

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

1. REQUISITION NO.  
ADM-03-173

PAGE 1 OF

2. CONTRACT NO. NRC-10-03-173	3. AWARD/EFFECTIVE DATE 07-03-2003	4. ORDER NO.	MODIFICATION NO.	5. SOLICITATION NO. RS-ADM-03-173	6. SOLICITATION ISSUE DATE 5/12/2002
7. FOR SOLICITATION INFORMATION CALL:	a. NAME Stephen M. Pool		b. TELEPHONE NO. (No Collect Calls) 301-415-8168		8. OFFER DUE DATE/LOCAL TIME 5/28/03 3:30pm

9. ISSUED BY  U.S. Nuclear Regulatory Commission Div of Contracts Two White Flint North - MS T-7-I-2  Washington, DC 20555	CODE 3100	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: 0 % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A)  NAICS: 334310 SIZE STANDARD: 750	11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)  13b. RATING N/A	12. DISCOUNT TERMS net 30
15. DELIVER TO  U.S. Nuclear Regulatory Commission Division of Administrative Services 11555 Rockville Pike  Rockville MD 20852		16. ADMINISTERED BY  U.S. Nuclear Regulatory Commission Div of Contracts Two White Flint North - MS T-7-I-2  Washington, DC 20555		

17a. CONTRACTOR/OFFEROR  Techniarts Engineering 8604 Second Avenue, PMB 174  Silver Spring MD 20910  TELEPHONE NO. Bill Moore 301-585-1118	CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY  U.S. Nuclear Regulatory Commission Payment Team, Mail Stop T-9-H-4 Attn: (insert contract or order number)  Washington DC 20555	CODE 3100
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17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

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

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0001	See price schedule in Section B.  Techniart's Bill of Materials dated 6/30/03 is hereby incorporated into this contract by reference. RFP Section E.5 as completed by Techniarts is incorporated into this contract by reference.				

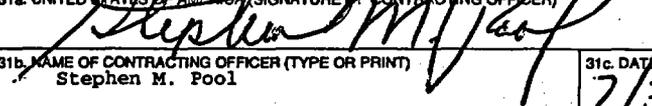
25. ACCOUNTING AND APPROPRIATION DATA 31X0200 34015511306 D2394 3190 \$63,960	26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$63,960.00
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27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA  ARE  ARE NOT ATTACHED.

27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA  ARE  ARE NOT ATTACHED.

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN two 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 HEREIN.

29. AWARD OF CONTRACT: REFERENCE Techniarts OFFER DATED 6/30/03 YOUR OFFER ON SOLICITATION (BLOCK  5) INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS: all

30a. SIGNATURE OF OFFEROR/CONTRACTOR 	31a. UNITED STATES OF AMERICA SIGNATURE OF CONTRACTING OFFICER 
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) Wm Mansi, Dir. of Gen	31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Stephen M. Pool
30c. DATE SIGNED 7/3/03	31c. DATE SIGNED 7/3/03

TEMPLATE - ADM001

ADM002

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**SECTION C - CONTRACT CLAUSES**

**C.1 2052.204-70 SECURITY**

(a) **Security/Classification Requirements Form.** The attached NRC Form 187 (See List of Attachments) furnishes the basis for providing security and classification requirements to prime contractors, subcontractors, or others (e.g., bidders) who have or may have an NRC contractual relationship that requires access to classified information or matter, access on a continuing basis (in excess of 30 or more days) to NRC Headquarters controlled buildings, or otherwise requires NRC photo identification or card-key badges.

(b) It is the contractor's duty to safeguard National Security Information, Restricted Data, and Formerly Restricted Data. The contractor shall, in accordance with the Commission's security regulations and requirements, be responsible for safeguarding National Security Information, Restricted Data, and Formerly Restricted Data, and for protecting against sabotage, espionage, loss, and theft, the classified documents and material in the contractor's possession in connection with the performance of work under this contract. Except as otherwise expressly provided in this contract, the contractor shall, upon completion or termination of this contract, transmit to the Commission any classified matter in the possession of the contractor or any person under the contractor's control in connection with performance of this contract. If retention by the contractor of any classified matter is required after the completion or termination of the contract and the retention is approved by the contracting officer, the contractor shall complete a certificate of possession to be furnished to the Commission specifying the classified matter to be retained. The certification must identify the items and types or categories of matter retained, the conditions governing the retention of the matter and their period of retention, if known. If the retention is approved by the contracting officer, the security provisions of the contract continue to be applicable to the matter retained.

(c) In connection with the performance of the work under this contract, the contractor may be furnished, or may develop or acquire, proprietary data (trade secrets) or confidential or privileged technical, business, or financial information, including Commission plans, policies, reports, financial plans, internal data protected by the Privacy Act of 1974 (Pub. L. 93-579), or other information which has not been released to the public or has been determined by the Commission to be otherwise exempt from disclosure to the public. The contractor agrees to hold the information in confidence and not to directly or indirectly duplicate, disseminate, or disclose the information in whole or in part to any other person or organization except as may be necessary to perform the work under this contract. The contractor agrees to return the information to the Commission or otherwise dispose of it at the direction of the contracting officer. Failure to comply with this clause is grounds for termination of this contract.

