material utilizing Microsoft Office 365 applications or other automated systems.
- Prepare special or one-time reports, summaries, or replies to inquiries, selecting relevant information from a variety of sources such as reports, documents, and correspondence.
- Research and prepare briefing charts and other presentation materials.
- Weekly review of publications, regulations, and directives (i.e. Safer Federal Workforce Task Force or Center for Disease Control and Prevention and refer suggested changes to current NRC policies and protocols to NRC COR.
  - Contractor should refer suggested changes to include but not limited to:
    - Policies and procedures (mask wearing, testing, close contacts, etc)
    - Frequently Asked Questions on NRC COVID webpage
    - NRC COVID webpage

### **The contractor shall not perform any of the activities below, which are considered outside the scope of this contract:**

- Medical Surveillance
- Medical Assessments
- Medical Documentation
- Collection of Personally Identifiable Information (PII)

### **Dissemination of Information**

There shall be no dissemination, except within and between the contractor and any subcontractors (if applicable), of information developed under this contract or contained in the reports to be furnished pursuant to this contract without approval from the Contracting Officer's Representative (COR).

### **Kickoff Meeting**

The contractor shall be required to attend a kick-off meeting with the COR and the Contracting Officer (CO) within seven (7) calendar days of award. The purpose of the kickoff meeting will be to ensure that all parties involved have a common understanding of the goals and expected results, as defined in the contract.

### **Convene Status Meetings**

The contractor PM shall convene Contract Activity and Status Meeting(s) with the COR, and

other key government stakeholders at the COR's request. The purpose of this meeting is to ensure the COR is informed of ongoing tasks and the resolution of identified problems or opportunities.

#### **C.4 Estimated Labor Categories, Key Personnel and Levels of Efforts**

The contractor shall provide all resources necessary to accomplish the tasks and deliverables described in this Statement of Work (SOW).

##### **Program Analyst**

Tasks and responsibilities may include all the following, but not limited to:

- Serve as the contractor's primary point of contact with the NRC CO and COR;
- Provide guidance in support of the Contact Tracers;
- Make recommendation(s) regarding the development and maintenance of case information;
- Support program oversight and decision-making authority for case escalations and contract operations;
- Provide ongoing management (i.e., assessment and monitoring) of the individual case; and
- Provide contact tracing training for contact tracers.

##### **Contact Tracer**

Tasks and Responsibilities may include all the following, but not limited to:

- Gather information related to all cases that meet the criteria for COVID-19 cases;
- Document names and information;
- Trace cases for known/identified close contacts;
- Make notifications to close contacts;
- Provide approved information regarding facility access and workforce guidance for individuals that meet the criteria for COVID-19 cases; and
- Refer individuals to testing according to agency protocol.

##### **Additional Requirements for All Labor Categories**

- Experience using the following Microsoft applications; ability to communicate effectively both orally and in writing; and ability to "multi-task."
- The services performed under this contract may include frequent, direct contact with NRC personnel at all levels of the agency. The contractor shall ensure that contractor staff comply with the non-personal services requirement/section below.

##### **Non-Personal Services**

It is expressly agreed and understood that this is a non-personal services contract as defined in Federal Acquisition Regulation 37.101, under which the services performed by the contractor are rendered in its capacity as an independent contractor. The Government will evaluate the quality of the service provided but retains no control over the contractor's employees or agents. The contractor is solely liable for and shall expressly agree to indemnify the Government with respect to any liability producing acts or omissions by it or by its employees or agents.

##### **Staffing**

The contractor shall at all times maintain an adequate workforce for the uninterrupted performance of all tasks defined within this SOW. When hiring personnel, the contractor shall keep in mind that the stability, qualifications, and continuity of the workforce are essential to the successful fulfillment of the requirements of this Statement of Work. The Program Analyst should be able to support or backup the Contact Tracer.

Labor Categories, Requirements and Key Personnel. Personnel working under this contact/order shall meet the minimum requirements for experience and education, as follows

-  
-

Labor Category	Position Minimum Requirements	Key Personnel* (yes or no)
Contact Tracer	Related experience or customer service-oriented professionals with experience of frequently interacting with customers. Should have in-depth knowledge of CDC guidelines.	Yes
Program Analyst	Related customer service experience, knowledge and experience in using Microsoft Office, Adobe, good writing and organizational skills	Yes

**\*See NRCAR 2052.215-70, "Key Personnel"**

## **C.5 Security and Pre-Certification Requirements**

### **A. Completion of NRC IT Access or Security Clearance Application Materials and Tracking of Contract Status of Contractor Personnel IT Access or Security Clearances**

Contractor personnel working on this contract will require an IT II access. The contractor shall ensure each application package for NRC security access for contractor personnel is completed fully and accurately with all requested information.

### **B. Tracking Data on Contractor Personnel Pre-Certification Requirements:**

The contractor shall notify the COR via email for each contractor employee that is performing services under this contract, which identifies the date the following certifications were signed by the contractor person:

1. Non-personal Services Understanding;
2. General Confidentiality and Non-disclosure Agreement; and
3. Non-Disclosure Statement for Contractor Access to The NRC Agency-wide Documents Access and Management System (ADAMS) Form. The form will be provided upon award.

At the request of the COR, the contractor shall immediately provide a copy of the signed certifications for proof of the date signed. NRC reserves the right for the COR to add other certification requirements to this list which are required to be completed by contractor personnel that are given access to NRC information and/or systems.

## **C.6 Reporting Requirements**

### **C.6.1 Weekly Status Report**

The contractor shall provide a weekly status report summarizing the work performed and the results and conclusions under this contract.

