

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NO. OIS-07-360		PAGE 1 OF 37																																																	
2. CONTRACT NO. NRC-33-07-365		3. AWARD/EFFECTIVE DATE SEP 28 2007		4. ORDER NO.		5. SOLICITATION NUMBER																																																	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME ANTHONY BRIGGS		b. TELEPHONE NO. (No Collect Calls) 301-415-6525		6. SOLICITATION ISSUE DATE 05-24-2007																																																	
9. ISSUED BY U.S. Nuclear Regulatory Commission Div. of Contracts Attn: Jaye Seay, MS T-7-I-2 Mail Stop T-7-I-2 Washington, DC 20555				10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> EMERGING SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input checked="" type="checkbox"/> 8(A) NAICS: 238210 SIZE STANDARD: \$13.0 million																																																			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS Net 30 Days		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING N/A																																																	
15. DELIVER TO U.S. Nuclear Regulatory Commission Office of Information Services Attn: George Lopez Mail Stop: T-5-D-14 Washington DC 20555				16. ADMINISTERED BY U.S. Nuclear Regulatory Commission Division of Contracts Contract Management Branch #3 Mail Stop: T-7-I-2 Washington, DC 20555																																																			
17a. CONTRACTOR/OFFEROR CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY U.S. Nuclear Regulatory Commission Division of Contracts, Mail Stop T-7-I-2 Attn: NRC-33-07-360 Washington DC 20555																																																			
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<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="width: 8%;">19. ITEM NO.</th> <th style="width: 42%;">20. See CONTINUATION Page SCHEDULE OF SUPPLIES/SERVICES</th> <th style="width: 10%;">21. QUANTITY</th> <th style="width: 10%;">22. UNIT</th> <th style="width: 10%;">23. UNIT PRICE</th> <th style="width: 10%;">24. AMOUNT</th> </tr> <tr> <td></td> <td>DUNS No. - 015588101</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td>Attachments: (1) Billing Instructions</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>1</td> <td>Polycom VSX8000 Appliance Based Video CODEC or equivalent including installation, testing and training.</td> <td></td> <td></td> <td></td> <td>\$104,588.22</td> </tr> <tr> <td>2</td> <td>42" or greater LCD display monitors with HDMI, componen-video, S-Video, composite-video, RF and 15-pin VGA (1520 x 1,080 resolution) inputs, stereo audio, and digital optical audio output including testing and installation.</td> <td></td> <td></td> <td></td> <td>\$27,167.58</td> </tr> <tr> <td>3</td> <td>Ceiling Boundary Microphone/Speaker Audio Mixing Subsystem including testing and installation.</td> <td></td> <td></td> <td></td> <td>\$32,291.43</td> </tr> <tr> <td colspan="6">PLEASE SEE CONTINUATION PAGE</td> </tr> <tr> <td colspan="6" style="text-align: center;">(Use Reverse and/or Attach Additional Sheets as Necessary)</td> </tr> </table>								19. ITEM NO.	20. See CONTINUATION Page SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT		DUNS No. - 015588101						Attachments: (1) Billing Instructions					1	Polycom VSX8000 Appliance Based Video CODEC or equivalent including installation, testing and training.				\$104,588.22	2	42" or greater LCD display monitors with HDMI, componen-video, S-Video, composite-video, RF and 15-pin VGA (1520 x 1,080 resolution) inputs, stereo audio, and digital optical audio output including testing and installation.				\$27,167.58	3	Ceiling Boundary Microphone/Speaker Audio Mixing Subsystem including testing and installation.				\$32,291.43	PLEASE SEE CONTINUATION PAGE						(Use Reverse and/or Attach Additional Sheets as Necessary)					
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ACCOUNTING AND APPROPRIATION DATA See CONTINUATION Page B.B&P#: 710-15-5E2-334 JC#: J1148 BOC#: 252A APPRO#: 31X0200.710 FFS#: 10770685C Obligate: \$358,658.25				26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$358,658.25																																																			
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.																																																							
27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED																																																							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 2 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. Proposal SF 1449 OFFER DATED 9/26/07 YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:																																																			
a. SIGNATURE OF OFFEROR/CONTRACTOR				30a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)																																																			
b. NAME AND TITLE OF SIGNER				31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)																																																			
30c. DATE SIGNED				31c. DATE SIGNED																																																			

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
4	Audio conference speakerphone with external microphones.				\$7,906.64
5	Draper Corp., "Envoy" model motorized drop down display screens or equivalent including installation.				\$2,326.83
6	Ceiling mounted XGA/DLP projector, Mitsubishi Model XD490U or equivalent including installation and testing.				\$36,736.72
7	Installation, Set-up, Testing and Training with estimated				\$123,507.00
8	One-year warranty for maintenance (labor and parts) on all hardware and software beginning one day after expiration of standard warranty.				\$42,532.67
	Contractor, Intelligent Information Technology Solutions, LLC, applies a 5.5% discount on equipment and installation as follows				(-18,398.84)
	TOTAL COST AND WARRANTY				\$358,658.25

