

AWARD/CONTRACT		1. THIS CONTRACT IS RATED ORDER UNDER DPAS (15 CFR 700)		RATING N/A	PAGE OF PAGES 1 21
2. CONTRACT NO. (Proc. Inst. Ident.) NRC-HQ-12-C-03-0074		3. EFFECTIVE DATE MAY 30 2012		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. NRO-12-119	
5. ISSUED BY U.S. Nuclear Regulatory Commission Div. of Contracts Attn: Nancy Lamon-Kritikos Mail Stop: TWB-01-B10M Washington, DC 20555		CODE 3100	6. ADMINISTERED BY (If other than Item 5) U.S. Nuclear Regulatory Commission Div. of Contracts Mail Stop: TWB-01-B10M Washington, DC 20555		
			CODE 3100		

7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code) VONCREATIONS, INC. 2886 BRANCHWOOD DR EAST POINT GA 303443819		8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input type="checkbox"/> OTHER (See below)	
		9. DISCOUNT FOR PROMPT PAYMENT	
10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN		ITEM	
11. SHIP TO/MARK FOR U.S. Nuclear Regulatory Commission Washington DC 20555		12. PAYMENT WILL BE MADE BY Department of Interior / NBC NBCPayments_NBCDenver@NBC.gov Attn: Fiscal Services Branch - D2770 7301 W. Mansfield Avenue Denver CO 80235-2230 PHONE: FAX:	
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()		14. ACCOUNTING AND APPROPRIATION DATA DUNS: 786856203 NAICS: 561920 PSC: V302 FAIMIS: 121602 B&R: 2012-25-174-151 JC: Q4223 BOC: 2340 APPN: 31X0200	

15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
<p>The contractor shall provide pre-conference support, onsite meeting support, post-meeting support, a conference venue, meeting space, audio/video (AV) equipment, meals and refreshments, and special lodging rates required to produce the 2nd WGRNR Workshop in accordance with the terms and conditions specified herein. The contractor shall manage and operate the Workshop in its name.</p> <p>VonCreations, Inc. POC: Dale Evans, email: Dale@VonCreations.com phone: 404-347-1054 NRC COTR/POC for meeting arrangements: Antoinette (Toni) Sakadales, email Antoinette.Sakadales, phone: 301-415-6441</p> <p>This is a NO COST Contract.</p>					

15G. TOTAL AMOUNT OF CONTRACT

16. TABLE OF CONTENTS			
(X)	SEC	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE			
	A	SOLICITATION/CONTRACT FORM	
	B	SUPPLIES OR SERVICES AND PRICES/COSTS	
	C	DESCRIPTION/SPECS./WORK STATEMENT	
	D	PACKAGING AND MARKING	
	E	INSPECTION AND ACCEPTANCE	
	F	DELIVERIES OR PERFORMANCE	
	G	CONTRACT ADMINISTRATION DATA	
	H	SPECIAL CONTRACT REQUIREMENTS	
PART II - CONTRACT CLAUSES			
	I	CONTRACT CLAUSES	
PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
	J	LIST OF ATTACHMENTS	
PART IV - REPRESENTATIONS AND INSTRUCTIONS			
	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
	L	INSTRS., CONDS., AND NOTICES TO OFFER	
	M	EVALUATION FACTORS FOR AWARD	

CONTRACTING OFFICER WILL COMPLETE ITEM 17 (SEALED-BID OR NEGOTIATED PROCUREMENT) OR 18 (SEALED-BID PROCUREMENT) AS APPLICABLE

17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 1 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)		18. <input type="checkbox"/> SEALED-BID AWARD (Contractor is not required to sign this document.) Your bid on Solicitation Number _____, including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the terms listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your bid, and (b) this award/contract. No further contractual document is necessary. (Block 18 should be checked only when awarding a sealed-bid contract.)	
19A. NAME AND TITLE OF SIGNER (Type or print) Yvonne J. Wiltz, President/CEO		20A. NAME OF CONTRACTING OFFICER Valerie Whipple Contracting Officer	
19B. NAME OF CONTRACTOR BY _____ (Signature of person authorized to sign)		20B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)	
19C. DATE SIGNED 5/29/12		20C. DATE SIGNED 5/30/12	