The report shall include:

- Number of cases received
- Percent completed <24 hours
- Percent completed >24 hours
- Total Number of Cases Completed

This report will be used by the Government to assess the adequacy of the resources proposed by the contractor to accomplish the work contained in this SOW and provide status of contractor progress in achieving tasks and producing deliverables. The report shall include contract/order summary information, work completed during the specified period, milestone schedule information, problem resolution, and staff hour summary.

### **C.6.2 Management Operating Plan**

The Contractor shall develop and submit a Management Operating Plan with their proposal. which details the contractor's approach to customer service, including coverage due to absences', backfill capacity, work practices for successfully managing multiple concurrent activities; and an outline of their daily management strategy. After award the COR will provide comments/feedback to the Contractor. Within 15 days of award, the Contractor shall provide the revised/updated Management plan.

The Management Plan once approved will be incorporated into the contract.

### **C.7 List of Deliverables**

<b>Section #</b>	<b>Deliverable</b>	<b>Due Date</b>	<b>Format</b>	<b>Submit to</b>
C.6.1	Weekly Status Report	Weekly	Word Document	COR
C.6.2	Management Operating Plan	Within 15 days of contract award; and updated as needed	Word Document	CO/COR
C.15.1	Accessibility Conformance Report (ACR)	When new or updated information and communication technology ICT products, systems or applications are delivered, as applicable.	Word or Adobe PDF Document	CO/COR
C.15.2	Supplemental Accessibility Report (SAR)	When new or updated ICT products, systems or applications are delivered, as	Word Document	CO/COR

		applicable.		
C.15.3	ICT support documentation	When new or updated ICT products, systems or applications are delivered, as applicable.	Word or Adobe PDF Document	CO/COR
C.15.4	ICT Support Documentation (alternate formats)	Upon request, as applicable.	Various, as specified in section 602.4 of 36 CFR § 1194.	CO/COR
C.15.5	Document Accessibility Checklist	When tested documents are delivered, as applicable.	Word or Adobe PDF Document	CO/COR
C.15.6	Communication to ICT Users	When needed, as applicable	In accommodation with the communication needs of individuals with disabilities	ICT users

### **C.8 Required Training**

The contractor shall ensure that its personnel (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 staff's knowledge of IT threats, vulnerabilities, and associated countermeasures remains current. Both the initial and refresher IT security training courses generally last one hour or less and can be taken during the contractor employee's regularly scheduled workday at NRC.

Upon completion of each of the mandatory (which are typically annual) training courses required under this contract, the contractor shall ensure that its personnel provide a copy of their training certificate to the contractor as well as to the COR.

The contractor shall ensure that its personnel complete the following NRC-sponsored online training courses during his/her first week of performing services at NRC and as required thereafter:

1. NRC Computer Security Awareness Course
2. Information Security Awareness Course (INFOSEC)

NOTE: The NRC reserves the right for the COR to add other training courses which are sponsored by NRC and required to be completed by contractor personnel that are given access to NRC IT information and/or systems.

The NRC reserves the right to deny or withdraw contractor use or access to NRC IT equipment and/or systems, and/or take other appropriate contract administrative actions (e.g., disallow costs, terminate for cause, etc.) should the contractor not comply with its responsibility under

this clause.

### **C.9 Release of Publications**

Any documents generated by the contractor under this contract shall not be released for publication or dissemination without CO and COR's prior written approval.

### **C.10 Place of Performance**

The contractor shall perform services onsite at NRC Headquarters offices located in Rockville, MD, (or regional facility) and offsite at a location to be determined by the contractor, depending on the particular tasks to be performed. The performance of particular tasks onsite or offsite will be indicated by the SOW or by the COR.

Contact tracer – Remote position

Program Analyst – Onsite position. Partial telework may be available

### **C.11 Recognized Holidays**

*Contractor personnel shall not be required to perform onsite on the Federal holidays identified below. Contractor personnel shall comply with their company's policies and procedures regarding their work status on these days.*

New Year's Day	Labor Day
Martin Luther King Jr.'s Birthday	Columbus Day
President's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Juneteenth National Independence Day	Christmas Day
Independence Day	

### **C.12 Hours of Operation**

The contractor shall provide required support Monday through Friday from 8:00 a.m. – 4:45 p.m. local time 8-hour work day with an unpaid 45 min lunch), except Federal holidays.

When the Government facility is closed due to local or national emergencies, Executive Order, or similar Government directed facility closings teleworkers and telework ready positions are required to continue work.

### **C.13 Contractor Travel**

No travel required

### **C.14 Data Rights**

The NRC shall have unlimited rights to, and ownership of all deliverables provided under this contract/order, including reports, recommendations, briefings, work plans and all other deliverables. All documents and materials, to include the source codes of any software, produced under this contract/order are the property of the Government with all rights and privileges of ownership/copyright belonging exclusively to the Government. These documents and materials may not be used or sold by the contractor without prior written authorization from the CO. All materials supplied to the Government shall be the sole property of the Government and may not be used for any other purpose. This right does not abrogate any other Government rights.

FAR 52.227-14 shall be incorporated by reference.

## **C.15 Section 508 – Information and Communication Technology Accessibility**

### **C.15.1 Introduction**

In December 2000, the Architectural and Transportation Barriers Compliance Board (Access Board) pursuant to Section 508(2)(A) of the Rehabilitation Act Amendments of 1998, established electronic and information technology (EIT) accessibility standards for the federal government.

The Standards for Section 508 of the Rehabilitation Act (codified at [36 CFR § 1194](#)) were revised by the Access Board, published on January 18, 2017 and minor corrections were made on January 22, 2018, effective March 23, 2018.

