

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

1. REQUISITION NO.

HR-07-717, 7/23/2007

PAGE 1 OF

16

2. CONTRACT NO.

NRC-38-07-717

3. AWARD/EFFECTIVE DATE

See Block 31c.

4. ORDER NO.

5. SOLICITATION NUMBER

0024

6. SOLICITATION ISSUE DATE

7. FOR SOLICITATION
INFORMATION CALL:

a. NAME

MONIQUE WILLIAMS

b. TELEPHONE NO. (No Collect Calls)

301-415-0250

8. OFFER DUE DATE/LOCAL
TIME

9. ISSUED BY

CODE

3100

U.S. Nuclear Regulatory Commission,
Div. of Contracts
Attn: Monique Williams
Mail Stop T-7-I-2
Washington, DC 20555

10. THIS ACQUISITION IS

☐ UNRESTRICTED OR

☒ SET ASIDE: 100 % FOR:

☐ SMALL BUSINESS

☐ EMERGING SMALL
BUSINESS

☐ HUBZONE SMALL
BUSINESS

☐ SERVICE-DISABLED VETERAN-
OWNED SMALL BUSINESS

☒ 8(A)

NAICS:
SIZE STANDARD:

11. DELIVERY FOR FOB DESTINA-
TION UNLESS BLOCK IS
MARKED

☐ SEE SCHEDULE

12. DISCOUNT TERMS

☐ 13a. THIS CONTRACT IS A
RATED ORDER UNDER
DPAS (15 CFR 700)

13b. RATING

N/A

14. METHOD OF SOLICITATION

☐ RFQ

☐ IFB

☒ RFP

15. DELIVER TO

CODE

U.S. Nuclear Regulatory Commission
11545 Rockville Pike

Rockville MD 20852

16. ADMINISTERED BY

CODE

3100

U.S. Nuclear Regulatory Commission
Div. of Contracts
Mail Stop T-7-I-2

Washington, DC 20555

17a. CONTRACTOR/OFFEROR

CODE 112636170

FACILITY CODE

ABACUS-N-BYTES, INC
TCS ASSOCIATES

11141 GEORGIA AVE STE 105

SILVER SPRING MD 209024655

TELEPHONE NO 301-942-9766

18a. PAYMENT WILL BE MADE BY

CODE 3100

U.S. Nuclear Regulatory Commission
Payment Team, Mail Stop T-7-I-2
Attn: (NRC-38-07-717)

Washington DC 20555

☐ 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED

☐ SEE ADDENDUM

19.
ITEM NO.

20. See CONTINUATION Page
SCHEDULE OF SUPPLIES/SERVICES

21.
QUANTITY

22.
UNIT

23.
UNIT PRICE

24.
AMOUNT

To provide qualified sign language interpreters that are certified and proficient in American Sign Language (ASL). The contractor is required to provide these interpreting services for NRC's employees for various events throughout the year for one to eight hours per day.

TCS Associates has completed the annual representations and certifications electronically via ORCA.GOV and they are incorporated by reference.

The Period of Performance is for one year base period and two option years. Type of contract is Requirements: Indefinite Delivery. Pricing Schedule:
Base Year (8/30/07-8/29/08) - \$69,549;
Option Year 1 (8/30/08-8/29/09) - \$73,698; and
Option Year 2 (8/30/09-8/29/10) - \$77,847

(Use Reverse and/or Attach Additional Sheets as Necessary)

SUBTOTAL

\$69,549.00

25. ACCOUNTING AND APPROPRIATION DATA See CONTINUATION Page
7-8415-5C1333, B8419, 252A, 31x0200
Obligate: \$10,000

26. TOTAL AWARD AMOUNT (For Govt. Use Only)

☐ 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA

☐ ARE ☐ ARE NOT ATTACHED.