Table of Contents

SECTION A	A-1
A.1 SF 26 AWARD/CONTRACT	A-1
SECTION B - CONTINUATION BLOCK	B-1
B.1 CONTRACT TYPE	B-1
B.2 STATEMENT OF WORK	B-1
SECTION C - CONTRACT CLAUSES	C-1
C.1 52.219-11 SPECIAL 8(A) CONTRACT CONDITIONS (FEB 1990)	C-1
C.2 52.219-12 SPECIAL 8(A) SUBCONTRACT CONDITIONS (FEB 1990)	C-1
C.3 52.219-14 LIMITATIONS ON SUBCONTRACTING (NOV 2011)	C-2
C.4 52.219-17 SECTION 8(a) AWARD (DEC 1996)	C-2
C.5 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (FEB 2012)	C-3
C.6 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MAR 2012)	C-5
C.7 PERIOD OF PERFORMANCE (AUG 2011)	C-11
C.8 COMPLIANCE WITH U.S. IMMIGRATION LAWS AND REGULATIONS (AUG 2011)	C-11
C.9 WHISTLEBLOWER PROTECTION FOR NRC CONTRACTOR AND SUBCONTRACTOR EMPLOYEES (AUG 2011)	C-11
C.10 GREEN PURCHASING (JUN 2011)	C-11
C.11 COMPLIANCE WITH SECTION 508 OF THE REHABILITATION ACT OF 1973, AS AMENDED (AUG 2011)	C-12

SECTION B - CONTINUATION BLOCK**B.1 CONTRACT TYPE**

This is a no-cost contract for event planning services. The Contractor shall provide a high quality workshop/conference, and the Government will not be liable to the Contractor for any costs. Compensation to the Contractor will come solely from non-NRC sources such as Workshop attendee registration fees and/or vendor fees. Any registration fee charged to attendees shall be fair and reasonable in price and not exceed \$550.00 per attendee. All workshop/conference operations shall be on a profit or loss basis, with no commissions or special rates to the NRC. The agency has no financial liability to the Contractor for those services and the Contractor has no expectation of payment from the Government for those services. The Contractor is liable for all costs incurred related to the performance of the event (including but not limited to) pre-conference support, onsite meeting support, post-meeting support, a conference venue, meeting space, audio/video (AV) equipment, meals and refreshments, and obtaining special lodging rates. The Contractor is entitled to and shall retain all of the registration fees it collects in the performance of the Contract. The contractor shall collect any fees associated with its performance directly from conference attendees. All fees must be clearly defined and approved by NRC prior to the award of this Contract.

B.2 STATEMENT OF WORK**I. BACKGROUND:**

The U.S. Nuclear Regulatory Commission (NRC) requires the services of a qualified event planning Contractor to plan and operate the 2nd Working Group on the Regulation of New Reactors (WGRNR) Workshop in Atlanta, Georgia from October 24 – 26, 2012 at no cost to the U.S. Government.

The NRC will be hosting the 2nd WGRNR Workshop on behalf of the Nuclear Energy Agency (NEA), Committee on Nuclear Regulatory Activities (CNRA).

The CNRA/WGRNR is responsible for the committee's program of work in the primary areas of siting, licensing and oversight for new commercial nuclear power reactors (Generation III and IV reactors). The WGRNR constitutes a forum of experts for the licensing of new and advance commercial nuclear power reactors and should facilitate a cooperative approach to identify key new regulatory issues and promote a common resolution. The main purpose of the WGRNR and its products are to improve regulatory reviews by comparing practices in member countries; improve the licensing process of new reactors by learning from best practices in member countries; ensure that construction inspection issues and construction experience is shared; promote cooperation among member countries to improve safety; and enhance the effectiveness and efficiency of the regulatory process.

The 1st WGRNR workshop convened in 2010 in Prague, Czech Republic. It provided an excellent opportunity to communicate recent construction experience lessons learned. The workshop also discussed the lessons learned in the regulation of site selection, evaluation and site preparation as well as the review of regulatory practices for the licensing of new reactors, including the regulatory body infrastructure, staffing and expertise needed.