The Revised 508 Standards have replaced the term EIT with information and communication technology (ICT). ICT is information technology (as defined in [40 U.S.C. 11101\(6\)](#)) and other equipment, systems, technologies, or processes, for which the principal function is the creation, manipulation, storage, display, receipt, or transmission of electronic data and information, as well as any associated content. Examples of ICT include but are not limited to: Computers and peripheral equipment; information kiosks and transaction machines; telecommunications equipment; customer premises equipment; multifunction office machines; software; applications; Web sites; videos; and, electronic documents.

The text of the Revised 508 Standards can be found in 36 CFR § 1194.1 and in Appendices A, C and D of 36 CFR § 1194 (at [https://www.ecfr.gov/cgi-bin/text-idx?SID=caeb8ddcea26ba5002c2eea047698e85&mc=true&tpl=/ecfrbrowse/Title36/36cfr1194/main\\_02.tpl](https://www.ecfr.gov/cgi-bin/text-idx?SID=caeb8ddcea26ba5002c2eea047698e85&mc=true&tpl=/ecfrbrowse/Title36/36cfr1194/main_02.tpl)).

### **C.15.2 General Requirements**

In order to help the NRC comply with Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794d)(Section 508), the Contractor shall ensure that its deliverables (both products and services) within the scope of this contract/order are

1. in conformance with, and
2. support the requirements of the Standards for Section 508 of the Rehabilitation Act, as set forth in Appendices A, C and D of 36 CFR § 1194.

### **C.15.3 Applicable Provisions of the Revised 508 Standards**

The following is an outline of the standards that identifies what provisions are always applicable and which ones may be applicable.

<b>Applicable to the Contract/Order?</b>	<b>Provision of 36 CFR Part 1194</b>
Yes	1) Revised 508 Standards
Yes	a) <a href="#">Appendix A to Part 1194 – Section 508 of the Rehabilitation Act: Application and Scoping Requirements</a>

Yes	i) 508 Chapter 1: Application and Administration - sets forth general application and administration provisions
Yes	ii) 508 Chapter 2: Scoping Requirements - containing scoping requirements (which, in turn, prescribe which ICT – and, in some cases, how many – must comply with the technical specifications)
Yes (as adjusted in the Exceptions section below)	(1) E202 General Exceptions
No (see the Other section below)	(2) E203.2 User Needs
Yes (as adjusted in the Accessibility of Electronic Content section below)	(3) E205 Electronic Content
See below	b) <a href="#">Appendix C to Part 1194 – Functional Performance Criteria and Technical Requirements</a>
Maybe	i) Chapter 3: Functional Performance Criteria – applies to ICT where required by 508 Chapter 2 (Scoping Requirements) and where otherwise referenced in any other chapter of the Revised 508 Standards
No	ii) Chapter 4: Hardware
No	iii) Chapter 5: Software
No	iv) Chapter 6: Support Documentation and Services (applicable to, but not limited to, help desks, call centers, training services, and automated self-service technical support)
Yes	v) Chapter 7: Referenced Standards - the standards referenced here apply to ICT where required by Section 508 Chapter 2 (Scoping Requirements) and where referenced in any other chapter of the Revised 508 Standards
Maybe (see the Legacy ICT section below)	2) <a href="#">Appendix D to Part 1194 – Electronic and Information Technology Accessibility Standards as Originally Published on December 21, 2000</a>

**Refer to 508 Chapter 2 (Scoping Requirements) first to confirm what provisions in Appendix C apply in a particular case.**

**Note: As required by E205 Electronic Content, any electronic content created or maintained by the contractor shall be Section 508 conformant (see C.17 below) if it is 1) public facing or 2) is communicated through on or more of the following:**

- An emergency notification;
- An initial or final decision adjudicating an administrative claim or proceeding;
- An internal or external program or policy announcement;
- A notice of benefits, program eligibility, employment opportunity, or personnel action;
- A formal acknowledgement of receipt;
- A survey questionnaire;
- A template or form;
- Educational or training materials; or

- Intranet content designed as a Web page.

**C.16 Applicable Publications (Current Editions)**

The contractor shall comply with the following applicable regulations, publications, manuals, and local policies and procedures:

NRC protocols for pandemic response ([Access to referenced sharepoint site will be provided upon award](#))

**C.17 PIV/Badge Requirements**

The contractor shall be required to return NRC issued Personal Identification Verification (PIV) cards/badges to the COR at the end of the contract period of performance. If a contractor voluntarily leaves the company, the badge must be returned on the employee's final day of employment. Once the badge is returned to the NRC, the contractor will no longer have access to NRC buildings, sensitive automated information technology systems or data. Additional information related to the returning of PIV badges can be found in [Management Directive 12.1](#), Section 5.

## **D - Packaging and Marking**

### **D.1 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 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 Office of the Chief Human Capital Officer (OCHCO), under Contract/order number 31310022C0039.

## **E - Inspection and Acceptance**

### **E.1 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: Refer to the Statement of Work, List of Deliverables.

### **E.2 52.246-6 INSPECTION - TIME-AND-MATERIAL AND LABOR-HOUR. (MAY 2001)**

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

*Contractor's managerial personnel* means any of the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of -

- (1) All or substantially all of the Contractor's business;
- (2) All or substantially all of the Contractor's operation at any one plant or separate location where the contract is being performed; or
- (3) A separate and complete major industrial operation connected with the performance of this contract.

*Materials* includes data when the contract does not include the Warranty of Data clause.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the material, fabricating methods, work, and services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. The Government may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspection or test on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) Unless otherwise specified in the contract, the Government shall accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they shall be presumed accepted 60 days after the date of delivery, unless accepted earlier.

(f) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, the Government may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (h) below, the cost of replacement or correction shall be determined under the Payments Under Time-and-Materials and Labor-Hour Contracts clause, but the *hourly rate* for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken.

(g)(1) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by the Government), the Government may -

(i) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or

(ii) Terminate this contract for default.

