

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</b>				1. REQUISITION NO. ASB-12-018 ASB-12-019		PAGE 1 OF 28	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE See Block 31c		4. ORDER NO. NRC-HQ-12-P-21-0152		5. SOLICITATION NUMBER NRC-HQ-12-R-21-0113	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Nancy Lamon-Kritikos				b. TELEPHONE NO. (No Collect Calls) Nancy.Lamon-Kritikos@nrc.gov	
9. ISSUED BY U.S. Nuclear Regulatory Commission Div. of Contracts Attn: Nancy Lamon-Kritikos Mail Stop: TWB-01-B10M Washington, DC 20555		CODE 3100		10. THIS ACQUISITION IS <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A)		<input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR: NAICS: 721110 SIZE STANDARD: \$30 Million	
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		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  Washington DC 20555		CODE		16. ADMINISTERED BY U.S. Nuclear Regulatory Commission Div. of Contracts Mail Stop: TWB-01-B10M Washington, DC 20555		CODE 3100	
17a. CONTRACTOR/OFFEROR 455 HOSPITALITY LLC DOUBLETREE  455 S BROADWAY TARRYTOWN NY 105916002 TELEPHONE NO.		CODE		18a. PAYMENT WILL BE MADE BY Department of Interior / NBC NRCPayments_NBCDenver@NBC.gov Attn: Fiscal Services Branch - D2770 7301 W. Mansfield Avenue Denver CO 80235-2230  PHONE: FAX:		CODE 3100	
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES				21. QUANTITY	22. UNIT	23. UNIT PRICE
	The contractor shall provide meeting rooms and audiovisual equipment/personnel required to produce the U.S. Nuclear Regulatory Commission's "Evidentiary Hearing in the Indian Point License Renewal Proceeding" October 14-24, 2012 and optional dates of December 9-14, 2012 in accordance with the terms and conditions herein.  Contactor Point of Contact: Ana Barreto, email: Ana.Barreto@hilton.com, phone: 914-524-6434 NRC Point of Contact for meeting arrangements: Matt Schmit, email: Matthew.Schmit@nrc.gov, phone: 301-415-7469  Changes to this contract may be made only by the contracting officer. Any work undertaken in excess of the amount obligated is done so at the contractor's risk. This is a firm-fixed-price contract.  (Use Reverse and/or Attach Additional Sheets as Necessary)						
25. ACCOUNTING AND APPROPRIATION DATA See Continuation Page					26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$47,557.20		
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 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					<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:		
30a. SIGNATURE OF OFFEROR/CONTRACTOR <i>Ana Barreto</i>					31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) <i>Valerie Whipple</i>		
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) Ana Barreto, Dir. of Sales					30c. DATE SIGNED 7/5/2012		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Valerie Whipple Contracting Officer
					31c. DATE SIGNED 7/10/12		