(d) **Regulations.** The contractor agrees to conform to all security regulations and requirements of the Commission which are subject to change as directed by the NRC Division of Facilities and Security and the Contracting Officer. These changes will be under the authority of the FAR Changes clause referenced in this document.

(e) **Definition of National Security Information.** The term National Security Information, as used in this clause, means information that has been determined pursuant to Executive Order 12958 or any predecessor order to require protection against unauthorized disclosure and that is so designated.

(f) **Definition of Restricted Data.** The term Restricted Data, as used in this clause, means all data concerning design, manufacture, or utilization of atomic weapons; the production of special nuclear material; or the use of special nuclear material in the production of energy, but does not include data declassified or removed from the Restricted Data category pursuant to Section 142 of the Atomic Energy Act of 1954, as amended.

(g) **Definition of Formerly Restricted Data.** The term Formerly Restricted Data, as used in this clause, means all data removed from the Restricted Data category under Section 142-d of the Atomic Energy Act of 1954, as amended.

(h) **Security Clearance Personnel.** The contractor may not permit any individual to have access to Restricted Data, Formerly Restricted Data, or other classified information, except in accordance with the Atomic Energy Act of 1954, as amended, and the Commission's regulations or requirements applicable to the particular type or category of classified information to which access is required. The contractor shall also execute a Standard Form 312, Classified Information Nondisclosure Agreement, when access to classified information is required.

(i) **Criminal Liabilities.** It is understood that disclosure of National Security Information, Restricted Data, and Formerly Restricted Data relating to the work or services ordered hereunder to any person not entitled to receive it, or failure to safeguard any Restricted Data, Formerly Restricted Data, or any other classified matter that may come to the contractor or any person under the contractor's control in connection with work under this contract, may subject the contractor, its agents, employees, or subcontractors to criminal liability under the laws of the United States. (See the Atomic Energy Act of 1954, as amended, 42 U.S.C. 2011 et seq.; 18 U.S.C. 793 and 794; and Executive Order 12958.)

(j) **Subcontracts and Purchase Orders.** Except as otherwise authorized in writing by the contracting officer, the contractor shall insert provisions similar to the foregoing in all subcontracts and purchase orders under this contract.

(k) In performing the contract work, the contractor shall classify all documents, material, and equipment originated or generated by the contractor in accordance with guidance issued by the Commission. Every subcontract and purchase order issued hereunder involving the origination or generation of classified documents, material, and equipment must provide that the subcontractor or supplier assign classification to all documents, material, and equipment in accordance with guidance furnished by the contractor.

## **C.2 SITE ACCESS BADGE PROCEDURES**

The contractor shall ensure that all its employees, including any subcontractor employees and any subsequent new employees who are assigned to perform the work herein, are approved by the Government for building access.

A contractor employee shall not have access to NRC facilities until he/she is approved by Personnel Security Branch, Division of Facilities and Security (PERSEC/DFS), first for temporary access (based on a favorable adjudication of their security forms) and final access (based on favorably adjudicated background checks by General Services Administration) in accordance with the procedures found in NRC Management Directive 12.3, Part I. The individual will be subject to a reinvestigation every five years. Timely receipt of properly completed security applications is a contract requirement. Failure of the contractor to comply with this condition within the ten work-day period may be a basis to void the notice of selection. In that event, the Government may select another firm for award.

The Government shall have and exercise full and complete control over granting, denying, withholding, or terminating building access approvals for individuals performing work under this contract. Individuals performing work under this contract shall be required to complete and submit to the contractor representative an acceptable Form 176 (Statement of Personal History), and two FD-258 (Fingerprint Charts). The contractor representative will submit the documents to the Project Officer who will give them to the PERSEC/DFS. PERSEC/DFS may, among other things, grant or deny temporary building access approval to an individual based upon its review of the information contained in the GSA Form 176. Also, in the exercise of its authority, GSA may, among other things, grant or deny permanent building access approval based on the results of its investigation and adjudication guidelines. This submittal requirement also applies to the officers of the firm who, for any reason, may visit the work sites for an extended period of time during the term of the contract. In the event that PERSEC/DFS and GSA are unable to grant a temporary or permanent building access approval, to any individual performing work under this contract, the contractor is responsible for assigning another individual to perform the necessary function without any delay in the contract's performance schedule, or without adverse impact to any other terms or conditions of the contract. The contractor is responsible for informing those affected by this procedure of the required building access approval process (i.e., temporary and permanent determinations), and the possibility that individuals may be required to wait until permanent building access approvals are granted before beginning work in NRC's buildings.

The contractor will immediately notify the Project Officer when a contractor employee terminates. The Project Officer will immediately notify PERSEC/DFS (via e-mail) when a contractor employee no longer requires building access and return the individual's badge to the PERSEC/DFS within three days after their termination.