(2) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute.

(h) Notwithstanding paragraphs (f) and (g) above, the Government may at any time require the Contractor to remedy by correction or replacement, without cost to the Government, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to (1) fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel or (2) the conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.

(i) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.

(j) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.

(k) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property.

(End of clause)

## **F - Deliveries or Performance**

### **F.1 PLACE OF DELIVERY-REPORTS**

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

a. Contracting Officer's Representative (COR) (1 electronic copy) – Refer to section G.3 2052.215-71 CONTRACTING OFFICER REPRESENTATIVE AUTHORITY. (OCT 1999) for e-mail address information.

b. Contracting Officer (CO) (1 electronic copy) Margo Katzper, margo.katzper@nrc.gov

### **F.2 PERIOD OF PERFORMANCE ALTERNATE**

This contract shall commence on 11/01/2022 and will expire on 10/31/2023. The term of this contract may be extended at the option of the Government for an additional eight six-month option periods from 11/01/2023 - 10/31/2027.

**Base Period:** 11/01/2022 - 04/30/2023 (Exercised)

**Option Periods:**

Option Period 1: 05/01/2023 - 10/31/2023 (Exercised)

Option Period 2 11/01/2023 - 04/30/2024

Option Period 3: 05/01/2024 - 10/31/2024

Option Period 4: 11/01/2024 - 04/30/2025

Option Period 5: 05/01/2025 - 10/31/2025

Option Period 6 11/01/2025 - 04/30/2026

Option Period 7: 05/01/2026 - 10/31/2026

Option Period 8 11/01/2026 - 04/30/2027

Option Period 9: 05/01/2027 - 10/31/2027

The term of this contract may be extended at the option of the Government for an additional period not to exceed six months (FAR 52.217-8).

## **G - Contract Administration Data**

### **G.1 REGISTRATION IN FEDCONNECT® (MAY 2021)**

The Nuclear Regulatory Commission (NRC) uses Unison Software Inc.'s 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. Vendors/contractors shall use FedConnect for the submission of responses to solicitations, acknowledgment of receipt of award and modification documents; and may be required to submit monthly letter status reports and other deliverables through FedConnect as well. Please see Section C of this award for details regarding submission of deliverables.

Therefore, in order to do business with the NRC, vendors and contractors shall register to use FedConnect at <https://www.fedconnect.net/FedConnect>. The individual registering in FedConnect shall have authority to bind the vendor/contractor. There is no charge for using FedConnect. Assistance with FedConnect is provided by Unison, not the NRC. FedConnect contact and assistance information is provided on the FedConnect web site.

### **G.2 ELECTRONIC PAYMENT (DEC 2017)**

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 Transfer-System for Award Management."

To receive payment, the contractor shall prepare invoices in accordance with NRC's Billing Instructions. Claims shall be submitted through the Invoice Processing Platform (IPP) (<https://www.ipp.gov/>). Back up documentation shall be included as required by the NRC's Billing Instructions.

### **G.3 2052.215-71 CONTRACTING OFFICER REPRESENTATIVE AUTHORITY. (OCT 1999)**

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

COR: Nicole Goldsby  
[Nicole.Goldsby@nrc.gov](mailto:Nicole.Goldsby@nrc.gov)

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

- (1) Technical direction to the contractor which shifts work emphasis between areas of work or tasks, authorizes travel which was unanticipated in the Schedule (i.e., travel not contemplated in the Statement of Work (SOW) or changes to specific travel identified in the SOW), fills in details, or otherwise serves to accomplish the contractual SOW.
- (2) Provide advice and guidance to the contractor in the preparation of drawings, specifications, or technical portions of the work description.

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

(c) Technical direction must be within the general statement of work stated in the contract. The COR 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 COR or must be confirmed by the COR 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 COR in the manner prescribed by this clause and within the COR's authority under the provisions of this clause.

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

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

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

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

- (1) Monitor the contractor's technical progress, including surveillance and assessment of performance, and recommend to the contracting officer changes in requirements.
- (2) Assist the contractor in the resolution of technical problems encountered during performance.
- (3) Review all costs requested for reimbursement by the contractor and submit to the contracting officer recommendations for approval, disapproval, or suspension of payment for supplies and services required under this contract.
- (4) Assist the contractor in obtaining the badges for the contractor personnel.
- (5) Immediately notify the Security Branch, Division of Facilities and Security (SB/DFS) (via e-mail) when a contractor employee no longer requires access authorization and return of any NRC issued badge to SB/DFS within three days after their termination.
- (6) Ensure that all contractor employees that require access to classified Restricted Data or National Security Information or matter, access to sensitive unclassified information (Safeguards, Official Use Only, and Proprietary information) access to sensitive IT systems or data, unescorted access to NRC controlled buildings/space, or unescorted access to protected and vital areas of nuclear power plants receive approval of SB/DFS prior to access in accordance with Management Directive and Handbook 12.3.
- (7) For contracts for the design, development, maintenance or operation of Privacy Act Systems of Records, obtain from the contractor as part of closeout procedures, written certification that the contractor has returned to NRC, transferred to the successor contractor, or destroyed at the end of the contract in accordance with instructions provided by the NRC Systems Manager for Privacy Act Systems of Records, all records (electronic or paper) which were created, compiled, obtained or maintained under the contract.

(End of Clause)

## **H - Special Contract Requirements**

### **H.1 DETERMINATION OF MINIMUM WAGES AND FRINGE BENEFITS - SERVICE CONTRACT ACT**

#### **DETERMINATION OF MINIMUM WAGES AND FRINGE BENEFITS – SERVICE CONTRACT ACT (JUNE 2020)**

The Contractor is bound by the Wage Determination Number To be completed once personnel is identified and all subsequent revisions made under this Wage Determination Number, issued by the U.S. Department of Labor, in accordance with the Service Contract Act of 1965, as amended (41 U.S.C. 351). The Contractor is put on notice that after performance begins, the Contractor is responsible for paying employees at least the applicable wage determination rate, if one exists, for the place of performance. The Department of Labor strictly enforces the Service Contract Act for all employees covered by the Act.