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
33. SHIP NUMBER		34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL
37. CHECK NUMBER				
38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER	40. PAID BY	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT			42a. RECEIVED BY (Print)	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER			42b. RECEIVED AT (Location)	
41c. DATE			42c. DATE REC'D (YY/MM/DD)	
			42d. TOTAL CONTAINERS	

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SECTION B - CONTINUATION BLOCK

B.1 PROJECT TITLE

The title of this project is as follows:

AUDIO VISUAL AND VIDEO CONFERENCE SYSTEMS FOR EXECUTIVE BLVD.

B.2 BRIEF DESCRIPTION OF WORK (MAR 1987) ALTERNATE 1 (JUN 1988)

(a) Brief description of work:

The contractor shall procure and install "turn-key" integrated audio/visual and videoconferencing systems for NMSS offices located at 6003 Executive Blvd., Rockville, MD accordance with the statement of work (see section B).

(b) Orders will be issued for work required by the NRC in accordance with 52.216-18 - Ordering. Only Contracting Officers of the NRC or other individuals specifically authorized under this contract may authorize the initiation of work under this contract. The provisions of this contract shall govern all orders issued hereunder.

B.3 STATEMENT OF WORK

1. INTRODUCTION

The United States Nuclear Regulatory Commission (NRC) is a federally mandated agency whose primary mission is to regulate the commercial use of nuclear materials within the United States. The NRC provides licensing and regulation of nuclear reactors and industrial research use of nuclear materials, and the possession, use, processing, handling, and disposal of nuclear materials.

The Office of Nuclear Materials Safety and Safeguards (NMSS) is responsible for regulating activities which provide for the safe and secure production of nuclear fuel used in commercial nuclear reactors; the safe storage, transportation and disposal of high-level radioactive waste and spent nuclear fuel; and the transportation of radioactive materials regulated under the Atomic Energy Act.

2. SCOPE

The contractor shall procure and install "turn-key" integrated audio/visual (AV) and videoconferencing (VTC) systems for NMSS offices located at 6003 Executive Blvd, Rockville, MD. 20852.

AV/VTC systems shall be provided in specific conference rooms incorporating the latest commercial-off-the-shelf technology to support permanently installed and mobile audio and

visual equipment including and functionality including but not limited to, video/data projectors and screens, flat panel displays, document cameras, video cameras, AV recording devices, amplifiers, mixers, and cable TV/satellite feeds.

Depending on the size and use of the conference room, key features shall include but are not limited to:

- (a) Ceiling mounted XGA/DLP projectors
- (b) Motorized drop down display screens i
- (c) Polycom VSX8000 CODEC Systems or equivalent to support Unclassified Videoconferencing including but not limited to the following features:
 - New VSX8000 Appliance Based Video CODEC
 - 6 Site Internal Multipoint Capability
 - Polycom PROMOTION 60 Fields/Frames Per Second
 - Dual Monitor Capability
 - 1024 X 768 XGA Native Graphics Resolution
 - People and Content (Dual Real-time Live Video and Simultaneous Live Graphics)
 - SIREN 14 Audio (14Khz CD Quality Audio)
 - H.264 Low Speed Compression Algorithm
 - H.239 High Resolution Graphics Algorithm
 - Video Steaming Capability
 - Quad BRI Network Interface
 - On demand selection and presentation control of a minimum of (1) laptop or desktop computer for local or far end VTC presentation
 - Dual LCD display monitors appropriately sized for each room with HDMI, component- video, S-Video, composite-video, RF and 15-pin VGA input (1,920x1,080 resolution) inputs. Stereo audio outputs and a digital optical audio output must also be provided
- (d) Ceiling Boundary Microphone/Speaker Audio Mixing Subsystem that will provide total voice lift for all participants seated in each Conference Room Audio conference speakerphone with external microphones
- (e) Ability to interface with and support installed Government Furnished Equipment (GFE) including, but not limited to, personal computers (PCs), external inputs from the existing LAN, and projection of video teleconferencing sessions

- (f) Furniture systems interface integration using Nucraft Corp. (www.nucraft.com) conference table technology access bay housing

3.0 GENERAL REQUIREMENTS

3.1 The contractor shall comply with the following general requirements:

Use of off-the-shelf equipment: The products procured by the contractor shall be in current production and represent tested and announced hardware and software.

Completeness: All software shall be provided in media compatible with the intended system devices. The equipment hardware and software specified herein shall be fully functional when installed.

Manuals: The contractor shall provide copies of manuals related to the installation, configuration, and operations of the equipment acquired under this contract.