II. OBJECTIVES

The objective of this No-Cost Contract is to plan and operate the 2nd WGRNR Workshop in Atlanta, Georgia. Contractor shall provide pre-conference support, onsite meeting support, post-meeting support, a conference venue, meeting space, audio/video (AV) equipment, meals and refreshments, and special lodging rates required to produce

the 2nd WGRNR Workshop in accordance with the terms and conditions specified herein. The Contractor shall manage and operate the Workshop in its name.

III. PARTICIPANTS:

Workshop participants will consist of NEA/CNRA/WGRNR members, NRC staff and the general public from the U.S. and around the world. It is estimated that approximately 70-80 people will attend the workshop.

The participation rate is only an estimate based on past attendance at the 1st WGRNR Workshop and other NEA/CNRA conferences held in the past. The NRC does not warrant the accuracy of these estimates nor will the NRC obligate funds or make up the difference if this estimate is not achieved.

IV. DESCRIPTION OF SERVICES:

The Contractor shall provide:

- Pre-conference support
- Onsite meeting support
- Post-meeting support
- Conference venue
- Meeting space
- AV equipment and IT Technician
- Meals and refreshments
- Special lodging rates

The NRC shall provide:

- Keynote Speaker
- CNRA website information to contractor
- Liaison between CNRA and Contractor
- Project manager to facilitate this contract
- Laptops for presentations

The CNRA shall provide:

- Agenda
- Speakers
- Presentation materials
- Signage for display at workshop
- Printed conference materials, including hand-outs and registration packages for attendees
- Advertisement of the Workshop on their website
- Announcement of Workshop with a link to Contractor's registration website
- Thumb-drives for attendees with presentation materials

V. PRE-CONFERENCE SUPPORT

The contractor shall organize the logistics and provide all administrative support to deliver a two and a half (2 ½) consecutive day conference session for all participants. The successful contractor shall be responsible for coordinating, planning, arranging and negotiating details, as outlined in this Statement of Work (SOW).

The contractor shall:

- Create and maintain a 508-compliant pre-registration website that allows participants to register for the meeting
- Provide attendees a confirmation of registration via email or mail
- Provide information and a link to the hotel that is offering special lodging rates on the pre-registration website
- Collect all registration fees via at least two methods: credit card or bank wire
- Maintain financial records for the workshop and provide the NRC with financial records for inspection upon request
- Plan workshop logistics with venue
- Communicate with proposed venue for the workshop
- Prepare and provide name tags and any other identification badges that may be necessary by the venue
- Provide the NRC with bi-weekly updates that detail the progress of the contractual requirements, contractor performance and pre-registration progress

VI. ONSITE MEETING SUPPORT

The contractor shall:

- Provide onsite assistance with administrative issues, planning, and day-to-day operation of the event
- Serve as a liaison between NRC and meeting site staff/officials
- Staff on-site registration tables the evening prior to and the morning of the workshop
- Provide an on-site IT technician throughout the duration of the conference meetings
- Post large and easily viewed directional signs inside the facility indicating the location of the event (signage will be provided by CNRA)
- Coordinate with presenters to ensure electronic presentations materials are functional and compatible with laptops and/or other IT devices located in the presentation room prior to each day's event

VII. POST-MEETING SUPPORT

The contractor shall:

- Clean up and dispose of signage, extra registration packets and other conference-related materials at the conclusion of the conference
- Provide the NRC with a list of conference attendees

VIII. CONFERENCE VENUE:

The contractor shall provide the Twelve Hotel at Atlantic Station venue, which has with the following characteristics and amenities:

- Suitable conference room with good visibility
- Business center capabilities
- Internet access
- Catering capabilities
- Within a ten (10) minute shuttle ride to the Metro Atlanta Rapid Transit Authority (MARTA) rail
- Within a ten (10) minute walking distance to restaurants capable of accommodating meeting participants during their hour and a half lunch break; and
- Compliant with The Americans with Disabilities Act (ADA), Section 508 of the Rehabilitation Act (29 U.S.C. 794d), as amended by the Workforce Investment Act of 1998 (P.L. 105-220), Hotel Safety Act of 1990;

and is listed on the U.S. fire Administration Hotel and Motel National Master List found at <http://www.usfa.fema.gov/hotellsearch.cfm>.