### **C.3 2052.204-71 SITE ACCESS BADGE REQUIREMENT**

During the life of this contract, the rights of ingress and egress for contractor personnel must be made available, as required, provided that a badge is issued after favorable adjudication from the Personnel Security Branch, Division of Facilities and Security (PERSEC/DFS). In this regard, all contractor personnel whose duties under this contract require their presence on-site shall be clearly identifiable by a distinctive badge furnished by the Government. The Project Officer shall assist the contractor in obtaining the badges for the contractor personnel. It is the sole responsibility of the contractor to ensure that each employee has a proper Government-issued identification/badge at all times. All prescribed identification must be immediately (no later than three days) delivered to PERSEC/DFS for cancellation or disposition upon the termination of employment of any contractor personnel. Contractor personnel must have this identification in their possession during on-site performance under this contract. It is the contractor's duty to assure that contractor personnel enter only those work areas necessary for performance of contract work, and to assure the safeguarding of any Government records or data that contractor personnel may come into contact with.

### **C.4 52.228-5 INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997)**

- (a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the schedule or elsewhere in the contract.
- (b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective (1) for such period as the laws of the State in which this contract is to be performed prescribe or (2) until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

### **C.5 MINIMUM INSURANCE COVERAGE**

The Contractor shall obtain and maintain insurance coverage as follows for the performance of this contract:

- (a) Worker's compensation and employer's liability insurance as required by applicable federal and state worker's compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with the Contractor's commercial operations that it would not be practical. The employer's liability coverage shall be at least \$100,000, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

(b) Comprehensive general (bodily injury) liability insurance of at least \$500,000 per occurrence.

(c) Motor vehicle liability insurance written on the comprehensive form of policy which provides for bodily injury and property damage liability covering the operation of all motor vehicles used in connection with performing the contract. Policies covering motor vehicles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

(d) Comprehensive general and motor vehicle liability policies shall contain a provision worded as follows:

"The insurance company waives any right of subrogation against the United States of America which may arise by reason of any payment under the policy."

**C.6 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS  
(FEB 2002)**

(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. The Government must exercise its postacceptance 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. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and OMB prompt payment regulations at 5 CFR part 1315. If the Government makes payment by Electronic Funds Transfer (EFT), see 52.212-5(b) for the appropriate EFT clause.

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 date on which an electronic funds transfer was made.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided

under this contract shall remain with the Contractor until, and shall pass to the Government upon:

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

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

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

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

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

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

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

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

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

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.c. 2409 relating to whistle blower protections; 49 U.S.C 40118, Fly American; and 41 U.S.c. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

**C.7 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (APR 2003)**

(a) The Contractor shall comply with the following 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) 52.222-3, Convict Labor (E.O. 11755).
- (2) 52.233-3, Protest after Award (31 U.S.C. 3553).

(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 or components:

- (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).
- (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999).
- (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer).
- (4) (i) 52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).
- (ii) Alternate I to 52.219-5.
- (iii) Alternate II to 52.219-5.
- (5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637 (d)(2) and (3)).
- (6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637(d)(4)).
- (7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).
- (8)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- (ii) Alternate I of 52.219-23.
- (9) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (10) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (11) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- (12) 52.222-26, Equal Opportunity (E.O. 11246).
- (13) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212).

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(14) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).

(15) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212).

(16) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (E.O. 13126).

(17)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962(c)(3)(A)(ii)).

(ii) Alternate I of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

(18) 52.225-1, Buy American Act--Supplies (41 U.S.C. 10a-10d).

(19)(i) 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).

(ii) Alternate I of 52.225-3.

(iii) Alternate II of 52.225-3.

(20) 52.225-5, Trade Agreements (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

(21) 52.225-13, Restriction on Certain Foreign Purchases (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).

(22) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).

(23) 52.225-16, Sanctioned European Union Country Services (E.O. 12849).

(24) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (31 U.S.C. 3332).

(25) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (31 U.S.C. 3332).

(26) 52.232-36, Payment by Third Party (31 U.S.C. 3332).

(27) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).

(28)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).

(ii) Alternate I of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which 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 or components:

[Contracting Officer check as appropriate.]

(1) 52.222-41, Service Contract Act of 1965, As amended(41 U.S.C. 351, et seq.).

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

(3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option

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Contracts) (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 (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

(5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).

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

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

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

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

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components--

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212);

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793);

(4) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247- 64); and

(5) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).

### C.8 52.216-22 INDEFINITE QUANTITY (OCT 1995)

This clause only applies to the CLINs 1d&e, 2d&e, 3d&e, 4d&e and 5d&e.

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by

this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

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

**C.9 52.237-2 PROTECTION OF GOVERNMENT BUILDINGS,  
EQUIPMENT, AND VEGETATION (APR 1984)**

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on the Government installation. If the Contractor's failure to use reasonable care causes damage to any of this property, the Contractor shall replace or repair the damage at no expense to the Government as the Contracting Officer directs. If the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from the contract price.

**C.10 52.216-18 ORDERING (OCT 1995)**

This clause only applies to the CLINs 1d&e, 2d&e, 3d&e, 4d&e and 5d&e.

(a) Some supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders (see CLINs above) by the the NRC Project Officer or his alternate. Such orders may be issued from date of award through date of expiration.

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

(c) Delivery orders may be issued orally, but must be confirmed before performance by facsimile, or by email.