Warranties: The contractor shall warrant successful operations of supplied equipment and software for standard warranty period beginning the day of equipment acceptance. Acceptance will be mutually agreed upon by the contractor and the Government and will be documented in written format. The contractor shall furnish an extended warranty for maintenance (labor and parts) on all hardware and software for a period of one year beginning one day after the expiration of the standard warranty period.

3.2 Technical Requirements

3.2.1 System Procurement:

The contractor shall procure all of the required hardware and software identified in the System Design and Procurement Plan upon Government approval.

3.2.2 System Integration

3.2.2.1 The contractor shall integrate system components off-site to the maximum extent possible. When the systems/subsystems are ready for installation and programming, the contractor shall coordinate with the Program Officer to determine the installation schedule.

3.2.2.2 The VTC system shall be integrated with the existing services to allow the inclusion of local cable, satellite, and Government generated programming into a video conference or for general viewing using the system monitor(s) as a means to view the programming without the initialization of a VTC session.

3.2.2.3 The VTC system shall be capable of accepting computer generated presentations presentations/applications for sharing with remote users during a VTC session; i.e. Power Point presentations, application sharing, etc. that will accept the output of a standard personal computer video port. The system must be able to automatically sense and accept resolution rates from 640 x 480 pixels up to and including 1024 x 768 pixels.

3.2.2.4 The system shall be capable of being used as an audio teleconferencing unit for the

purposes of conducting audio only conferences. The system shall perform this function without the use of additional microphones or speakers. This shall be an integrated feature of the system and shall be controlled by means of a "universal" system controller (USC). Additionally, both audio and video teleconferencing should be able to run simultaneously using the same speakers and microphones.

3.2.2.5 The system shall possess a USC that controls all of the functions as required under this specification; i.e. VTC, audio teleconferencing, reception of broadband video feeds, display of computer generated graphics, etc. The USC may be of the infrared type or may be hardwired to the system. This is a negotiable item and the Government requests the contractor's expertise before a decision is made.

3.2.2.6 All functions of the system shall be fully pre-cabled to allow operability of the system without cabling or connection changes prior to the use of specific functions.

3.2.2.7 The Contractor shall evaluate, repair and upgrade as needed to make operational an existing Accord Multipoint Control Unit, model MGC-25, s/n 30175.

3.2.3 System Installation

3.2.3.1 The contractor shall deliver and inventory the system at the designated installation location.

3.2.3.2 The contractor shall install the system at the designated location in a professional manner consistent with industry standard practices.

3.2.3.3 The Government will conduct a physical inspection of the system to determine the completeness and professionalism of the installation. The Government may, upon delivery, reject any unit which is incompatible or damaged.

3.2.3.4 The system will be installed in the designated Government location without making physical changes to the room's dimensions, door locations, etc.

3.2.4 System Test and Acceptance

The system shall be tested, final site specific documentation prepared (including test results), and provided to the Government Project Officer (PO).

3.2.5 System Documentation

3.2.5.1 The systems shall be accompanied by a complete schematic showing all connections and specialized modifications, if any, to complete the system design.

3.2.5.2 The system documentation shall describe each component and provide the revision number, software/firmware revision level, and part number.

3.2.6 Warranty Repair Service

The contractor shall develop a maintenance plan to provide warranty repair service to include but not limited to the following:

- (a) Detailed maintenance strategy for all equipment types;
- (b) Point of contact for on-call warranty trouble calls;
- (c) Warranty repair service when required by the Government for both hardware and software items procured in this contract for a period of one year.

3.2.7 Training

The contractor shall provide the Government with initial system training to include the but not limited to the following:

- (a) Procedures on the use of the equipment for all components; i.e. how to make a VTC call, how to make an audio teleconference, how to add an audio conferee to an existing VTC session, how to conduct computer presentations, etc.
- (b) General "care and feeding" of the equipment to include proper power up and power down sequences to ensure system life and integrity.
- (c) How and where to make connections for the presentation of computer generated presentations, etc.
- (d) Projector and camera control operations;
- (e) How to make adjustments to both video and audio parameters to allow versatility in the use of the equipment
- (f) Diagnostic procedures to assist in the identification of system problems.
- (g) Comprehensive use of the USC.

The training shall be provided in a short but comprehensive training guide and presented to each participant at the time of training. The contractor shall provide this training for a maximum of five (5) Government or contractor personnel on a one-time basis not to exceed one business day in length.

3.3 Minimum System Requirements by Location:

3.3.1 Conference Room 01B11

- (a) Ceiling mounted XGA/DLP projector, Mitsubishi Model XD490U or equivalent, in the center of the room projecting onto a single front projection screen surface as shown in reference 10.1.
- (b) Polycom Soundstation EX speakerphone with external microphone
- (c) Table top access to AV and voice/data connections. Interface components must be compatible with Government furnished Nucraft (nucraft.com) conference table Model FT-144 with "Tech Bay" model technology access panel.