TEMPLATE - ADM001

Marking **SUNSI REVIEW COMPLETE**

JUL 11 2012

STANDARD FORM 1449 (REV. 2/2012)  
Prescribed by GSA - FAR (48 CFR) 53.212

ADM002

CONTINUATION PAGE

ASB-12-018

DUNS: 623051260 NAICS: 721110 PSC: X1AB FAIMIS: RQ122434

B&R: 2012-7D-11-4-148 JC: N7406 BOC: 252A APPN: 31x0200

**Obligate \$30,000.00**

ASB-12-018

DUNS: 623051260 NAICS: 721110 PSC: X1AB FAIMIS: AMEND-RQ122434/001

B&R: 2012-7D-11-4-148 JC: N7406 BOC: 252A APPN: 31x0200

**Obligate \$5,700.00**

ASB-12-019

DUNS: 623051260 NAICS: 721110 PSC: X1AB FAIMIS: 122533

B&R: 2012-7D-17-4-107 JC: N7307 BOC: 252A APPN: 31x0200

**Obligate \$11,857.20**

## Table of Contents

<b>SECTION A</b>	<b>A-1</b>
A.1 SF 1449 SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS	A-1
A.2 STATEMENT OF WORK	A-4
A.3 PRICE/COST SCHEDULE	A-6
<b>ADDITIONAL SIMPLIFIED ACQUISITION TERMS AND CONDITIONS</b>	<b>A-14</b>
A.4 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (FEB 2012)	A-14
A.5 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MAY 2012)	A-19
A.6 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)	A-24
A.7 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)	A-21
A.8 NOTICE LISTING CLAUSES INCORPORATED BY REFERENCE	A-24
A.9 NRC ACQUISITION CLAUSES – (NRCAR) 48 CFR CH.20	A-25
A.10 PACKAGING AND MARKING (AUG 2011)	A-25
A.11 BRANDING (AUG 2011)	A-25
A.12 PERIOD OF PERFORMANCE (AUG 2011) ALTERNATE III (AUG 2011)	A-25
A.13 ELECTRONIC PAYMENT (AUG 2011)	A-26
A.14 COMPLIANCE WITH U.S. IMMIGRATION LAWS AND REGULATIONS (AUG 2011)	A-26
A.15 WHISTLEBLOWER PROTECTION FOR NRC CONTRACTOR AND SUBCONTRACTOR EMPLOYEES (AUG 2011)	A-26
A.16 GREEN PURCHASING (JUN 2011)	A-27
A.17 USE OF AUTOMATED CLEARING HOUSE (ACH) ELECTRONIC PAYMENT/REMITTANCE ADDRESS (AUG 2011)	A-27
A.18 ATTACHMENT 1: ROOM LAYOUT	A-28

## A.2 STATEMENT OF WORK

### EVENT

Evidentiary Hearing in the Indian Point License Renewal Proceeding

### EVENT DATES

October 15-18, 2012, with room setup (audio-visual equipment and tables, etc.) beginning Sunday October 14, 2012 at 10:00 pm

October 22-24, 2012, with room setup (audio-visual equipment and tables, etc.) beginning Sunday October 21, 2012 at 10:00 pm

OPTION ITEM: December 10-14, 2012, with room setup (audio-visual equipment and tables, etc.) beginning Sunday December 9, 2012 at 10:00 pm

### BACKGROUND

The Atomic Safety and Licensing Board Panel (ASLBP) requires hearing space, audio-visual equipment rental and security guard services for the "Evidentiary Hearing in the Indian Point License Renewal Proceeding". The objective of the hearing is to hear evidence regarding contentions against the Indian Point License Renewal.

### ATTENDEES

The NRC estimates there will be approximately 200 attendees, including NRC staff, hearing parties and members of the general public.

### FACILITY LOCATION

The NRC requires the services of a hotel and conference center within close proximity (18 miles) of the Indian Point Energy Center (IPEC) to give interested parties and the general public the opportunity to attend the hearing. IPEC is located at 450 Broadway Street, Buchanan, NY 10511.

### CONFERENCE ROOMS

#### WESTCHESTER, TARRYTOWN AND SLEEPY HOLLOW ROOMS:

October 15-18, 2012, with room setup (audio-visual equipment and tables, etc.) beginning Sunday October 14, 2012 at 10:00 pm

October 22-24, 2012, with room setup (audio-visual equipment and tables, etc.) beginning Sunday October 21, 2012 at 10:00 pm

OPTION ITEM: December 10-14, 2012, with room setup (audio-visual equipment and tables, etc.) beginning Sunday December 9, 2012 at 10:00 pm

The Contractor shall provide one large ballroom (the Westchester) and two chambers spaces directly adjacent to the Westchester (the Sleepy Hollow and Tarrytown rooms) on the dates listed above. Meeting rooms shall have solid meeting room walls (without partitions) that are suitable for exchange of proprietary information. The Westchester shall be set up as shown in Attachment 1: Room Layout. The room setup for the Sleepy Hollow shall be boardroom style

## **NRC-HQ-12-P-21-0152**

with seating for eight people. The Tarrytown room does not require room setup as it will primarily be used for NRC-equipment storage. The Tarrytown room shall be locked and secured while not in use.