☒ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA

☐ ARE ☒ ARE NOT ATTACHED

☒ 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 02 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED

☐ 29. AWARD OF CONTRACT: REF. OFFER DATED YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)

30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)
Donald A. King
Contracting Officer

31c. DATE SIGNED

AUTHORIZED FOR LOCAL REPRODUCTION

STANDARD FORM 1449 (REV. 3/2005)

TEMPLATE - ADM001

SUNSI REVIEW COMPLETE

SEP 26 2007

ADM002

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SECTION B - CONTINUATION BLOCK**B.1 CONSIDERATION AND OBLIGATION--DELIVERY ORDERS (JUN 1988)**

(a) The total estimated amount of this contract (ceiling) for the products/services ordered, delivered, and accepted under this contract is \$69,549. The Contracting Officer may unilaterally increase this amount as necessary for orders to be placed with the contractor during the contract period provided such orders are within any maximum ordering limitation prescribed under this contract.

(b) The amount presently obligated with respect to this contract is \$10,000. The Contracting Officer may issue orders for work up to the amount presently obligated. This obligated amount may be unilaterally increased from time to time by the Contracting Officer by written modification to this contract. The obligated amount shall, at no time, exceed the contract ceiling as specified in paragraph a above. When and if the amount(s) paid and payable to the Contractor hereunder shall equal the obligated amount, the Contractor shall not be obligated to continue performance of the work unless and until the Contracting Officer shall increase the amount obligated with respect to this contract. Any work undertaken by the Contractor in excess of the obligated amount specified above is done so at the Contractor's sole risk.

B.2 ORDERING PROCEDURES (MAY 1991)

(a) In addition to the contracting officer, contract administrator, and project officer, the following individuals are authorized to issue delivery orders under this contract:

Mr. Reinaldo Picon-Colon

(b) All delivery orders shall be prepared in accordance with FAR 16.506 and may be issued in writing, orally, or by written telecommunications.

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

This contract shall commence on August 30, 2007 and will expire on August 29, 2008. The term of this contract may be extended at the option of the Government for an additional two years.

B.5 DELIVERY SCHEDULE

The NRC Project Officer will notify the contractor of an interpreting service requirement at least five working days prior to the event/meeting.

B.6 STATEMENT OF WORK

STATEMENT OF WORK FOR SIGN LANGUAGE AND INTERPRETING SERVICES

1. Introduction

1.1. Background

The U.S. Nuclear Regulatory Commission's (NRC) mission is to regulate the Nation's civilian use of byproduct, source, and special nuclear materials to ensure adequate protection of public health and safety, to promote the common defense and security, and to protect the environment.

The NRC, Office of Human Resources (HR) is responsible for providing interpreting sign language services to meet the communication needs of Deaf and Hard of Hearing (D/HH) NRC employees for events such as work related meetings, training sessions, workshops, classroom settings, lunch-n-learn sessions, discussions on work related procedures, policies and assignments, disciplinary actions, conferences, and other special occasions as requested with two or more employees.

Sign language service is a private sector support help which provides other organizations with specific interpreting services performed by its pool of interpreters. The interpreters possess the appropriate sign language skills¹ to ensure that D/HH persons have equal access to NRC work environment.

1.2. Scope of Work

HR intends to provide sign language interpreters to two or more NRC employees. HR requires contractor support for this service.

1.3. Objective

The objective of this contract is to obtain contractor support for sign language interpreting services for NRC's employees for various events throughout the year for a maximum of eight hours a day, but normally will last an average one to two hours. In addition, the contractor shall provide sign language services for unscheduled events. When services required are above two hours, then two interpreters are required.

1.4. Skill Requirements

All contractor employees provided under this contract shall be U. S. Citizens and shall be fluent in American Sign Language (ASL). The contractor shall provide ASL certified interpreters that meet the minimum skill requirements identified below. A qualified interpreter is a person who may have a college degree in an interpreting related field, with at least three years of current interpreting work experience. If the interpreter has no college degree, he/she shall have at least five years of current interpreting work experience. A person may also be considered qualified if he/she is certified through screening as recognized by the National Registry of Interpreters for the Deaf (RID) and/or the National Association for the Deaf (NAD) (levels 4 or 5 only). Basic interpreting services, include, but are not limited to, sign language, oral, tactile, close-vision, deaf interpreting,

¹ Interpreting skills in American Sign Language (ASL) are required. ASL is a visual language comprised of specific gestures (signs), hand shapes and facial expressions.

and cued speech. Qualified interpreters must meet the following minimum knowledge, skills, and abilities:

- a. Fluency of sign language on the entire sign language continuum to effectively facilitate communication between D/HH employees and hearing employees;
- b. Ability to perform at least one of the following:
 - (1) Cued speech;
 - (2) Deaf interpreting,
 - (3) Oral transliteration,
 - (4) Tactile, and
 - (5) Close-vision,
- c. Ability to interpret in a variety of settings, including those that require specialized, technical, legal, scientific, medical, library, and information technology vocabulary, and familiarity with government vernaculars;
- d. Ability to keep pace with communications in conferences, meetings, seminars, training classes, etc;
- e. Ability to voice interpret when a D/HH person's speech is not easily understood;
- f. Ability to abstract, select and highlight within context when dealing with complicated concepts, idioms, etc;
- g. Practicing knowledge of and adherence to the RID and/or NAD Code of Ethics;
- h. Knowledge of the diversity of cultures within the D/HH community to effectively work as an interpreter;
- i. Knowledge and skill to prepare for each interpreting assignment including the knowledge needed to assist in setting up an environment that is conducive to meeting the communication needs of both the hearing and deaf client;
- j. Ability to effectively assess the language needs of the deaf client; and,
- k. Ability to apply the analytical skills necessary to determine which communication modes the deaf client is utilizing.

2. Statement of Work

2.1. Location of Performance

All duties shall be performed primarily at the NRC Headquarters in Rockville, Maryland. The contractor shall be responsible for providing interpreting services described herein at the following NRC² locations:

One White Flint North (OWFN)
11555 Rockville Pike
Rockville, Maryland 20852-2738

Two White Flint North (TWFN)
11545 Rockville Pike
Rockville, Maryland 20852-2738

Professional Development Center (PDC)
Bethesda Gateway Building
7201 Wisconsin Ave, Suite 425
Bethesda, MD 20814-4810

Executive Boulevard Building (EBB)
6003 Executive Boulevard
Rockville, MD 20852

NRC business hours are 8:00 a.m. to 5:00 p.m. except weekends and Federal holidays.

2.2. NRC Responsibilities

HR will provide the Interpreters with any instructions and access to NRC locations, as needed to complete the tasks outlined in this statement of work. HR is responsible for resolving internal situations that affect a sign language interpreter request.

2.3. Contractor Responsibility

The contractor shall provide qualified personnel and shall provide certification of American Sign Language

² There are exceptions when some events may be held in other locations outside the Washington, DC Metropolitan Area.

(ASL) proficiency.

2.3.1. Requirements

- **LENGTH OF SERVICE:** For services that require two interpreters due to the event lasting over two hours, each interpreter will alternate every twenty minutes.
- **ESCORT:** Due to strict security procedures at NRC, interpreters will be escorted from the front desk to the meeting room; from the meeting room to the lobby for breaks, lunch and when the services have been completed.
- **REPORTING TIME:** Interpreter must arrive at least 20 minutes prior to the starting time to allow time to pass through the security checkpoint in the lobby.
- **BADGE:** While on duty at NRC, interpreters will be expected to wear their Visitor/Contractor badge at all times in a visible location.
- **EMERGENCY:** During an unexpected emergency or fire drill, the interpreter will stay with the D/HH until other arrangements are in place.
- **DRESS CODE:** Interpreters shall dress appropriately for a professional office environment when performing work under this contract.
- **TRANSPORTATION:** To and from the work site (unless provided by the employee), and any other items directly related to employment.

2.4. Required Response Time to Requests

The NRC plans to notify the contractor of an interpreting service requirement at least five working days prior to the event/meeting. The requests will include a description of the event/meeting, location, planned duration, and recommended interpreter (if requested). All requests received five working days prior to an event/meeting must be filled and confirmed within two working day of receipt of request. Any requests received with less than five working days advanced notice should be filled according to the Performance Standard. If interpreters are required to report to the NRC within 24 hours, the contractor shall make a good faith effort to provide such services.

2.5. Payment

For any request that is provided for interpreting services, the NRC will pay a minimum of two hours for the interpreter's time.