**C.11 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT  
(MAR 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

**C.12 2052.215-71 PROJECT OFFICER AUTHORITY-ALTERNATE 1**

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

Name: Bob Miller (mailstop T-6E7) Alternate: Dennis Turner (mailstop O-2G11)

Address: U.S.N.R.C Div. of Admin Services (mailstop) Washington, DC 20555

Telephone Number: 301-415-6851 Alternate's no. 301-415-2283

- (b) The project officer shall:

- (1) Place delivery orders for items required under this contract up to the amount obligated on the contract award document.

- (2) Monitor contractor performance and recommend changes in requirements to the contracting officer.

- (3) Inspect and accept products/services provided under the contract.

- (4) Review all contractor invoices/vouchers requesting payment for products/services provided under the contract and make recommendations for approval, disapproval, or suspension.

- (5) Immediately notify the Personnel Security Branch, Division of Facilities and Security (PERSEC/DFS) (via e-mail) when a contractor employee no longer requires access authorization and return the individual's badge to PERSEC/DFS within three days after their termination.

- (c) The project officer may not make changes to the express terms and conditions of this contract.

**C.13 DURATION OF CONTRACT PERIOD (MAR 1987)  
ALTERNATE 2 (MAR 1987)**

This contract shall commence on effective date (block 3 of SF 1449) and will expire on 12 months thereafter. Interim completion dates do apply for system installation - see Statement of Work. The term of this contract may be extended at the option of the Government for an additional four option years.

**C.14 SEAT BELTS**

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

**C.15 COMPLIANCE WITH U.S. IMMIGRATION LAWS AND REGULATIONS**

NRC contractors are responsible to ensure that their alien personnel are not in violation of United States Immigration and Naturalization (INS) laws and regulations, including employment authorization documents and visa requirements. Each alien employee of the Contractor must be lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card Form 1-151 or must present other evidence from the Immigration and Naturalization Services that employment will not affect his/her immigration status. The INS Office of Business Liaison (OBL) provides information to contractors to help them understand the employment eligibility verification process for non-US citizens. This information can be found on the INS website, <http://www.ins.usdoj.gov/graphics/services/employerinfo/index.htm#obl>.

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

(End of Clause)

**SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS**

**D.1 LIST OF ATTACHMENTS**

**No. 1 - Statement of Work - posted at FedBizOpps in WP format**

**No. 2 - Billing Instructions - to be issued at time of award.**

**No. 3 - NRC form 187 Security Specifications - to be issued at time of award.**

**PROJECT TITLE:  
"INTEGRATED-SOLUTION FOR NRC PUBLIC-ADDRESS ANNOUNCEMENTS"**

**STATEMENT OF WORK**

**I. - BACKGROUND:**

The U.S. Nuclear Regulatory Commission (NRC) is a federal agency with its Headquarter's location in Rockville, Maryland, and Regional Offices located nationwide. NRC currently uses a combination of several communications systems to simultaneously broadcast a public address (PA) announcement "agency-wide" (to the NRC staff at the NRC Headquarters complex and to the Regional Offices).

Below is a brief overview of the various NRC "agency-wide" staff locations, and the current NRC communications systems used to broadcast the agency's PA announcements to these locations:

**I.A: NRC Staff Locations:**

**NRC HEADQUARTERS:**

The Nuclear Regulatory Commission's Headquarter's complex is located in two (2) office buildings. The One White Flint North (OWFN) building is an 18-story building located at 11555 Rockville Pike and the Two White Flint North (TWFN) building is a 10-story building located at 11545 Rockville Pike. This two-building complex houses approximately 2,000 NRC staff and support contractors.

**NRC MAJOR REGIONAL OFFICE LOCATIONS:**

In addition to the Headquarters facility, NRC staff are also located in the following non-Headquarters locations:

1. Region-1 in King of Prussia, Pennsylvania;
2. Region-2 in Atlanta, Georgia;
3. Region-3 in Lisle, Illinois;
4. Region-4 in Arlington, Texas;
5. The NRC Technical Training Center (TTC) in Chattanooga, Tennessee.

**I.B: NRC Communication Systems Currently Used To Broadcast PA Announcements to NRC Staff:**

Each of the two (2) buildings that comprise the NRC Headquarters facility currently has a PA system which can address the occupants of both buildings. The control panels and amplifiers for the PA system in the TWFN building are located on the 6th floor of that building. The control panels and amplifiers for the OWFN building's PA system are located on the P-1 level of that building. In 1998, an upgrade to the PA system in the OWFN building was installed which included a hard-wired connection to the TWFN PA system. As originally designed, this upgrade to the OWFN system could be accessed

by any telephone and, through the use of various dial-up codes, an announcement be made in all, or a portion, of both buildings.

Recently, the current OWFN PA system was further modified so that anytime the PA system is accessed (by any telephone), the announcement automatically goes to both buildings (the dial-up codes were eliminated).