3.3.2 Conference Room 01B13

- (a) Ceiling mounted XGA/DLP projector, Mitsubishi Model XD490U or equivalent, in the center of the room projecting onto a single front projection screen surface as shown in reference 10.1.
- (b) Polycom Soundstation EX speakerphone with external microphones
- (c) Provide table top access to AV/VTC and voice/data connections. Interface components must be compatible with Government furnished Nucraft conference table Model BRR-3060.

3.3.3 Conference Room 01B15

- (a) Ceiling mounted XGA/DLP projector, Mitsubishi Model XD490U or equivalent, in the center of the room projecting onto a single front projection screen surface as shown in reference 10.1.
- (b) Polycom VSX8000 Executive Series High Performance Videoconferencing System (or equivalent) configured with a Quad BRI Network Interface and on demand selection and presentation control of a minimum of (1) laptop or desktop computer for local or far end VTC presentation
- (c) Dual LCD display monitors appropriately sized for each room with HDMI, component-video, S-Video, composite-video, RF and 15-pin VGA input (1,920x1,080 resolution) inputs. Stereo audio outputs and a digital optical audio output must also be provided
- (d) Ceiling Mounted Boundary Microphone/Speaker Audio Mixing Subsystem that will provide total voice lift for all participants seated in each Conference Room, Polycom Vortex EF2241 or equivalent
- (e) Audio/Video routing and control system Infrastructure capable of sending any peripheral source to any local display or far end destination in native resolution.
- (f) Polycom Soundstation EX speakerphone with external microphones
- (g) Provide table top access to AV/VTC and voice/data connections. Interface components must be compatible with Government furnished Nucraft conference table Model BRR-3060.

3.3.4 Conference Room 01E03

- (a) Ceiling mounted XGA/DLP projector, Mitsubishi Model XD490U or equivalent, in the center of the room projecting onto a single front projection screen surface as shown in reference 10.1.
- (b) Polycom Soundstation EX speakerphone with external microphones
- (c) Provide table top access to AV and voice/data connections. Interface components must be compatible with Government furnished Nucraft (nucraft.com) conference table Model FT-144 with "Tech Bay" model technology access panel.

3.3.5 Conference Room 02B18

- (a) Ceiling mounted XGA/DLP projector, Mitsubishi Model XD490U or equivalent, in the center of the room projecting onto a single front projection screen surface as shown in reference 10.1.
- (b) Polycom Soundstation EX speakerphone with external microphones
- (c) Provide table top access to AV and voice/data connections. Interface components must be compatible with Government furnished Nucraft (nucraft.com) conference table Model FT-120 with "Tech Bay" model technology access panel.

3.3.6 Conference Room 02C19

- (a) Ceiling mounted XGA/DLP projector, Mitsubishi Model XD490U or equivalent, in the center of the room projecting onto a single front projection screen surface as shown in reference 10.1.
- (b) Polycom VSX8000 Executive Series High Performance Videoconferencing System (or equivalent) configured with a Quad BRI Network Interface and on demand selection and presentation control of a minimum of (1) laptop or desktop computer for local or far end VTC presentation
- (c) Dual LCD display monitors appropriately sized for each room with HDMI, component-video, S-Video, composite-video, RF and 15-pin VGA input (1,920x1,080 resolution) inputs. Stereo audio outputs and a digital optical audio output must also be provided
- (d) Ceiling Mounted Boundary Microphone/Speaker Audio Mixing Subsystem that will provide total voice lift for all participants seated in each Conference Room, Polycom Vortex EF2241 or equivalent
- (e) Audio/Video routing and control system Infrastructure capable of sending any peripheral source to any local display or far end destination in native resolution.
- (f) Polycom Soundstation EX speakerphone with external microphones
- (g) Provide table top access to AV and voice/data connections. Interface components must be compatible with Government furnished Nucraft (nucraft.com) conference table Model FT-120 with "Tech Bay" model technology access panel.