Walking routes shall be ADA-compliant and shall include sidewalks or crosswalks for the entire walking route to ensure the safety of attendees.

The Twelve Hotel at Atlantic Station venue is located at 361 17th Street NW, Atlanta, Georgia 30363.

IX. MEETING SPACE:

Main Conference Room:

Contractor shall provide a Main Conference Room (with seats for all attendees). This meeting space shall include:

- "Theater" Style setup
- One (1) stage (24'x8') with stairs at each end
- One (1) six foot table use for laptop presentation, located near electrical connections
- One (1) dais table with linens capable of accommodating six (6) chairs
- Six (6) chairs for dais table
- Two (2) flag Poles
- Two (2) flag Stands

The contractor shall provide the Main Conference Room for the following dates and times:

- Wednesday, October 24, 2012, 9:30 am – 5:00 pm
- Thursday, October 25, 2012, 9:00 am – 5:00 pm
- Friday, October 26, 2012, 9:00 am – 12:00 pm

Registration Space:

Contractor shall provide a space located outside of the Main Conference Room that will be used for the purpose of Registration. This registration space shall include:

- Two (2) eight (8) foot registration tables, located near electrical connections
- Twelve (12) chairs for registration tables, six (6) chairs for each table

The contractor shall provide the registration space for the following dates and times:

- Tuesday, October 23, 2012, 5:00 pm – 7:00 pm
- Wednesday, October 24, 2012, 7:00 am – 12:00 pm

X. A/V EQUIPMENT

The contractor shall provide A/V equipment and technical support, including an IT Technician, during the entire duration of the meeting. Necessary items include:

- One (1) projection screen
- One (1) LCD projector
- Two (2) wireless microphones
- One (1) stationary floor microphones
- One (1) LCD support package (cabling, power cords, etc.)
- One (1) VGA distribution amp
- One (1) podium and one (1) microphone
- Three (3) table microphones for dais table
- Twelve (12) channel mixer for sound system

XI. MEALS AND LIGHT REFRESHMENTS

The contractor shall provide the following meals and refreshments for attendees:

- Continental breakfast for attendees for three days (October 24-October 26, 2012)
 - To include items such as coffee, tea, assorted juices, bottled water and soft drinks, breakfast breads and pastries, and yogurt and fruits
- AM coffee break with beverages and light refreshments for attendees for three days (October 24-October 26, 2012)
 - To include items such as coffee, tea, assorted juices, bottled water and soft drinks and breakfast breads and pastries
- PM coffee break with beverages and light refreshments for attendees for two days (October 24- October 25, 2012)
 - To include items such as coffee, tea, bottled water and soft drinks and cookies and brownies
- Meet and Greet with beverages and appetizers for attendees on the evening of October 24, 2012
 - To include beverages and appetizers
- Dinner for attendees on the evening of October 25, 2012
 - Buffet style to include beverages

All workshop attendees will be responsible for obtaining their own lunches during the entire duration of this conference.

XII. SPECIAL LODGING RATES

Contractor shall obtain special lodging rates for a block of rooms as defined below. The block of rooms shall be reserved at the Twelve Hotel at Atlantic Station at 361 17th Street NW, Atlanta, Georgia 30363. The block of rooms shall be reserved at a hotel with a minimum of a Three Diamond Star rating provided by AAA or Four Star rating provided by Travelocity.

Conference attendees will be required to contact the hotel and obtain their own lodging. The Contractor may permit the hotel to release any rooms that are not reserved by conference attendees within four weeks of the start of the conference.