The NRC Audio-Conferencing system (telephone bridge) is currently the method used to allow the NRC Regional Office Locations (listed in I.A. above) to also simultaneously listen to a PA announcement being made at the Headquarters location. Currently, this access by the Regional staff can only be accomplished by the Headquarters staff making the announcement using a second telephone (the first telephone is the input to the Headquarters facility PA system) to transmit the PA announcement simultaneously to the NRC "telephone bridge", and each Regional location must dial into the "telephone bridge" to receive the PA announcement in the form of a "standard analog telephone service" signal (similar to a conference call).

NRC has determined that using the NRC "telephone bridge" is not the most reliable vehicle for the NRC's Regional Offices to access a Headquarter's PA announcement. Instead, the NRC prefers to simplify this part of the overall Integrated-Solution by requiring the Contractor to use a separate direct telephone line from the Headquarters PA system to each of the five (5) "major" Regional Office locations (listed in I.A. above) to distribute the Headquarters PA announcement to these Regional locations. NRC will provide the installation, maintenance and monthly fees for these telephone lines.

## **II. - OBJECTIVE:**

The objective of this work is for a contractor to design and install a PA System at the NRC Headquarter's location which serves as an Integrated-Solution that:

1. Improves the overall reliability of the system;
2. Simplifies the use and monitoring of the system;
3. Uses a single microphone or similar audio input device installed at each of the four audio input locations;
4. Enables an NRC employee to make a PA announcement to all Headquarter's, or all Headquarter's and Regional staff offices from each of the following four (4) Headquarter's PA System audio input locations:
  - A. OWFN Building - 17<sup>th</sup> Floor in the Chairman's Suite;
  - B. OWFN Building - 2<sup>nd</sup> Floor in the Administrative Services Center;
  - C. TWFN Building - 7<sup>th</sup> Floor in the Office of Administration;
  - D. TWFN Building - 4<sup>th</sup> Floor in conference room TWFN-4B3.

### **III. - SCOPE OF WORK:**

Except for the items/services specifically stated herein as "GOVERNMENT FURNISHED", the Contractor shall provide all design, supervision, labor, transportation, equipment, materials, permits, insurance, software and supplies necessary to upgrade the NRC Headquarter's Public Address (PA) system to achieve a very reliable Integrated-Solution which complies with all of the NRC Minimum Performance Requirements stated herein for the new PA System's Functionality, Reliability and Installation.

As part of the provision and installation of the Integrated-solution at the NRC Headquarters location, the contractor shall include a base warranty period of 9-months covering all costs to maintain the NRC's PA System Reliability Requirements stated herein for the 9-month period (this warranty shall cover all labor, materials, supplies, software and equipment provided to NRC as part of the Integrated-Solution).

In addition, the Contractor shall provide NRC with the option for:

- A. Up to four (4) additional one-year option-periods of full-service warranty repairs and preventative maintenance technical support (on an annual fixed-price basis) required to ensure the system continuously complies with the NRC Reliability Requirements stated in the SOW and the price of which covers all costs to support this warranty coverage (i.e. costs for any labor, travel, materials, software and equipment, etc. provided to NRC as part of maintaining the Integrated-Solution);
- B. Up to four (4) additional one-year option-periods of on-call technical support related to the overall PA system Integrated-Solution including:
  - 1. Support on a fixed-hourly-rate basis for any Technical Assistance NRC requests during the contract period for additional on-site training, on-site assistance to support major events, technical input for future modifications to the system that NRC may consider at the Headquarters or Regional offices, etc.);
  - 2. Maintenance on a fixed-price basis to replace any malfunctioning PA system speakers and/or speaker wiring at the NRC Headquarter's facility (these items are not replaced as part of the Integrated-Solution upgrade);
  - 3. On-call PA System modifications on a Time & Materials cost basis to modify the system during the contract period as requested by NRC

(i.e. move microphone locations, install new speaker (not replace) and/or microphone locations, re-locate PA system equipment within the facility, assist NRC Regional Offices with PA system related issues and add other PA System features or equipment to meet changing NRC needs, etc.).

#### **IV. MINIMUM PERFORMANCE REQUIREMENTS:**

##### **TASK-1:**

Prior to installing the Integrated-Solution, the Contractor shall disconnect and remove the NRC's existing Headquarter's PA System equipment except for:

- A. The installed speaker wiring which connects the current PA System amplifiers to the PA speakers installed in the ceiling of each floor of the Headquarter's facility;
- B. The existing PA System ceiling speakers on each floor of the two NRC Headquarter's buildings (OWFN and TWFN).

The current PA system ceiling speakers and their wiring shall not be removed from their installed locations because the Contractor shall re-use them as part of the new PA System Integrated-Solution. Except for the installed ceiling speakers and their wiring, the Contractor shall furnish all other PA equipment and wiring required for the Integrated-Solution.

The contractor shall disconnect and remove the existing PA System equipment without damaging any of the equipment or losing any parts. The Government will take custody of the disconnected PA equipment at the job-site and will remove it to the NRC warehouse.