3.3.7 Conference Room 02E01

- (a) New ceiling mounted, high resolution video projection system with Mitsubishi Model XD490U or equivalent with table top input/output access panel interface
- (b) Polycom Soundstation EX speakerphone with external microphones
- (c) Provide table top access to AV/VTC and voice/data connections. Interface components must be compatible with Government furnished Nucraft conference table Model FT-120 with "Tech Bay" model technology access panel

3.3.8 Conference Room 03B18

- (a) Ceiling mounted XGA/DLP projector, Mitsubishi Model XD490U or equivalent, in the center of the room projecting onto a single front projection screen surface as shown in reference 10.1.
- (b) Draper Corp, "Envoy" model motorized drop down display screens or equivalent appropriately sized for the room and installed as shown in reference 10.1.
- (c) Polycom VSX8000 Executive Series High Performance Videoconferencing System (or equivalent) configured with a Quad BRI Network Interface and on demand selection and presentation control of a minimum of (1) laptop or desktop computer for local or far end VTC presentation
- (d) Dual LCD display monitors appropriately sized for each room with HDMI, component-video, S-Video, composite-video, RF and 15-pin VGA input (1,920x1,080 resolution) inputs. Stereo audio outputs and a digital optical audio output must also be provided
- (e) Ceiling Mounted Boundary Microphone/Speaker Audio Mixing Subsystem that will provide total voice lift for all participants seated in each Conference Room, Polycom Vortex EF2241 or equivalent
- (f) Audio/Video routing and control system Infrastructure capable of sending any peripheral source to any local display or far end destination in native resolution.
- (g) Polycom Soundstation EX speakerphone with external microphones
- (h) Provide table top access to AV and voice/data connections. Interface components must be compatible with Government furnished Nucraft (nucraft.com) conference table Model FT-144 with "Tech Bay" model technology access panel.

4. DELIVERABLES/SCHEDULE

The contractor shall submit a Project Plan to include the following:

4.1.1 System Design and Procurement Plan

The System Design and Procurement Plan shall detail project events and milestones. The plan should show the required tasks, milestones, task relationships, and estimated cost/hours for the duration of the project.

The package shall include preliminary block diagrams, equipment lists, cable block diagrams, room floor plans, and system specifications. Documentation must be in Microsoft Word format and wiring schematics, and/or block diagrams in AutoCAD (.DWG format) on CD/DVD. Detailed system level design and documentation and drawings shall be submitted to the Project Officer for approval.

4.2.1 Installation Plan

The Contractor shall submit for prior approval, a plan for the installation of the fully integrated system in accordance with the System Design and Procurement Plan. The plan shall include a system layout and facility design including all elements necessary to provide and install this system on a turnkey basis. This includes all equipment racks, mounting hardware, cable, connectors and miscellaneous materials required to create a complete, working system.

4.2.2 System Test and Acceptance Plan:

System Test and Acceptance Plan that provides systems test strategy and procedures.

Schedule:

Within 15 calendar days of contract award, the contractor shall provide a draft Project Plan to the NRC Project Officer for review. Within 10 calendar days of receipt of draft Project Plan, the NRC Project Officer will provide his written comments on the draft Project Plan. The contractor shall incorporate the Project Officer's comments and provide the final Project Plan to the Project Officer for approval within 10 calendar days.

4.3 System Documentation

Complete "as-built" system level documentation. Documentation shall include interface block diagrams, cable block diagrams, room layout drawings, and proposed equipment lists with salient characteristics and specifications,

Two (2) complete sets of operations and maintenance manuals (including any drawings) for each individual type of equipment delivered (electronic and hardcopy). The operations and maintenance manuals are due seven (7) business days after the final acceptance test.

5.0 PERIOD OF PERFORMANCE

Work is to start immediately upon contract award with a hard completion date but NLT 120 days after contract award. The contract includes a one-year warranty (including labor and materials) for maintenance on all hardware and software. Such warranty commences one day after expiration of standard warranty period.

6.0 GENERAL MANAGEMENT REQUIREMENTS

The intent of this contract is to provide the best overall product or service to the NRC. This means that all products and services delivered to the NRC must undergo a quality assurance process. Documentation media requirements will be specified in each delivery order.

6.1 Project Management

The Contractor shall designate a program management liaison to facilitate Government-Contractor interface and mutual understanding of the project. The primary function of the designated liaison shall be to act as the technical and managerial interface between the Contractor and the Government.

The Contractor shall provide personnel resources, management systems, and facilities to successfully plan, organize, staff, direct, and control the work effort for the implementation of this contract. The Contractor shall provide program and project level data in accordance with the statement of work management reporting. The Contractor shall report weekly progress and financial performance for all activities under this contract.

6.2 Quality Assurance

The NRC is very concerned that the support supplied by the Contractor shall be of the highest possible quality. To ensure the highest possible quality, the Contractor shall address quality as an implied component of all other tasks and services requested in this statement of work and delivered throughout the life of the contract.

6.2.1. Performance

The Contractor shall perform all work under this SOW in a skillful and professional manner in accordance with the standards and practices documented and/or accepted by industry or otherwise specified herein.

6.3 Drawings

The Contractor shall develop all drawings in AutoCAD 2006 or newer standard format.

6.3.1 CAD Standards

Where applicable, the Contractor produced drawings shall meet the standards and guidelines set forth in ANSI Y32.9-1972, IEEE-315-1975, and IEEE-315A-1994.