### **GUESTROOMS**

October 18-22, 2012

The Contractor shall provide one or two guestrooms, with sufficient floor space to store stack(s) of NRC-equipment that occupy approximately 6 feet by 15 feet of floor space, on the dates listed above. The guestroom(s) shall be locked and secured while not in use.

### **AUDIO-VISUAL AND SECURITY SERVICES**

Contractor shall provide the following Audio-visual equipment:

<b>Item</b>	<b>Salient Characteristics</b>
Two (2) Projection screens	Screen shall be capable of displaying at least a 6' x 8' image.
Two (2) LCD projectors	Projector shall have minimum 1024 x 768 resolution, be 2600 lumens or better, and be capable of projecting a minimum 6' x 8' image display when projector is placed between 8' and 10' from projection screen.
Two (2) LCD support packages, including cabling, power cords, etc.	Package shall include 120' of cables to connect VGA Distribution Amp to LCD Projector.
Two (2) VGA Distribution Amps	Amp shall 1) be capable of accepting two (2) VGA (15-pin) or two (2) RGBHV video signals, and 2) have an output resolutions of 1024 x 768.
One (1) Wired Internet Connection	
One (1) In-house audio/speaker system in the Westchester	System shall include Mic/Line level XLR connection to connect NRC equipment to in-house speaker system

The NRC shall provide its own laptop computer(s) and other audio-visual equipment.

During the following dates and times, Contractor shall provide a security guard to watch and secure NRC-equipment that is stored in the Westchester room overnight:

Week of October 14, 2012:

2am to 9am Monday morning (7 hours)

6pm to 9am Monday night through Tuesday morning (15 hours)

6pm to 9am Tuesday night through Wednesday morning (15 hours)

6pm to 9am Wednesday night through Thursday morning (15 hours)

Week of October 21, 2012:

2am to 9am Monday morning (7 hours)

**NRC-HQ-12-P-21-0152**

6pm to 9am Monday night through Tuesday morning (15 hours)  
6pm to 9am Tuesday night through Wednesday morning (15 hours)

OPTION ITEM: Week of December 9, 2012:

2am to 9am Monday morning (7 hours)  
6pm to 9am Monday night through Tuesday morning (15 hours)  
6pm to 9am Tuesday night through Wednesday morning (15 hours)  
6pm to 9am Wednesday night through Thursday morning (15 hours)  
6pm to 9am Thursday night through Friday morning (15 hours)

OPTION ITEM: Week of December 9, 2012

NRC may choose to exercise this option on or before Monday November 19, 2012. If this option is exercised, the Contractor shall provide meeting rooms, audio-visual equipment and security services the week of December 9, 2012, as described above. The need for these items is contingent on the progress of the hearing event on October 15-18, 2012.

TAXES

The NRC is exempt from state and Federal taxes.

**A.3 PRICE/COST SCHEDULE**

<b>CLIN 001 - SESSION 1 MEETING ROOMS: Oct 14-24, 2012</b>	<b>Dates/Times</b>	<b>Quantity</b>	<b>Unit</b>	<b>Fixed Unit Price</b>	<b>Day(s)</b>	<b>Any Service Charges, Taxes and/or Fees</b>	<b>Total Price</b>
Westchester Ballroom with seating for 200 attendees; room shall be set up as shown in the Attachment 1: Room Layout.	Oct 14, 2012 (SUN) 10:00 pm through Oct 18, 2012 (THURS) 10:00 pm and Oct 21, 2012 (SUN) 10:00 pm through Oct 24, 2012 (WED) 10:00 pm	1	ROOM	██████████0	7	-	██████████
Sleepy Hollow Room with boardroom setup and seating for 8 attendees.	Oct 15, 2012 (MON) 7:00 am through Oct 18, 2012 (THURS) 10:00 pm and Oct 22, 2012 (MON) 7:00 am through Oct 24, 2012 (WED) 10:00 pm	1	ROOM	██████████	7	-	██████████
Tarrytown Room (no setup required as the room will be used primarily for NRC-equipment storage); room shall be locked and secured while not in use.	Oct 14, 2012 (SUN) 10:00 pm through Oct 18, 2012 (THURS) 10:00 pm and Oct 21, 2012 (SUN) 10:00 pm through Oct 24, 2012 (WED) 10:00 pm	1	ROOM	██████████	7	-	██████████
<b>SESSION 1 MEETING ROOMS SUBTOTAL</b>							██████████