The Contractor shall provide all design, supervision, labor, transportation, equipment, materials, permits, bonding, insurance, software and supplies required to comply with all terms and conditions stated herein for provision and installation of an Integrated-Solution which achieves the NRC's PA System Minimum Performance Requirements (Functional Requirements, Reliability Requirements and Installation Requirements:

##### **TASK-1 (A) = FUNCTIONAL REQUIREMENTS:**

The Integrated-Solution shall provide the following features:

- 1. Using a single voice input device (i.e. microphone, etc.) an NRC employee can make a PA announcement simultaneously throughout the OWFN or TWFN building, or the entire NRC Headquarters complex (OWFN & TWFN buildings);
- 2. Using a single voice input device (i.e. microphone, etc.) an NRC employee can make a PA announcement simultaneously throughout the entire NRC

Headquarters complex (OWFN & TWFN buildings) and broadcast the PA announcement to each of the five (5) NRC Regional Office locations identified in I.A. above;

3. The PA announcements described in #1 & #2 above, can be made from each of the four (4) following locations that are within the NRC Headquarters facility:
  - A. OWFN Building - 17<sup>th</sup> Floor in the Chairman's Suite;
  - B. OWFN Building - 2<sup>nd</sup> Floor in the Administrative Services Center;
  - C. TWFN Building - 7<sup>th</sup> Floor in the Office of Administration;
  - D. TWFN Building - 4<sup>th</sup> Floor.

NOTE: Specific room numbers at each of these four (4) locations and the position of the microphone installation within each room will be specified during the site walk-through.

4. The PA System shall include an automatic dial-up feature to allow the PA announcement being transmitted to each of the NRC's Five (5) Regional locations to be easily distributed to each NRC Regional location in the form of a "standard analog telephone service signal" using a separate telephone line to each Regional Location that will be provided by NRC;
5. The System shall enable NRC to elect to transmit the PA announcement in the form of a "standard analog telephone service signal" (using a 6<sup>th</sup> dedicated telephone line provided by NRC) to the NRC "Telephone Bridge";
6. All equipment, software and materials provided as part of this upgrade shall be 100% compatible with all of the existing components of the current NRC PA systems which are not replaced by the Contractor during the upgrade to the Integrated-Solution;
6. Any modifications performed during this contract or any extension shall not degrade the performance of any other component of the overall PA system;
7. The PA System shall have built in presets with a non-volatile memory;
9. The PA System shall enable the NRC operator to access control of the PA system via a hard-wired stand-alone computer located on the 6th-floor of the TWFN building (next to where the TWFN amplifier rack is located) and from this location enable one person to "control the function" and "monitor the status" of equipment provided by the contractor as part of the Integrated-Solution. The stand-alone computer provided for PA System monitoring and control features shall be protected by a security pass code to restrict access.

To fully comply with the requirement "to monitor the operational status of all equipment", the NRC employee shall be informed of at least the following system information at the remote computer location:

- A. The "on" or "off" status of each equipment item provided by the contractor;
- B. The input/output voltage for each amplifier;
- C. The operating temperature of each amplifier;
- D. "Tally" back to verify positive user command functions;
- E. Whether each primary line (CAT5e, etc.) carrying the signals between the equipment items provided by the contractor is experiencing a problem (fault or short, etc.);
- F. If the primary line carrying the signals between any equipment items provided by the contractor is experiencing a problem (fault or short, etc.), whether the signal has been automatically switched to the redundant backup line, and whether the backup line is experiencing any problem;
- G. If any of the main control equipment items provided by the contractor are experiencing a problem that would prevent them from performing their intended function, whether their function in the system has been automatically switched to their redundant backup unit, and whether the backup unit is operating without any problems;
- H. That the PA system has successfully dialed-out to the correct telephone number and transmitted the PA announcement signal over each of the separate telephone lines (if that function has been selected from the remote computer);
- I. Any system "errors";

To fully comply with the requirement "to control the functions of all equipment provided by the contractor", the NRC employee shall be able to control from the remote computer location, at least all of the following:

- A. Which of the following NRC locations will be transmitted the PA announcement:
  - NRC OWFN Building
  - NRC TWFN building
  - NRC Region-1 location
  - NRC Region-2 location
  - NRC Region-3 location
  - NRC Region-4 location
  - NRC Technical Training Center location
  - NRC Telephone bridge
- 1. Input/Output voltage for each amplifier;
- 2. The pre-set instructions to be followed by any DSP/Matrix Switchers used in the system;
- 3. "On" or "off" status of each equipment item;
- 4. DSP/Matrix Switcher level;
- 5. Whether the primary or backup unit for each equipment item performs that unit's intended function during an individual PA announcement or test (in order to test the backup units, etc.);