6.4 Construction Requirements

The Contractor shall install outlets, connectors and cable terminations in the NRC facilities as prescribed in references listed in Section 10, Standards and References. This may include installation in walls, workstation conduits or troughs. The Contractor shall use care and adhere to safety standards in the removal and replacement of ceiling tiles. The Contractor shall repair and return to original condition, at no cost to the Government, all surfaces (to include, but not limited to floors, walls, ceilings, doors and windows) which are damaged or marred by Contractor personnel.

The Contractor shall ensure all work areas are left broom-clean and free of debris at the end of each task or workday. Upon completion of the project, all tools, equipment, and excess materials shall be removed from the work site by the Contractor.

6.4.1 Disposal of Waste Material

All Government-owned condemned or salvageable materials and all debris resulting from the execution of a Government site via this contract shall be disposed of by the Contractor as follows:

6.4.1.1 Disposition of Recovered Materials

The Contractor shall dispose of all Government-owned, condemned materials recovered in the course of the performance of this contract as directed following local Government procedures. In no case shall salvageable materials be disposed of in Government waste containers.

The contractor shall remove all debris and scrap wire and installation materials generated in the performance of this specification on. Trash/debris not authorized by the Office of Administration to be disposed of in Government waste containers shall be disposed of off-site, as needed following local Government procedures.

7. GOVERNMENT FURNISHED RESOURCES

The NRC shall provide the following items in support of this requirement:

- (a) Nucraft Corp. (www.nucraft.com) conference room tables and accessories as specified in section 3.1.2.
- (b) Accord MGC-25, Serial Number 30175

7.0 ADMINISTRATIVE CONCERNS

7.1 Place of Performance:

Work is to be performed on-site at the following Government installations:

US Nuclear Regulatory Commission
Executive Blvd Office
6003 Executive Blvd
Rockville, Maryland 20852

7.2 Hours of Work:

The Contractor shall coordinate access to the work areas with the NRC Project Officer. All work shall be conducted during hours that will not interfere with ongoing construction activities or NRC operations.

7.3 SECURITY

7.3.1 Clearances

No special security clearance is required at this location. Escort by authorized NRC personnel will be required at all times while in NRC spaces.

8.0 SPECIAL INSTRUCTIONS

8.1 General/Miscellaneous:

A permanent NRC Project Officer will be established for all Government and contractor meetings, direction and production deliverables. The NRC Project Officer will be capable of providing any clarification of the requirements required for the performance of this task.

8.2 Unique Reporting Requirements:

During the execution of task assignments the Contractor shall conduct, at a minimum, meetings every week between Contractor personnel and key NRC personnel. These meetings shall take place at the NRC's office.

9. STANDARDS AND REFERENCES

Adherence with the current editions of the following standards and references is required:

9.1 U.S. NRC AV Plans Facility Equipment drawings AV-00 through AV-04.

9.2 U.S. NRC Telecommunications Floor Plan drawings TC-00 through TC-03

9.3 Telecommunications Industry Association/ Electronic Industries Alliance (TIA/ EIA)

- TIA/EIA-526-7 Measurement of Optical Power Loss of Installed Single-Mode Fiber Cable Plant – OFSTP-7 (August 1998)
- TIA/EIA-526-14 Optical Power Loss Measurements of Installed Multimode Fiber Cable Plant – OFSTP-14 (August 1998)
- TIA/EIA-568-A Commercial Building Telecommunications Cabling
Standard Part 1: General Requirements (February 2003)
- TIA/EIA-568-A-2 Commercial Building Telecommunications Cabling
Standard Part 2: Balanced Twisted-Pair Cabling Components (January 2003)
- TIA/EIA-568-A-3 Optical Fiber Cabling Components Standard (April 2002)
- TIA/EIA-569 -A Commercial Building Standard for Telecommunications Pathways and Spaces (February 1998)
- J-STD-607 Commercial Building Grounding (Earthing) and Bonding Requirements for Telecommunications (October 2002)
- BICSI: Telecommunications Distribution Methods Manual (TDMM), Current Edition
- National Electric Code (NEC): NFPA-70, Current Edition
- Federal Information Processing Standards
- FED-STD 1037B Glossary of Telecommunications Terms

In accomplishing the work specified herein, the Contractor may uncover situations where referenced or non-referenced industry standards, specifications, and criteria have conflicting guidelines. In such situations, the

Contractor shall be responsible for recommending to the NRC the applicable standards, specifications or criteria obtaining approval from the NRC PO before proceeding with performance.

B.4 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 \$358,658.25. 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 \$358,658.25. 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.

SECTION C - CONTRACT CLAUSES**C.1 52.204-7 CENTRAL CONTRACTOR REGISTRATION (JULY 2006)**

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

"Central Contractor Registration (CCR) database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same parent concern.