2.5.1. Cancellation of Service Requested by NRC

- More than three (>3) full business days prior to a scheduled event date:
 - No payment will be made.
- More than two (>2) but less than three (<3) full business days prior to a scheduled event date:
 - Payment will be made a rate of 2/3 of the cost of the service.
- Less than two (<2) full business days prior to a scheduled event date:
 - Full payment will be made.

3. Contract Type

The contract type is anticipated to be a requirements contract: An indefinite delivery type contract that provides for filling all actual purchase requirements of specific supplies or services of designated activities during a specified contract period with deliveries to be scheduled by the timely placement of orders upon the contractor. This contract has one year base period with options for two one-year options.

4. Placement of Orders

At a minimum, the contractor shall be able to receive delivery orders³ between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday. Delivery order may be placed telephonically or by e-mail by the Project Officer, or authorized representatives. All delivery orders will include the following information:

- ♦ E-mail Subject
- ♦ Date of Request
- ♦ Date of Event
- ♦ Time of Event
- ♦ Name of Event
- ♦ # Interpreters Needed
- ♦ Location of Event
- ♦ Client's Name / Phone / E-mail
- ♦ Client's Supervisor Name / Phone / E-mail
- ♦ NRC Project Officer's Name / Phone / E-mail
- ♦ Instructions
- ♦ Financial Control Number

5. List of Acronyms

YMP - Yucca Mountain Plan
NMSS - Nuclear Materials Safety and Safeguards
HLWRS - High Level Waste Repository Safety
LSN - Licensing Support Network
CNWRA - Center for Nuclear Waste Regulatory Analyses
OGC - Office of General Counsel
EIS - Environmental Impact Statement

³ Sample Delivery Order: Attachment #1

ATTACHMENT #1: Delivery Order Sample

Delivery Order sent by e-mail will include the following information:

E-MAIL SUBJECT: DELIVERY ORDER:
Sign Language Interpreter, mm/dd/yyyy, hh:mm - hh:mm (total hours)

REQUEST DATE: mm/dd/yyyy. (This information is already in the heading of the e-mail.)

EVENT DATE: mm/dd/yyyy

TIME: hh:mm - hh:mm (total hours)

LOCATION: U.S. Nuclear Regulatory Commission (NRC)
One White Flint
Room: TBD
11555 Rockville Pike
Rockville, Maryland 20852-2738

CLIENT: Alicia Mullins, 301-514-4406 (m) or 301-415-1224 (w), AXM7@nrc.gov
Paul W. Gallien, 301-415-5610 (w), PWG@nrc.gov

CLIENT'S SUPERVISOR:
Rani L. Franovich, 301-415-1868 (w), RLF2@nrc.gov
Anna T. McGowan, 301-415-7204 (w), AXM10@nrc.gov

EVENT: Meeting, Performance Appraisal Review

NUMBER OF INTERPRETERS:
One (1)

NRC PROJECT OFFICER:
Rey Picón-Colón, 301-415-6931, RXP1@nrc.gov

DIRECTIONS:
* NRC headquarters is a two-building complex located at the corner of Rockville Pike and Marinelli Road. Across the street on Marinelli Road is the White Flint Metro Station (2 min walk). Across the street on Rockville Pike is a McDonald's fast food restaurant.

* Please arrive at least 20 minutes early. You must pass through the security checkpoint in the lobby. Once you get into the building, go to the guard station.

* Please call Alicia Mullins @ 301-514-4406 (m) or 301-415-1224 (w). She will pick up the interpreter in the Lobby of ONE WHITE FLINT.

SECTION C - CONTRACT CLAUSES

52.204-7
52.228-5

CENTRAL CONTRACTOR REGISTRATION
INSURANCE--WORK ON A GOVERNMENT
INSTALLATION

JUL 2006
JAN 1997

C.1 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JUNE 2007)

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

☐ (1) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

☐ (2) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78)

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

☒ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

☐ (2) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).

☐ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (July 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

☐ (4) Reserved]

☒ (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (June 2003) (15 U.S.C. 644).

☐ (ii) Alternate I (Oct 1995) of 52.219-6.

☐ (iii) Alternate II (Mar 2004) of 52.219-6.

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

☐ (ii) Alternate I (Oct 1995) of 52.219-7.