The above referenced Wage Determination Number is for the To be completed once personnel is identified..

If the place of performance is other than this geographical area; and therefore changes this Wage Determination Number, the award will include the appropriate revised number, as necessary.

Service Contract Age Wage Determinations can be found at <http://www.wdol.gov/>.

### **H.2 SECURITY REQUIREMENTS FOR INFORMATION TECHNOLOGY LEVEL I OR LEVEL II ACCESS APPROVAL (JUL 2016)**

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 to 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 operation of agency sensitive information technology systems or data (IT Level I). The IT Level I involves responsibility for: (a) the planning, direction, and implementation of a computer security program; (b) major responsibility for the direction, planning, and design of a computer system, including hardware and software; (c) 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 (d) 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 favorable 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 contracts/orders at NRC) or more frequently in the event of noncontinuous performance under contracts/orders 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. The contractor individual's clearance status will thereafter be 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. Together, these furnish 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, 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 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. Together, these furnish 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, 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.3 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 at the end of each exercised period. 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.4 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.5 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.

## **H.6 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.7 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.

## **H.8 AWARD NOTIFICATION AND COMMITMENT OF PUBLIC FUNDS**

(a) All offerors will receive preaward and postaward notices in accordance with FAR 15.503.

(b) It is also brought to your attention that the contracting officer is the only individual who can legally obligate funds or commit the NRC to the expenditure of public funds in connection with this procurement. This means that unless provided in a contract document or specifically authorized by the contracting officer, NRC technical personnel may not issue contract modifications, give formal contractual commitments, or otherwise bind, commit, or obligate the NRC contractually. Informal unauthorized commitments, which do not obligate the NRC and do not entitle the contractor to payment, may include:

- (1) Encouraging a potential contractor to incur costs prior to receiving a contract;
- (2) Requesting or requiring a contractor to make changes under a contract without formal contract modifications;
- (3) Encouraging a contractor to incur costs under a cost-reimbursable contract in excess of those costs contractually allowable; and
- (4) Committing the Government to a course of action with regard to a potential contract, contract change, claim, or dispute.

#### **H.9 KEY PERSONNEL. (JAN 1993)**

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

To be completed after award

\*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.10 2052.204-70 SECURITY. (OCT 1999)**

**I - Contract Clauses**

**I.1 52.202-1 DEFINITIONS. (JUN 2020)**

**I.2 52.203-3 GRATUITIES. (APR 1984)**

**I.3 52.203-5 COVENANT AGAINST CONTINGENT FEES. (MAY 2014)**

**I.4 52.203-7 ANTI-KICKBACK PROCEDURES. (JUN 2020)**

**I.5 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY. (MAY 2014)**

**I.6 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY. (MAY 2014)**

**I.7 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS. (JUN 2020)**

**I.8 52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS. (JUN 2020)**

**I.9 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER. (MAY 2011)**

**I.10 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS. (JUN 2020)**

**I.11 52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE. (OCT 2018)**

**I.12 52.204-14 SERVICE CONTRACT REPORTING REQUIREMENTS. (OCT 2016)**

**I.13 52.204-18 COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE. (AUG 2020)**

**I.14 52.204-23 PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES. (NOV 2021)**

**I.15 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT. (NOV 2021)**

**I.16 52.209-10 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS. (NOV 2015)**

**I.17 52.215-2 AUDIT AND RECORDS - NEGOTIATION. (JUN 2020)**

**I.18 52.215-8 ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT. (OCT 1997)**

**I.19 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS. (OCT 2018)**

**I.20 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION. (SEP 2021)**

(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-*

(1) 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 (d) 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.

(2) *Affiliates*, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

(b) If the Contractor represented that it was any of the small business concerns identified in 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (f) of this clause or, if applicable, paragraph (h) of this clause, upon 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) If the Contractor represented that it was any of the small business concerns identified in 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (f) of this clause or, if applicable, paragraph (h) of this clause, when the Contracting Officer explicitly requires it for an order issued under a multiple-award contract.

(d) 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(s) assigned to this contract. The small business size standard corresponding to this NAICS code(s) can be found at <https://www.sba.gov/document/support--table-size-standards>.

(e) The small business size standard for a Contractor providing an end item that it does not manufacture, process, or produce itself, for a contract other than a construction or service contract, is 500 employees if the acquisition-

(1) Was set aside for small business and has a value above the simplified acquisition threshold;

(2) Used the HUBZone price evaluation preference regardless of dollar value, unless the Contractor waived the price evaluation preference; or

(3) Was an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(f) Except as provided in paragraph (h) of this clause, the Contractor shall make the representation(s) required by paragraph (b) and (c) 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, or with its offer for an order (see paragraph (c) of this clause), that the data have been validated or updated, and provide the date of the validation or update.

(g) 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 (f) or (h) of this clause.

(h) 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:

(1) The Contractor represents that it ☐ is, ☐ is not a small business concern under NAICS Code ☐ assigned to contract number ☐.

(2) *(Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.)* The Contractor represents that it [ ] is, [ ] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) *(Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.)* The Contractor represents that it [ ] is, [ ] is not a women-owned small business concern.