CLIN 002 - SESSION 1 AUDIO-VISUAL AND SECURITY SERVICES OCT 14-24, 2012							
	Salient Characteristics	Quantity	Unit	Fixed Unit Price	Day(s)	Any Service Charges, Taxes and/or Fees	Total Price
Audio-visual equipment rental from Oct 14, 2012 (SUN) 10:00 pm through Oct 18, 2012 (THURS) 6:00 pm and from Oct 21, 2012 (SUN) 10:00 pm through Oct 24, 2012 (WED) 6:00 pm.							
Projection screen	Screen shall be capable of displaying at least a 6' x 8' image.	2	EA		7		
LCD projector	Projector shall have minimum 1024 x 768 resolution, be 2600 lumens or better, and be capable of projecting a minimum 6' x 8' image display when projector is placed between 8' and 10' from projection screen.	2	EA		7		
LCD support package, including cabling, power cords, etc.	Package shall include 120' of cables to connect VGA Distribution Amp to LCD Projector.	2	EA		7		
VGA Distribution Amp	Amp shall 1) be capable of accepting two (2) VGA (15-pin) or two (2) RGBHV video signals, and 2) have an output resolutions of 1024 x 768.	2	EA		7		
Wired Internet Connection		1	EA	\$	7		
In-house audio/speaker system in Westchester Ballroom	System shall include Mic/Line level XLR connection to connect NRC equipment to in-house speaker system	1	EA		7		



**NRC-HQ-12-P-21-0152**

Security Guard to guard NRC-equipment stored in the Westchester Ballroom overnight	Date/Times: Oct 15, 2012 (MON) and Oct 22, 2012 (MON), from 2:00 am to 9:00 am; Oct 15, 2012 (MON) through Oct 18, 2012 (THURS) and Oct 22, 2012 (MON) through Oct 24, 2012 (WED), from 6:00 pm to 9:00 am	89	HRS		N/A	0	
SESSION 1 AUDIO-VISUAL AND SECURITY SERVICES SUBTOTAL							

CLIN 003 - OPTION ITEM - SESSION 2 MEETING ROOMS: Dec 9-14, 2012	Dates/Times	Quantity	Unit	Fixed Unit Price	Day(s)	Any Service Charges, Taxes and/or Fees	Total Price
Westchester Ballroom with seating for 200 attendees; room shall be set up as shown in the Attachment 1: Room Layout.	Dec 9, 2012 (SUN) 10:00 pm through Dec 14, 2012 (FRI) 10:00 pm	1	ROOM	[REDACTED]	5	-	[REDACTED]
Sleepy Hollow Room with boardroom setup and seating for 8 attendees.	Dec 10, 2012 (MON) 7:00 am through Dec 14, 2012 (FRI) 10:00 pm	1	ROOM	[REDACTED]	5	-	[REDACTED]
Tarrytown Room (no setup required as the room will be used primarily for NRC-equipment storage); the Tarrytown room shall be locked and secured while not in use.	Dec 9, 2012 (SUN) 10:00 pm through Dec 14, 2012 (FRI) 10:00 pm	1	ROOM	[REDACTED]	5	-	[REDACTED]
OPTION ITEM - SESSION 2 MEETING ROOMS SUBTOTAL							[REDACTED]