The contractor shall provide the following block of guest rooms available to US Federal Government Employees for an amount equal to or less than the applicable government per diem rate:

- Tuesday, October 23, 2012, single occupancy, approximately twenty (20) rooms
- Wednesday, October 24, 2012, single occupancy, approximately twenty (20) rooms
- Thursday, October 25, 2012, single occupancy, approximately twenty (20) rooms

In addition, the contractor shall provide the following block of guest rooms available to conference attendees who are not employed by the US Federal Government at a special conference rate:

- Tuesday, October 23, 2012, single occupancy, approximately thirty (30) rooms
- Wednesday, October 24, 2012, single occupancy, approximately thirty (30) rooms
- Thursday, October 25, 2012, single occupancy, approximately thirty (30) rooms

XIII. COSTS:

This is a no-cost contract for event planning services. The Contractor shall provide a high quality workshop/conference, and the Government will not be liable to the Contractor for any costs. Compensation to the Contractor will come solely from non-NRC sources such as Workshop attendee registration fees and/or vendor fees. Any registration fee charged to attendees shall be fair and reasonable in price and not exceed \$550.00 per attendee. All workshop/conference operations shall be on a profit or loss basis, with no commissions or special rates to the NRC. The agency has no financial liability to the Contractor for those services and the Contractor has no expectation of payment from the Government for those services. The Contractor is liable for all costs incurred related to the performance of the event (including but not limited to) pre-conference support, onsite meeting support, post-meeting support, a conference venue, meeting space, audio/video (AV) equipment, meals and refreshments, and obtaining special lodging rates. The Contractor is entitled to and shall retain all of the registration fees it collects in the performance of the Contract. The contractor shall collect any fees associated with its performance directly from conference attendees. All fees must be clearly defined and approved by NRC prior to the award of this Contract.

XIV. SCHEDULE:

Within five (5) business days of the award of the contract, NRC will provide the CNRA website information to the contractor. Within ten (10) business days of receipt of the CNRA website information, the contractor shall complete and set up the pre-registration website for review and approval by the NRC. This pre-registration website shall be password-protected. Within three (3) business days of the NRC's approval of the pre-registration website, the contractor shall remove the password protection and make the website available to the general public for registration. The contractor can close registration prior to the workshop as needed. The contractor shall provide the NRC the list of attendees within three (3) business days of the end of the workshop.

XV. COMMUNICATIONS:

Contractor personnel shall maintain an open and professional communication with members of the NEA/CNRA/WGRNR participants at the workshop.

XVI. GOVERNMENT POINT OF CONTACT:

The Contracting Officer or Contracting Officer Technical Representative (COTR) shall be the Government's Point of Contact for this procurement.

SECTION C - CONTRACT CLAUSES**C.1 52.219-11 SPECIAL 8(A) CONTRACT CONDITIONS (FEB 1990)**

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

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

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

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

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

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

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

C.2 52.219-12 SPECIAL 8(A) SUBCONTRACT CONDITIONS (FEB 1990)

(a) The Small Business Administration (SBA) has entered into Contract No. NRC-HQ-12-C-03-0074 with the Nuclear Regulatory Commission to furnish the supplies or services as described therein. A copy of the contract is attached hereto and made a part hereof.

(b) The VonCreations, Inc. hereafter referred to as the subcontractor, agrees and acknowledges as follows:

(1) That it will, for and on behalf of the SBA, fulfill and perform all of the requirements of Contract No. NRC-HQ-12-C-03-0074 for the consideration stated therein and that it has read and is familiar with each and every part of the contract.

(2) That the SBA has delegated responsibility, except for novation agreements and advance payments, for the administration of this subcontract to the Nuclear Regulatory Commission with complete authority to take any action on behalf of the Government under the terms and conditions of this subcontract.

(3) 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 designated Contracting Officer of the Nuclear Regulatory Commission.

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

(c) Payments, including any progress payments under this subcontract, will be made directly to the subcontractor by the Nuclear Regulatory Commission.

C.3 52.219-14 LIMITATIONS ON SUBCONTRACTING (NOV 2011)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) Applicability. This clause applies only to-

(1) Contracts that have been set aside or reserved for small business concerns or 8(a) concerns;

(2) Part or parts of a multiple-award contract that have been set aside for small business concerns or 8(a) concerns; and

(3) Orders set aside for small business or 8(a) concerns under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F).

(c) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for--

(1) Services (except construction). At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.

(2) Supplies (other than procurement from a nonmanufacturer of such supplies). The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.

(3) General construction. The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.

(4) Construction by special trade contractors. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

C.4 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.5 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (FEB 2012)

(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. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek 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) Intentionally deleted.

(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) Intentionally deleted.

(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) Intentionally deleted.

(j) Intentionally deleted.

(k) Intentionally deleted.