(4) Women-owned small business (WOSB) concern eligible under the WOSB Program. *(Complete only if the Contractor represented itself as a women-owned small business concern in paragraph (h)(3) of this clause.)* The Contractor represents that-

(i) It [ ] is, [ ] is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (h)(4)(i) of this clause is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. The Contractor shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: [ ]. Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(5) Economically disadvantaged women-owned small business (EDWOSB) concern. *(Complete only if the Contractor represented itself as a women-owned small business concern eligible under the WOSB Program in (h)(4) of this clause.)* The Contractor represents that-

(i) It [ ] is, [ ] is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (h)(5)(i) of this clause is accurate for each EDWOSB concern participating in the joint venture. The Contractor shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: [ ]. Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(6) *(Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.)* The Contractor represents that it [ ] is, [ ] is not a veteran-owned small business concern.

(7) *(Complete only if the Contractor represented itself as a veteran-owned small business concern in paragraph (h)(6) of this clause.)* The Contractor represents that it [ ] is, [ ] is not a service-disabled veteran-owned small business concern.

(8) *(Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.)* The Contractor represents that-

(i) It [ ] is, [ ] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR part 126; and

(ii) It [ ] is, [ ] is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (h)(8)(i) of this clause is accurate for each HUBZone small business concern participating in the HUBZone joint venture. The Contractor shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: [ ]. Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

[Contractor to sign and date and insert authorized signer's name and title.]

(End of clause)

**I.21 52.222-3 CONVICT LABOR. (JUN 2003)**

**I.22 52.222-21 PROHIBITION OF SEGREGATED FACILITIES. (APR 2015)**

**I.23 52.222-26 EQUAL OPPORTUNITY. (SEP 2016)**

**I.24 52.222-37 EMPLOYMENT REPORTS ON VETERANS. (JUN 2020)**

**I.25 52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT. (DEC 2010)**

**I.26 52.222-41 SERVICE CONTRACT LABOR STANDARDS. (AUG 2018)**

**I.27 52.222-43 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT LABOR STANDARDS-PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS). (AUG 2018)**

**I.28 52.222-50 COMBATING TRAFFICKING IN PERSONS. (NOV 2021)**

**I.29 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION. (MAY 2022)**

**I.30 52.223-6 DRUG-FREE WORKPLACE. (MAY 2001)**

**I.31 52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING. (JUN 2020)**

**I.32 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES. (FEB 2021)**

**I.33 52.227-14 RIGHTS IN DATA-GENERAL. (MAY 2014)**

**I.34 52.232-7 PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS. (NOV 2021)**

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

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

(i) Performed by the Contractor;

(ii) Performed by the subcontractors; or

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

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

(3) The hourly rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by employees that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.

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

(5) Vouchers may be submitted not more than once every two weeks, to the Contracting Officer or authorized representative. A small business concern may receive more frequent payments than every two weeks. The Contractor shall substantiate vouchers (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment and by-

(i) Individual daily job timekeeping records;

(ii) Records that verify the employees meet the qualifications for the labor categories specified in the contract; or

(iii) Other substantiation approved by the Contracting Officer.

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

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

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

(b) Materials. (1) For the purposes of this clause-

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

(ii) Materials means-

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

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

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

(D) Applicable indirect costs.

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

(i) Quantities being acquired; and

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

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

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

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

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

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

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

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

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

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

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

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

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

(c) If the Contractor enters into any subcontract that requires consent under the clause at 52.244-2, Subcontracts, without obtaining such consent, the Government is not required to reimburse the Contractor for any costs incurred under the subcontract prior

to the date the Contractor obtains the required consent. Any reimbursement of subcontract costs incurred prior to the date the consent was obtained shall be at the sole discretion of the Government.

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

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

(f) Audit. At any time before final payment under this contract, the Contracting Officer may request audit of the vouchers and supporting documentation. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding vouchers, that are found by the Contracting Officer or authorized representative not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. Upon receipt and approval of the voucher designated by the Contractor as the "completion voucher" and supporting documentation, and upon compliance by the Contractor with all terms of this contract (including, without limitation, terms relating to patents and the terms of paragraph (g) of this clause), the Government shall promptly pay any balance due the Contractor. The completion voucher, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 120 days (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

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

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

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

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

(h) Interim payments on contracts for other than services. (1) Interim payments made prior to the final payment under the contract are contract financing payments. Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act.

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

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

(End of Clause)

**I.35 52.232-17 INTEREST. (MAY 2014)**

**I.36 52.232-23 ASSIGNMENT OF CLAIMS. (MAY 2014)**

**I.37 52.232-24 PROHIBITION OF ASSIGNMENT OF CLAIMS. (MAY 2014)**

**I.38 52.232-25 PROMPT PAYMENT. (JAN 2017)**

**I.39 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER - SYSTEM FOR AWARD MANAGEMENT. (OCT 2018)**

**I.40 52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS. (JUN 2013)**

**I.41 52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS. (NOV 2021)**

**I.42 52.233-1 DISPUTES. (MAY 2014)**

**I.43 52.233-3 PROTEST AFTER AWARD. (AUG 1996)**

**I.44 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM. (OCT 2004)**

**I.45 52.242-3 PENALTIES FOR UNALLOWABLE COSTS. (SEP 2021)**

**I.46 52.242-13 BANKRUPTCY. (JUL 1995)**

**I.47 52.243-3 CHANGES - TIME-AND-MATERIALS OR LABOR-HOURS. (SEP 2000)**

**I.48 52.244-6 SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES. (JAN 2022)**

**I.49 52.246-25 LIMITATION OF LIABILITY - SERVICES. (FEB 1997)**

**I.50 52.249-6 TERMINATION (COST-REIMBURSEMENT). (MAY 2004) - ALTERNATE IV (SEP 1996)**

**I.51 52.249-14 EXCUSABLE DELAYS. (APR 1984)**

**I.52 52.253-1 COMPUTER GENERATED FORMS. (JAN 1991)**

**I.53 52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. (NOV 2021)**

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

*Backhaul* means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

*Covered foreign country* means The People's Republic of China.