CLIN 004 - OPTION ITEM - SESSION 2 AUDIO-VISUAL AND SECURITY SERVICES Dec 9-14, 2012							
	Salient Characteristics	Quantity	Unit	Fixed Unit Price	Day(s)	Any Service Charges, Taxes and/or Fees	Total Price
Audio-visual equipment rental from DEC 9, 2012 (SUN) 10:00 pm through DEC 14, 2012 (FRI) 6:00 pm							
Projection screen	Screen shall be capable of displaying at least a 6' x 8' image.	2	EA		5		
LCD projector	Projector shall have minimum 1024 x 768 resolution, be 2600 lumens or better, and be capable of projecting a minimum 6' x 8' image display when projector is placed between 8' and 10' from projection screen.	2	EA		5		\$
LCD support package, including cabling, power cords, etc.	Package shall include 120' of cables to connect VGA Distribution Amp to LCD Projector.	2	EA		5		
VGA Distribution Amp	Amp shall 1) be capable of accepting two (2) VGA (15-pin) or two (2) RGBHV video signals, and 2) have an output resolutions of 1024 x 768.	2	EA		5		
Wired Internet Connection		1	EA		5		
In-house audio/speaker system in Westchester Ballroom	System shall include Mic/Line level XLR connection to connect NRC equipment to in-house speaker system	1	EA	\$0.00	5	\$0.00	\$0.00

**NRC-HQ-12-P-21-0152**

Security Guard to guard NRC-equipment stored in the Westchester Ballroom overnight	Date/Times: DEC 10, 2012 (MON), from 2:00 am to 9:00 am; DEC 10, 2012 (MON) through DEC 14, 2012 (FRI), from 6:00 pm to 9:00 am	67	HRS		N/A	0	
OPTION ITEM - SESSION 2 AUDIO-VISUAL AND SECURITY SERVICES SUBTOTAL							

<b>OTHER</b>							
Complimentary services/discounts. Contractor certifies that any complementary services or discounts are generally offered to the public.	Contractor shall provide complimentary parking, complimentary business center, wireless internet available to guests for \$4.95 per 24 hours, and complimentary weekend secured storage in 1-2 guestroom(s) with sufficient floor space to store stack(s) of NRC-equipment that occupy approximately 6 feet by 15 feet of floor space.						
The NRC will provide its own laptop computer(s) and other audio-visual equipment.							
The NRC is exempt from Federal and state taxes.	no tax applied						
<b>BASE PRICE</b> (CLIN 0001 and 0002)							
<b>PRICE OF OPTION ITEMS</b> (CLIN 0003 and 0004)							
<b>GRAND TOTAL, WITH</b> <b>OPTIONS EXERCISED</b> (CLINS 0001-0004)							

## ADDITIONAL SIMPLIFIED ACQUISITION TERMS AND CONDITIONS

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### A.4 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 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--

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the--

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) Interest.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if--

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.



**NRC-HQ-12-P-21-0152**

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on--

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(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.

**NRC-HQ-12-P-21-0152**

(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.

#### **A.5 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MAY 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 (FEB 2012) (41 U.S.C. 2313).

**NRC-HQ-12-P-21-0152**

[] (8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (MAY 2012) (section 738 of Division C of Pub. L. 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 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).

[X] (23) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2012) (15 U.S.C. 632(a)(2)).

☐ (24) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (APR 2012) (15 U.S.C. 637(m)).

☐ (25) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (APR 2012) (15 U.S.C. 637(m)).

☒ (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 (MAY 2012) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, and 112-42).

☐ (ii) Alternate I (MAR 2012) of 52.225-3.

☐ (iii) Alternate II (MAR 2012) of 52.225-3.

☐ (iv) Alternate III (MAR 2012) of 52.225-3.

☐ (41) 52.225-5, Trade Agreements (MAY 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.).

**NRC-HQ-12-P-21-0152**

[] (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.).

## **NRC-HQ-12-P-21-0152**

(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 a minimal number of additional clauses necessary to satisfy its contractual obligations.