"Registered in the CCR database" means that--

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and

(2) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record "Active". The Contractor will be required to provide consent for TIN validation to the Government as a part of the CCR registration process.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

- (iii) Company Physical Street Address, City, State, and Zip Code.
- (iv) Company Mailing Address, City, State and Zip Code (if separate from physical).
- (v) Company Telephone Number.
- (vi) Date the company was started.
- (vii) Number of employees at your location.
- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

C.2 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.

52.245-1	GOVERNMENT PROPERTY	JUN 2007
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.228-5	INSURANCE--WORK ON A GOVERNMENT INSTALLATION	JAN 1997

C.3 SPECIAL 8(A) CONTRACT CONDITIONS

Although the U.S. Small Business Administration (SBA) may not be identified in Block 17 of the award document, SBA remains the prime contractor and Intelligent Information Technology Solutions, LLC, is the subcontractor in accordance with the existing SBA/NRC Partnership Agreement.

C.4 2052.209-72 CONTRACTOR ORGANIZATIONAL CONFLICTS OF INTEREST (JAN 1993)

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

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

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

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

(c) Work for others.

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

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

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

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

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

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

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

(d) Disclosure after award.

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

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

such conflicts. The NRC may, however, terminate the contract if termination is in the best interest of the Government.

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

(e) Access to and use of information.

(1) If in the performance of this contract, the contractor obtains access to information, such as NRC plans, policies, reports, studies, financial plans, internal data protected by the Privacy Act of 1974 (5 U.S.C. Section 552a (1988)), or the Freedom of Information Act (5 U.S.C. Section 552 (1986)), the contractor agrees not to:

- (i) Use this information for any private purpose until the information has been released to the public;
- (ii) Compete for work for the Commission based on the information for a period of six months after either the completion of this contract or the release of the information to the public, whichever is first;
- (iii) Submit an unsolicited proposal to the Government based on the information until one year after the release of the information to the public; or
- (iv) Release the information without prior written approval by the contracting officer unless the information has previously been released to the public by the NRC.

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

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

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

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

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

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

(1) If the contractor, under this contract, prepares a complete or essentially complete statement of work or specifications, the contractor is not eligible to perform or participate in the initial contractual effort which is based on the statement of work or specifications. The contractor may not incorporate its products or services in the statement of work or specifications unless so directed in writing by the contracting officer, in which case the restrictions in this paragraph do not apply.

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

C.5 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: George W. Lopez

Address:

U.S. Nuclear Regulatory Commission
Office of Information Services
Mail Stop: T-5-D14
Washington, DC 20555

Telephone Number: (301) 415-7225

(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.5 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (FEB 2007)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights-

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy

such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include-

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-- Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.-

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. 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.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C 3701, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistle blower protections; 49 U.S.C 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments

(9) The specification.

(t) Central Contractor Registration (CCR).

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the

Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

52.245-1A	GOVERNMENT PROPERTY ALTERNATE I (JUNE 2007)	JUN 2007
52.245-9	USE AND CHARGES	JUN 2007

C.6 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:

[X] (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]

[X] (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)).

[X] (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).

[X] (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)).

[X] (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).

[X] (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.7 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 and Naturalization (INS) 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 Alien Registration Receipt Card Form 1-151 or must present other evidence from the Immigration and Naturalization Services that employment will not affect his/her immigration status. The INS Office of Business Liaison (OBL) provides information to contractors to help them understand the employment eligibility verification process for non-US citizens. This information can be found on the INS website, <http://www.ins.usdoj.gov/graphics/services/employerinfo/index.htm#obl>.

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.

(End of Clause)

C.8 Safety of On-Site Contractor Personnel

Ensuring the safety of occupants of Federal buildings is a responsibility shared by the professionals implementing our security and safety programs and the persons being protected. The NRC's Office of Administration (ADM) Division of Facilities and Security (DFS) has coordinated an Occupant Emergency Plan (OEP) for NRC Headquarters buildings with local authorities. The OEP has been approved by the Montgomery County Fire and Rescue Service. It is designed to improve building occupants' chances of survival, minimize damage to property, and promptly account for building occupants when necessary.

The contractor's Project Director shall ensure that all personnel working full time on-site at NRC Headquarters read the NRC's OEP, provided electronically on the NRC Intranet at <http://www.internal.nrc.gov/ADM/OEP.pdf>. The contractor's Project Director also shall emphasize to each staff member that they are to be familiar with and guided by the OEP, as well as by instructions given by emergency response personnel in situations which pose an immediate health or safety threat to building occupants.

The NRC Project Officer shall ensure that the contractor's Project Director has communicated the requirement for on-site contractor staff to follow the guidance in the OEP. The NRC Project Officer also will assist in accounting for on-site contract persons in the event of a major emergency (e.g., explosion occurs and casualties or injuries are suspected) during which a full evacuation will be required, including the assembly and accountability of occupants. The NRC DFS will conduct drills periodically to train occupants and assess these procedures.