*Covered telecommunications equipment or services* means-

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by

Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

*Critical technology means-*

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

*Interconnection arrangements* means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

*Reasonable inquiry* means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications

equipment or services used by the entity that excludes the need to include an internal or third-party audit.

*Roaming* means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

*Substantial or essential component* means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition.* (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing-

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) *Reporting requirement.* (1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established

procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products or commercial services.

(End of clause)

**I.54 52.217-7 OPTION FOR INCREASED QUANTITY - SEPARATELY PRICED LINE ITEM. (MAR 1989)**

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within 10 days of need. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

(End of clause)

**I.55 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 the term of the contract.

(End of clause)

**I.56 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 the term of the contract; 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 years and 6 months.

(End of clause)

**I.57 52.219-17 SECTION 8(A) AWARD. (OCT 2019)**

(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, delegates to the U.S. Nuclear Regulatory Commission (U.S. NRC) 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 U.S. NRC 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.

(End of clause)

**I.58 52.222-35 EQUAL OPPORTUNITY FOR VETERANS. (JUN 2020)**

(a) Definitions. As used in this clause-

"Active duty wartime or campaign badge veteran," "Armed Forces service medal veteran," "disabled veteran," "protected veteran," "qualified disabled veteran," and "recently separated veteran" have the meanings given at Federal Acquisition Regulation (FAR) 22.1301.

(b) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts valued at or above the threshold specified in FAR 22.1303(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

**I.59 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES. (JUN 2020)**

(a) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of the threshold specified in Federal Acquisition Regulation (FAR) 22.1408(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

**I.60 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES. (MAY 2014)**

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

*This Statement is for Information Only: It Is Not A Wage Determination*

<b>Employee class</b>	<b>Monetary wage - Fringe benefits</b>
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Refer to Wage Determination(s).

(End of clause)

**I.61 52.222-55 MINIMUM WAGES FOR CONTRACTOR WORKERS UNDER EXECUTIVE ORDER 14026. (JAN 2022)**

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

"United States" means the 50 states, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, and the outer Continental Shelf as defined in the Outer Continental Shelf Lands Act (43 U.S.C. 1331, *et seq.*).

"Worker"-

(1)(i) Means any person engaged in performing work on, or in connection with, a contract covered by Executive Order 14026, and-

(A) Whose wages under such contract are governed by the Fair Labor Standards Act (29 U.S.C. chapter 8), the Service Contract Labor Standards statute (41 U.S.C. chapter 67), or the Wage Rate Requirements (Construction) statute (40 U.S.C. chapter 31, subchapter IV);

(B) Other than individuals employed in a bona fide executive, administrative, or professional capacity, as those terms are defined in 29 CFR part 541; and

(C) Regardless of the contractual relationship alleged to exist between the individual and the employer.

(ii) Includes workers performing on, or in connection with, the contract whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(c).

(iii) Also includes any person working on, or in connection with, the contract and individually registered in a bona fide apprenticeship or training program registered with the Department of Labor's Employment

and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.

(2)(i) A worker performs on a contract if the worker directly performs the specific services called for by the contract; and

(ii) A worker performs in connection with a contract if the worker's work activities are necessary to the performance of a contract but are not the specific services called for by the contract.

(b) *Executive Order minimum wage rate.* (1) The Contractor shall pay to workers, while performing in the United States, and performing on, or in connection with, this contract, a minimum hourly wage rate of \$15.00 per hour beginning January 30, 2022.

(2) The Contractor shall adjust the minimum wage paid, if necessary, beginning January 1, 2023, and annually thereafter, to meet the applicable annual E.O. minimum wage. The Administrator of the Department of Labor's Wage and Hour Division (the Administrator) will publish annual determinations in the Federal Register no later than 90 days before the effective date of the new E.O. minimum wage rate. The Administrator will also publish the applicable E.O. minimum wage on <https://www.sam.gov> (or any successor Web site), and a general notice on all wage determinations issued under the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, that will provide information on the E.O. minimum wage and how to obtain annual updates. The applicable published E.O. minimum wage is incorporated by reference into this contract.

(3)(i) The Contractor may request a price adjustment only after the effective date of the new annual E.O. minimum wage determination. Prices will be adjusted only for increased labor costs (including subcontractor labor costs) as a result of an increase in the annual E.O. minimum wage, and for associated labor costs (including those for subcontractors). Associated labor costs shall include increases or decreases that result from changes in social security and unemployment taxes and workers' compensation insurance, but will not otherwise include any amount for general and administrative costs, overhead, or profit.

(ii) Subcontractors may be entitled to adjustments due to the new minimum wage, pursuant to paragraph (b)(2). Contractors shall consider any subcontractor requests for such price adjustment.

(iii) The Contracting Officer will not adjust the contract price under this clause for any costs other than those identified in paragraph (b)(3)(i) of this clause, and will not provide duplicate price adjustments with any price adjustment under clauses implementing the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute.

(4) The Contractor warrants that the prices in this contract do not include allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

(5) A pay period under this clause may not be longer than semi-monthly, but may be shorter to comply with any applicable law or other requirement under this contract establishing a shorter pay period. Workers shall be paid no later than one pay period following the end of the regular pay period in which such wages were earned or accrued.

(6) The Contractor shall pay, unconditionally to each worker, all wages due free and clear without subsequent rebate or kickback. The Contractor may make deductions that reduce a worker's wages below the E.O. minimum wage rate only if done in accordance with 29 CFR 23.230, Deductions.

(7) The Contractor shall not discharge any part of its minimum wage obligation under this clause by furnishing fringe benefits or, with respect to workers whose wages are governed by the Service Contract Labor Standards statute, the cash equivalent thereof.