(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.

(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, 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 whistleblower 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 CCR accessed through <https://www.acquisition.gov> or by calling 1-888-227-2423 or 269-961-5757.

C.6 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MAR 2012)

(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) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104 (g)).

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

(3) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (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) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010)(Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

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

☐ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (FEB 2012) (Pub. L. 109-282) (31 U.S.C. 6101 note).

☐ (5) 52.204-11, American Recovery and Reinvestment Act-Reporting Requirements (JUL 2010) (Pub. L. 111-5).

☐ (6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Dec 2010) (31 U.S.C. 6101 note).

☐ (7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (JAN 2012) (41 U.S.C. 2313).

☐ (8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (section 740 of Division C of Public Law 111-117, section 743 of Division D of Public Law 111-8, and section 745 of Division D of Public Law 110-161)

☐ (9) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

☐ (10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

☐ (11) [Reserved]

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

☐ (ii) Alternate I (NOV 2011).

☐ (iii) Alternate II (NOV 2011).

☐ (13)(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.
- ☐ (14) 52.219-8, Utilization of Small Business Concerns (JAN 2011) (15 U.S.C. 637(d)(2) and (3)).
- ☐ (15)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2011) (15 U.S.C. 637(d)(4)).
- ☐ (ii) Alternate I (Oct 2001) of 52.219-9.
- ☐ (iii) Alternate II (Oct 2001) of 52.219-9.
- ☐ (iv) Alternate III (JUL 2010) of 52.219-9.
- ☐ (16) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).
- ☒ (17) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).
- ☐ (18) 52.219-16, Liquidated Damages--Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ☐ (19)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (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.
- ☐ (20) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (DEC 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ☐ (21) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ☐ (22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).
- ☐ (23) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2009) (15 U.S.C. 632(a)(2)).
- ☐ (24) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business Concerns (NOV 2011).
- ☐ (25) 52.219-30, Notice of Set-Aside for Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (NOV 2011).
- ☒ (26) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- ☐ (27) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (MAR 2012) (E.O. 13126).
- ☒ (28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- ☒ (29) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- ☒ (30) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).
- ☒ (31) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).
- ☒ (32) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).

☐ (33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

☐ (34) 52.222-54, Employment Eligibility Verification (Jan 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

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

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

☐ (36) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).

☒ (37)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).

☐ (ii) Alternate I (DEC 2007) of 52.223-16.

☒ (38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)

☐ (39) 52.225-1, Buy American Act--Supplies (FEB 2009) (41 U.S.C. 10a-10d).

☐ (40)(i) 52.225-3, Buy American Act--Free Trade Agreements-- Israeli Trade Act (JUN 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, and 110-138).

☐ (ii) Alternate I (Jan 2004) of 52.225-3.

☐ (iii) Alternate II (Jan 2004) of 52.225-3.

☐ (41) 52.225-5, Trade Agreements (MAR 2012) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

☒ (42) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

☐ (43) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

☐ (44) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

☐ (45) 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)).

☐ (46) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

☐ (47) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

☐ (48) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

☐ (49) 52.232-36, Payment by Third Party (FEB 2010) (31 U.S.C. 3332).

[] (50) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

[] (51)(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 (Nov 2007) (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.).

Employee Class

Monetary Wage-Fringe Benefits

[] (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (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 (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

[] (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

[] (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

[] (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009)(Pub. L. 110-247)

[] (8) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008) (31 U.S.C. 5112(p)(1)).

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

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

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

litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

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

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

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (DEC 2010) (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 \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) [Reserved]

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

(v) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

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

(viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements "(Nov 2007)" (41 U.S.C. 351, et seq.).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (FEB 2009)(41 U.S.C. 351, et seq.).

(xii) 52.222-54, Employee Eligibility Verification (JAN 2009)

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009)(Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 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 additional clauses necessary to satisfy its contractual obligations.

C.7 PERIOD OF PERFORMANCE (AUG 2011)

This contract shall commence on Award/Effective Date and will expire on 10-31-2012.