### **A.6 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not extend past December 14, 2012. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days of contract expiration.

### **A.7 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor within 60 days of contract expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 7 days before the option is exercised. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not extend past December 14, 2012.

### **A.8 NOTICE LISTING CLAUSES INCORPORATED BY REFERENCE**



## **NRC-HQ-12-P-21-0152**

The following clauses are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" contained in this document. FAR 52.252-2 contains the internet address for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
52.213-3	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) NOTICE TO SUPPLIER	APR 1984
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN 2008
52.233-1	DISPUTES	JUL 2002

### **A.9 NRC Acquisition Clauses - (NRCAR) 48 CFR Ch. 20**

#### **A.10 PACKAGING AND MARKING (AUG 2011)**

(a) The Contractor shall package material for shipment to the NRC in such a manner that will ensure acceptance by common carrier and safe delivery at destination. Containers and closures shall comply with the Surface Transportation Board, Uniform Freight Classification Rules, or regulations of other carriers as applicable to the mode of transportation.

(b) On the front of the package, the Contractor shall clearly identify the contract number under which the product is being provided.

(c) Additional packaging and/or marking requirements are as follows:

#### **A.11 BRANDING (AUG 2011)**

The Contractor is required to use the official NRC branding logo or seal on any publications, presentations, products, or materials funded under this contract, to the extent practical, in order to provide NRC recognition for its involvement in and contribution to the project. If the work performed is funded entirely with NRC funds, then the contractor must acknowledge that information in its documentation/presentation.

Access the following websites for branding information and specifications:  
<http://www.internal.nrc.gov/ADM/branding/> and Management Directive and Handbook 3.13 -

(internal NRC website): <http://www.internal.nrc.gov/policy/directives/toc/md3.13.htm>

(external public website): <http://pbadupws.nrc.gov/docs/ML1122/ML112280190.pdf>

#### **A.12 PERIOD OF PERFORMANCE (AUG 2011) ALTERNATE III (AUG 2011)**

This contract shall commence on Award/Effective Date and will expire on November 19, 2012. The term of this contract may be extended at the option of the Government through December 14, 2012.

Base Period: Award/Effective Date through November 19, 2012

Option Period(s): November 20, 2012 through December 14, 2012.

### **A.13 ELECTRONIC PAYMENT (AUG 2011)**

The Debt Collection Improvement Act of 1996 requires that all payments except IRS tax refunds be made by Electronic Funds Transfer. Payment shall be made in accordance with FAR 52.232-33, entitled "Payment by Electronic Funds- Central Contractor Registration".

To receive payment, the contractor shall prepare invoices in accordance with NRC's Billing Instructions. Claims shall be submitted on the payee's letterhead, invoice, or on the Government's Standard Form 1034, "Public Voucher for Purchases and Services Other than Personal," and Standard Form 1035, "Public Voucher for Purchases Other than Personal - Continuation Sheet." The preferred method of submitting invoices is electronically to the Department of the Interior at [NRCPayments\\_NBCDenver@nbc.gov](mailto:NRCPayments_NBCDenver@nbc.gov). If the contractor submits a hard copy of the invoice, it shall be submitted to the following address:

Department of the Interior  
National Business Center  
Attn: Fiscal Services Branch - D2770  
7301 West Mansfield Avenue  
Denver, CO 80235-2230

### **A.14 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>.

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.

### **A.15 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

## **NRC-HQ-12-P-21-0152**

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.

### **A.16 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.

### **A.17 USE OF AUTOMATED CLEARING HOUSE (ACH) ELECTRONIC PAYMENT/REMITTANCE ADDRESS (AUG 2011)**

The Debt Collection Improvement Act of 1996 requires that all Federal payments except IRS tax refunds be made by Electronic Funds Transfer. It is the policy of the Nuclear Regulatory Commission to pay government vendors by the Automated Clearing House (ACH) electronic funds transfer payment system. Item 15C of the Standard Form 33 may be disregarded.

# Attachment 1: Room Layout