(8) Nothing in this clause shall excuse the Contractor from compliance with any applicable Federal or State prevailing wage law or any applicable law or municipal ordinance or any applicable contract establishing a minimum wage higher than the E.O. 14026 minimum wage. However, wage increases under such other laws or municipal ordinances are not subject to price adjustment under this subpart.

(9) The Contractor shall pay the E.O. minimum wage rate whenever it is higher than any applicable collective bargaining agreement(s) wage rate.

(10) The Contractor shall follow the policies and procedures in 29 CFR 23.240(b) and 23.280 for treatment of workers engaged in an occupation in which they customarily and regularly receive more than \$30 a month in tips.

(c)(1) This clause applies to workers as defined in paragraph (a). As provided in that definition-

(i) Workers are covered regardless of the contractual relationship alleged to exist between the contractor or subcontractor and the worker;

(ii) Workers with disabilities whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(c) are covered; and

(iii) Workers who are registered in a bona fide apprenticeship program or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship, are covered.

(2) This clause does not apply to-

(i) Fair Labor Standards Act (FLSA)-covered individuals performing in connection with contracts covered by the E.O., *i.e.* those individuals who perform duties necessary to the performance of the contract, but who are not directly engaged in performing the specific work called for by the

contract, and who spend less than 20 percent of their hours worked in a particular workweek performing in connection with such contracts;

(ii) Individuals exempted from the minimum wage requirements of the FLSA under 29 U.S.C. 213(a) and 214(a) and (b), unless otherwise covered by the Service Contract Labor Standards statute, or the Wage Rate Requirements (Construction) statute. These individuals include but are not limited to-

(A) Learners, apprentices, or messengers whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(a);

(B) Students whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(b); and

(C) Those employed in a bona fide executive, administrative, or professional capacity (29 U.S.C. 213(a)(1) and 29 CFR part 541).

(d) *Notice.* The Contractor shall notify all workers performing work on, or in connection with, this contract of the applicable E.O. minimum wage rate under this clause. With respect to workers covered by the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, the Contractor may meet this requirement by posting, in a prominent and accessible place at the worksite, the applicable wage determination under those statutes. With respect to workers whose wages are governed by the FLSA, the Contractor shall post notice, utilizing the poster provided by the Administrator, which can be obtained at [www.dol.gov/agencies/whd/government-contracts](http://www.dol.gov/agencies/whd/government-contracts), in a prominent and accessible place at the worksite. Contractors that customarily post notices to workers electronically may post the notice electronically provided the electronic posting is displayed prominently on any Web site that is maintained by the contractor, whether external or internal, and customarily used for notices to workers about terms and conditions of employment.

(e) *Payroll Records.* (1) The Contractor shall make and maintain records, for three years after completion of the work, containing the following information for each worker:

(i) Name, address, and social security number;

(ii) The worker's occupation(s) or classification(s);

(iii) The rate or rates of wages paid;

(iv) The number of daily and weekly hours worked by each worker;

(v) Any deductions made; and

(vi) Total wages paid.

(2) The Contractor shall make records pursuant to paragraph (e)(1) of this clause available for inspection and transcription by authorized representatives of the

Administrator. The Contractor shall also make such records available upon request of the Contracting Officer.

(3) The Contractor shall make a copy of the contract available, as applicable, for inspection or transcription by authorized representatives of the Administrator.

(4) Failure to comply with this paragraph (e) shall be a violation of 29 CFR 23.260 and this contract. Upon direction of the Administrator or upon the Contracting Officer's own action, payment shall be withheld until such time as the noncompliance is corrected.

(5) Nothing in this clause limits or otherwise modifies the Contractor's payroll and recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, or any other applicable law.

(f) *Access.* The Contractor shall permit authorized representatives of the Administrator to conduct investigations, including interviewing workers at the worksite during normal working hours.

(g) *Withholding.* The Contracting Officer, upon his or her own action or upon written request of the Administrator, will withhold funds or cause funds to be withheld, from the Contractor under this or any other Federal contract with the same Contractor, sufficient to pay workers the full amount of wages required by this clause.

(h) *Disputes.* Department of Labor has set forth in 29 CFR 23.510, Disputes concerning contractor compliance, the procedures for resolving disputes concerning a contractor's compliance with Department of Labor regulations at 29 CFR part 23. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. These disputes include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the Department of Labor, or the workers or their representatives.

(i) *Antiretaliation.* The Contractor shall not discharge or in any other manner discriminate against any worker because such worker has filed any complaint or instituted or caused to be instituted any proceeding under or related to compliance with the E.O. or this clause, or has testified or is about to testify in any such proceeding.

(j) *Subcontractor compliance.* The Contractor is responsible for subcontractor compliance with the requirements of this clause and may be held liable for unpaid wages due subcontractor workers.

(k) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (k) in all subcontracts, regardless of dollar value, that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.

(End of clause)

## **I.62 52.244-2 SUBCONTRACTS. (JUN 2020)**

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

*Approved purchasing system* means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

*Consent to subcontract* means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

*Subcontract* means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.

(c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that-

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds-

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts: TBD

(e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting-

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason certified cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (b), (c), or (d) of this clause.

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination-

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations: TBD

(End of clause)

#### **I.63 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): <https://www.acquisition.gov/browse/index/far>

<https://www.nrc.gov/about-nrc/contracting/48cfr-ch20.html>

(End of clause)

**J - List of Documents, Exhibits and Other Attachments**

<b>Attachment Number</b>	<b>Title</b>	<b>Date</b>	<b>Number of Pages</b>
1	IPP Billing Instructions for Labor-Hour or Time-and-Materials Contracts	09/19/2022	7