C.9 SEAT BELTS

Contractors, subcontractors, and grantees, are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.

C.10 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>

SECTION D – CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS**BILLING INSTRUCTIONS FOR
LABOR HOUR TYPE CONTRACTS**

General: The contractor shall prepare vouchers/invoices for reimbursement of costs in the manner and format described herein or a similar format. **FAILURE TO SUBMIT VOUCHERS/INVOICES IN ACCORDANCE WITH THESE INSTRUCTIONS WILL RESULT IN REJECTION OF THE VOUCHER/INVOICE AS IMPROPER.**

Number of Copies: An original and three copies, including supporting documentation shall be submitted. A copy of all supporting documents must be attached to each copy of your voucher/invoice. Failure to submit all the required copies will result in rejection of the voucher/invoice as improper.

Designated Agency Billing Office: Vouchers/invoices shall be submitted to the following address:

U.S. Nuclear Regulatory Commission
Division of Contracts
Mail Stop T-7-I-2
Washington, D.C. 20555

HAND DELIVERY OF VOUCHERS/INVOICES IS DISCOURAGED AND WILL NOT EXPEDITE PROCESSING BY NRC. However, should you choose to deliver vouchers/invoices by hand, including delivery by any express mail services or special delivery services which use a courier or other person to deliver the voucher/invoice in person to the NRC, such vouchers/invoices must be addressed to the above Designated Agency Billing Office and will only be accepted at the following location:

U.S. Nuclear Regulatory Commission
One White Flint North
11555 Rockville Pike - Mail Room
Rockville, MD 20852

HAND-CARRIED SUBMISSIONS WILL NOT BE ACCEPTED AT OTHER THAN THE ABOVE ADDRESS.

Note that the official receipt date for hand-delivered vouchers/invoices will be the date it is received by the official agency billing office in the Division of Contracts and Property Management.

Billing Instructions
Page 2 of 2

Agency Payment Office: Payment will be made by the following office:

U.S. Nuclear Regulatory Commission
Division of Accounting and Finance GOV/COMM
Mail Stop T-9-H4
Washington, DC 20555

Frequency: The contractor shall submit claims for reimbursement once each month, unless otherwise authorized by the Contracting Officer.

Format: Claims should be submitted in the format depicted on the attached sample form entitled "Voucher/Invoice for Purchases and Services Other Than Personal" (see Attachment) or a similar format. **THE SAMPLE FORMAT IS PROVIDED FOR GUIDANCE ONLY AND IS NOT REQUIRED FOR SUBMISSION OF A VOUCHER/INVOICE. ALTERNATE FORMATS ARE PERMISSIBLE PROVIDED ALL REQUIREMENTS OF THE BILLING INSTRUCTIONS ARE ADDRESSED.**

Billing of Costs After Expiration of Contract/Purchase Order: If the costs are incurred during the purchase order period and claimed after the purchase order has expired, the period during which these costs were incurred must be cited. To be considered a proper voucher/invoice, the contractor shall clearly mark it 'EXPIRATION VOUCHER' OR "EXPIRATION INVOICE".

Currency: Billings may be expressed in the currency normally used by the contractor in maintaining his accounting records; payments will be made in that currency. However, the U.S. dollar equivalent for all vouchers/invoices paid under the purchase order may not exceed the total U.S. dollars authorized in the purchase order.

ATTACHMENT

**INVOICE/VOUCHER FOR PURCHASES
AND
SERVICES OTHER THAN PERSONAL**

(SAMPLE FORMAT - COVER SHEET)

Official Agency Billing Office
U.S. Nuclear Regulatory Commission
Division of Contracts and Property
Management MS: T-7-I2
Washington, DC 20555-0001

(a) Purchase Order No:

(b) Voucher/Invoice No:

(c) Date of Voucher/Invoice:

Payee's Name and Address

(d) Individual to Contact Regarding Voucher/Invoice

Name:

Telephone No:

(e) This voucher/invoice represents reimbursable costs for the billing period
_____ to _____.

	<u>Amount Billed</u>	
	<u>Current Period</u>	<u>Cumulative</u>
(f) <u>Direct Costs:</u>		
(1) Direct Labor*	\$ _____	\$ _____
(2) Travel*	\$ _____	\$ _____
Total Direct Costs:	\$ _____	\$ _____

* The contractor shall submit as an attachment to its invoice/voucher cover sheet a listing of labor categories, hours billed, fixed hourly rates, total dollars, and cumulative hours billed to date under each labor category, authorized under the purchase order for each of the three activities to be performed under the purchase order. In addition, the contractor shall include travel costs incurred with the required supporting documentation, as well as, the cumulative total of travel costs billed to date by activity.