C.8 COMPLIANCE WITH U.S. IMMIGRATION LAWS AND REGULATIONS (AUG 2011)

NRC contractors are responsible to ensure that their alien personnel are not in violation of United States immigration laws and regulations, including employment authorization documents and visa requirements. Each alien employee of the Contractor must be lawfully admitted for permanent residence as evidenced by Permanent Resident Form I-551 (Green Card), or must present other evidence from the U.S. Department of Homeland Security/U.S. Citizenship and Immigration Services that employment will not affect his/her immigration status. The U.S. Citizenship and Immigration Services provides information to contractors to help them understand the employment eligibility verification process for non-US citizens. This information can be found on their website, [http://www.uscis.gov/ portal/site/uscis](http://www.uscis.gov/portal/site/uscis).

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

C.9 WHISTLEBLOWER PROTECTION FOR NRC CONTRACTOR AND SUBCONTRACTOR EMPLOYEES (AUG 2011)

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

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

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

C.10 GREEN PURCHASING (JUN 2011)

(a) In furtherance of the sustainable acquisition goals of Executive Order 13514, "Federal Leadership in Environmental, Energy, and Economic Performance" products and services provided under this contract/order shall be energy- efficient (Energy Star or Federal Energy Management Program (FEMP) designated), water-efficient,

biobased, environmentally preferable (e.g., Electronic Product Environmental Assessment Tool (EPEAT) certified), non-ozone depleting, contain recycled content, or are non-toxic or less toxic alternatives, where such products and services meet agency performance requirements. <http://www.fedcenter.gov/programs/eo13514/>

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

C.11 COMPLIANCE WITH SECTION 508 OF THE REHABILITATION ACT OF 1973, AS AMENDED (AUG 2011)

In 1998, Congress amended the Rehabilitation Act of 1973 (29 U.S.C. 794d) as amended by the Workforce Investment Act of 1998 (P.L. 105 - 220), August 7, 1998 to require Federal agencies to make their electronic and information technology (EIT) accessible to people with disabilities. Inaccessible technology interferes with an ability to obtain and use information quickly and easily. Section 508 was enacted to eliminate barriers in information technology, open new opportunities for people with disabilities, and encourage development of technologies that will help achieve these goals. The law applies to all Federal agencies when they develop, procure, maintain, or use electronic and information technology. Under Section 508 (29 U.S.C. 794d), agencies must give disabled employees and members of the public access to information that is comparable to access available to others.

Specifically, Section 508 of that Act requires that when Federal agencies develop, procure, maintain, or use EIT, Federal employees with disabilities have access to and use of information and data that is comparable to the access and use by Federal employees who are not individuals with disabilities, unless an undue burden would be imposed on the agency. (36 C.F.R. 1194 implements Section 508 of the Rehabilitation Act of 1973, as amended, and is viewable at: <http://www.access-board.gov/sec508/standards.htm>)

Exceptions.

All EIT that the government acquires by purchase or by lease/rental under this contract must meet the applicable accessibility standards at 36 C.F.R. Part 1194, unless one or more of the following exceptions at FAR 39.204 applies to this acquisition (applicable if checked):

- ☐ The EIT is for a national security system.
- ☐ The EIT is acquired by a contractor incidental to a contract.
- ☐ The EIT is located in spaces frequented only by service personnel for maintenance, repair or occasional monitoring of equipment.
- ☐ Compliance with the applicable 36 C.F.R. Part 1194 provisions would impose an undue burden on the agency.

Applicable Standards.

The following accessibility standards from 36 C.F.R. Part 1194 have been determined to be applicable to this contract/order. See www.section508.gov for more information:

- ☐ 1194.21 Software applications and operating systems.

☒ 1194.22 Web-based intranet and internet information and applications. 16 rules.

☐ 1194.23 Telecommunications products.

☐ 1194.24 Video and multimedia products.

☐ 1194.25 Self contained, closed products.

☐ 1194.26 Desktop and portable computers.

☐ 1194.31 Functional performance criteria.

☐ 1194.41 Information, documentation, and support.

Note: Under the Exceptions paragraph, the Contracting Officer should check the boxes for any exceptions that apply. If no exceptions apply, then the Contracting Officer should, under the Applicable Standards paragraph, check the boxes that indicate which of the standards apply. See FAR Subpart 39.2 and www.section508.gov for additional guidance.