10. The PA System shall utilize digital technology for building-to-building communications between the OWFN and TWFN Headquarters buildings and allow two-way communication and monitoring of any zone (each floor in a building shall be a separate zone) in each building. The two-way communication shall consist of bi-directional data being received and transmitted between the remote computer and any DSP/Matrix Switcher units, and between any DSP/Matrix Switcher units and the amplifiers they control. This bi-directional data shall at least include tally response of commands from each DSP unit, amplifier input/output voltage monitoring, amplifier temperature monitoring, amplifier status and alarm status, amplifier short and fault monitoring, amplifier and DSP "listen".;
11. The PA System shall provide for status reporting (system shall continuously track the operational status of each equipment item provided by the contractor and shall maintain a history file which reflects the faults and/or errors that each equipment item experiences) and announcement reporting (system shall track and maintain a history file on the date, time and duration of each PA announcement). The system shall provide for recalling any history file from the NRC computer and the printing of any history file as a report.;
12. Each system audio-input device (microphone, etc.) shall have auto-leveling for a consistent input and output volume from each of the four NRC audio-input locations;
13. The PA System shall have redundant backup for the main control systems and provide for automatic switch-over in case of equipment failure. This redundant backup requirement for the main control systems applies to any DSP/Matrix Switchers or similar device used to control the system, and not to the remote computer used by NRC staff to monitor and interface with the PA system (NRC does not require the contractor to provide a 2<sup>nd</sup> computer to serve as a backup). Any switching/change between the primary and backup DSP/Matrix Switcher units shall be seamless. Each primary DSP/Matrix Switcher unit shall be configured identically with its backup. The inputs and outputs of each DSP/Matrix Switcher unit shall be automatic and not require any manual patching for the backup to function.
14. The PA system shall have redundant backup for all wiring between the remote computer and any DSP/Matrix Switchers (or similar control devices), and the wiring between any DSP/Matrix Switchers and the amplifiers they control. Each of these equipment items shall be connected to the overall system by both a primary and backup wire (i.e. two separate cables) to support the signals received and transmitted to/from the equipment, and the system shall automatically switch-over to the backup wire in the event of any problem with the primary (fault or failure of the primary cable, etc.).

15. The PA system shall have redundant backup for the amplifiers of the system. The minimum acceptable redundant backup configuration for the amplifiers would be to have one "spare" amplifier already installed in each amplifier rack that supports the two NRC Headquarters buildings. This "spare" amplifier shall be identical to the largest power output amplifier used for that building. This "spare" amplifier shall be interfaced into the DSP control system for switch-over and monitoring in the event of a failure with one of the primary amplifiers supporting that building. The output connection switch-over from the primary amplifier to the spare amplifier can be manually patched.;
16. The PA System shall have "User-friendly controls" (i.e. controls that are designed and laid out for ease of use in a logical, easily recognizable format that utilizes industry standard symbols wherever applicable). The software interface for any DSP/Matrix Switching unit main controller and for the PA system remote computer shall utilize menu-driven user interface icons for the device and control selection of the system (i.e. Windows 2000 compatible). The control software shall be object-based and shall be configured to follow the logical signal flow of the DSP unit.

### **TASK-1 (B) = RELIABILITY REQUIREMENTS:**

The upgraded PA system shall comply with the following system reliability and maintenance standards:

- A. During acceptance testing of the system and throughout any additional warranty period (NRC option for up to a 4 additional one-year warranty periods), all functions of the system shall be fully operational during all of NRC's acceptance tests and actual PA announcements that are conducted at anytime 24-hours per day, 7 days a week, unless preventive maintenance is being performed;
- B. The upgraded system shall require no more than 4-hours of preventive maintenance performed no more frequently than every 6-months;
- C. Any malfunction of any part of the upgrade shall be corrected by the Contractor within 24-hours of its discovery (discovery of the problem by NRC or the Contractor) by either repairing or replacing the malfunctioning part or unit;
- D. As part of the Base-Period under Task-1, the Contractor shall include 9-months of full parts and labor warranty coverage for all labor, materials, software and equipment provided to NRC as part of the Integrated-Solution, and which term shall begin the

following day after the system passes NRC Acceptance Testing.

**TASK-1 (C) = INSTALLATION REQUIREMENTS:**

The PA System Installation Requirements listed herein in Task-1 (C) shall apply to the installation of the Integrated-Solution and also any future maintenance or modifications of the System. The Contractor shall immediately notify NRC if any Installation Requirement listed herein would adversely effect the performance of any part or feature of the Integrated-Solution and shall specifically identify what the adverse effect would be and the current technical alternatives to mitigate the potential problem.

**EQUIPMENT COMPONENTS:**

The following minimum requirements apply to any equipment included in the Integrated-Solution:

1. All electronic component models to be used shall be commercially available for at least one (1) year prior to bid, or be approved by the NRC;

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2. All equipment shall be UL listed or built to UL standards, where required;
3. All equipment and material shall be new;
4. All equipment shall be professional grade and rated for continuous duty.

To assist bidders with understanding the level of performance NRC requires in the PA System equipment to be used for the Integrated-Solution, NRC has identified the following Makes and Models of equipment which NRC has determined are readily commercially available and are representative of the type of equipment that can comply with the NRC Minimum Performance Requirements stated herein for the Integrated-Solution:

	<u>MAKE</u>	<u>MODEL</u>
1.	IED	500ACS or 8000 TIPS systems
2.	Peavey	Media Matrix/Page Matrix
3.	Crown	IQ System w/ USM8810-CN Cobra Net

The equipment listed above may not be the only Make and Model equipment which can comply with all of the NRC requirements stated herein for the Integrated-Solution, and is only intended as general guidance for bidders on the type of equipment NRC envisions to be used to accomplish the Integrated-Solution. Bidders may offer any other Make and Model equipment that can comply with all of the NRC requirements stated herein for the Integrated-Solution.