☐ (iii) Alternate II (Mar 2004) of 52.219-7.

☒ (7) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).

☐ (8)(i) 52.219-9, Small Business Subcontracting Plan (Sept 2006) (15 U.S.C. 637(d)(4)).

☐ (ii) Alternate I (Oct 2001) of 52.219-9.

☐ (iii) Alternate II (Oct 2001) of 52.219-9.

- ☒ (9) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).
- ☐ (10) 52.219-16, Liquidated Damages--Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ☐ (11)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Sept 2005) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- ☐ (ii) Alternate I (June 2003) of 52.219-23.
- ☐ (12) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (Oct 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ☒ (13) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ☐ (14) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).
- ☒ (15) 52.219-28, Post Award Small Business Program Rerepresentation (June 2007) (15 U.S.C. 632(a)(2)).
- ☒ (16) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- ☐ (17) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Jan 2006) (E.O. 13126).
- ☒ (18) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- ☒ (19) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- ☒ (20) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).
- ☒ (21) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).
- ☐ (22) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).
- ☒ (23) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).
- ☐ (24)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Aug 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).
- ☐ (ii) Alternate I (Aug 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- ☒ (25) 52.225-1, Buy American Act--Supplies (June 2003) (41 U.S.C. 10a-10d).
- ☐ (26)(i) 52.225-3, Buy American Act--Free Trade Agreements-- Israeli Trade Act (Nov 2006) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L 108-77, 108-78, 108-286, 109-53 and 109-169).
- ☐ (ii) Alternate I (Jan 2004) of 52.225-3.
- ☐ (iii) Alternate II (Jan 2004) of 52.225-3.

☐ (27) 52.225-5, Trade Agreements (Nov 2006) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

☒ (28) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2006) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

☐ (29) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (42 U.S.C. 5150).

☐ (30) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (42 U.S.C. 5150).

☒ (31) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

☐ (32) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

☒ (33) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

☐ (34) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

☐ (35) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).

☐ (36) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

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

☐ (ii) Alternate I (Apr 2003) of 52.247-64.

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

☒ (1) 52.222-41, Service Contract Act of 1965, as Amended (July 2005) (41 U.S.C. 351, et seq.).

☒ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

☒ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (Nov 2006) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

☐ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Feb 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

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

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

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

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

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

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965, as Amended (July 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

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

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

C.2 52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the effective date of the contract through August 29, 2008.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

C.3 52.216-19 ORDER LIMITATIONS (OCT 1995)

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

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

(1) Any order for a single item in excess of 8 hours;

(2) Any order for a combination of items in excess of 8 hours; or

(3) A series of orders from the same ordering office within 3 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

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

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 3 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

C.4 52.216-21 REQUIREMENTS (OCT 1995)

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

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

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

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

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

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after August 26, 2008 or if the option periods are exercised past.

C.5 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 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 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 3 years.

C.6 52.219-17 SECTION 8(a) AWARD (DEC 1996)

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

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

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

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

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

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

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

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

C.7 2052.215-71 PROJECT OFFICER AUTHORITY (NOVEMBER 2006)

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

Name: Reinaldo Picon-Colon

Address: U.S. Nuclear Regulatory Commission
Office of Human Resources, GW5A06
Washington, DC 20555-0001

Telephone Number: (301) 492-2272

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

(1) Technical direction to the contractor which shifts work emphasis between areas of work or tasks, authorizes travel which was unanticipated in the Schedule (i.e., travel not contemplated in the Statement of Work (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 project officer does not have the authority to and may not issue any technical direction which:

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

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

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

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

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

(d) All technical directions must be issued in writing by the project officer or must be confirmed by the project officer in writing within ten (10) working days after verbal issuance. A copy of the written direction must be

furnished to the contracting officer. A copy of NRC Form 445, Request for Approval of Official Foreign Travel, which has received final approval from the NRC must be furnished to the contracting officer.

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

(f) If, in the opinion of the contractor, any instruction or direction issued by the project officer is within one of the categories 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 project officer may result in an unnecessary delay in the contractor's performance and may even result in the contractor expending funds for unallowable costs under the contract.

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

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

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

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

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

(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.

C.8 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

<http://www.arnet.gov/far>