The Contractor shall provide equipment that, where required, shall conform to the applicable requirements of the Underwriter's Laboratories, Inc., local codes, the National Electrical Code and any other governing codes. Such items shall bear a label or mark indicating their conformance to the above requirements.

#### **EQUIPMENT HOUSING**

The Contractor shall comply with the following minimum requirements for any equipment included in the Integrated-Solution:

- A. Install amplifiers in equipment racks according to manufacturers recommendations;
- B. Provide adequate ventilation fans to maintain a rack temperature of less than 92 degrees Fahrenheit;
- C. Provide rear support for housing mounted equipment greater than 15" deep;

- D. Allow a minimum of 20% open rack space;
- E. Fill all empty spaces with blank panels, sizing as required painted to match housing;
- F. Locate operator usable equipment and patch panels at an appropriate operating height;
- G. Key all door locks for each housing type (front, rear) alike;
- H. Looking at the equipment racks from the rear of the racks, install all AC power and ground cabling on the left and audio and video cabling on the right;
- I. Provide lights mounted in the top of each rack to illuminate the interior for service or maintenance. Lights to be individually switchable and placed so as to provide maximum illumination throughout the rack;
- J. Provide rear-mounting rails as required for proper mounting;

**CABLES AND WIRING:**

NRC reserves the right to determine the "pathways" within the NRC Headquarter's facility for all cable routing between components of the PA system. The cable may run exposed on the P-1 level of the OWFN building. Elsewhere throughout the building the cable shall be in the telecommunications cable distribution tray and supported by industry standard cable supports

outside of the tray. Under no circumstances should cable be placed on the drop ceiling or secured to drop ceiling supports.

The contractor shall comply with the following minimum requirements for any cables and wiring included in the Integrated-Solution:

1. All audio cable shall be stranded copper;
2. Shielded cables located in raceways shall have aluminum foil shield with drain wire;
3. Where speaker cables are run exposed in return plenum space provide plenum rated cable;
4. Where cables are routed through cable tray provide tray rated cable of equal gauge;
5. Provide the following as required for a fully operable system:
  - A. Microphone level cables: No. 22 shielded jacketed West Penn 452 with gray jacket
  - B. Line level cables: No 22 shielded jacketed West Penn 452 with gray jacket
  - C. Constant voltage speakers: amplifier to zone: Min No. 14 gauge jacketed West Penn 226
  - D. Constant voltage speakers: plenum rated amplifier to zone: No. 14 gauge jacketed West Penn 25226.
  - E. Constant voltage speakers: within zone No. 16 gauge jacketed West Penn 225
  - F. Constant voltage speakers: within zone plenum No. 16 gauge jacketed West Penn 252225
  - G. Communication Outlet Cables: No. 20 shielded West Penn 293
  - H. Control cables: No. 20 shielded West Penn 293
  - I. Loudspeaker Cable: No. 10 THHN provide different colors for each pass band type, supply plenum as required.
  - J. Antenna Cable: RG-59 minimum refer to manufactures specifications and recommendations as required.
6. A "jack" plate shall be installed at each of the four (4) microphone locations that allows for the microphone to be easily disconnected.
7. The wiring to each of the four (4) microphones shall be concealed in a manner that blends acceptably with the decor of each room.

### **DELIVERY, STORAGE, AND HANDLING**

The Contractor shall carefully control handling and installation of all items, which are not immediately replaceable, so that completion of the work will not be delayed by hardware or equipment losses before, during, and after installation. The Contractor is responsible for all items until final acceptance. Prior to installation, the Contractor shall protect exposed surfaces with material, which is easily removed without marring finishes. Without cost to the NRC, the Contractor shall replace any products damaged during storage or handling.

### **INSTALLATION SCHEDULING**

The Contractor shall submit a schedule to the NRC for approval which shall show the sequence of work, etc. from time of notice to proceed until the final acceptance of the completed system testing. This schedule shall be submitted on both paper and electronic form (Wordperfect) with submittals. It shall be the responsibility of the Contractor to coordinate the installation of the system to be compatible with the work of other trades. The Contractor shall attend weekly progress meetings to inform NRC of the overall project status and provide continuous on-site project management.

To prevent any disruption to the NRC staff's normal work-day, NRC reserves the right to approve the schedule of any on-site work, including requiring the work to be conducted outside the NRC's normal workday (between 6:00pm-6:00am on week-days or on weekends).

### **INSTALLATION**

The contractor shall comply with the following minimum requirements for the installation of the overall Integrated-Solution:

1. Electronic equipment shall be permanently mounted in equipment racks;
2. Follow ASDI ("Audio Systems Design and Installation" by Phillip Giddings) standards as a minimum;
3. Provide shaft locks or security covers on non-user-operated equipment having front panel access;
4. Install XLR type connectors wired Pin 2 High, Pin 3 Low, and Pin 1 Shield;
5. Mount all equipment, speakers, plates and panels plumb and level;
6. Permanently install all equipment to be firmly mounted and held in place;
7. Provide necessary equipment supports to hold and support loads with at least a 5:1 safety factor;
8. The Contractor shall restore finish hardware to original condition including painting, ceiling modifications, and attachments;

9. The Contractor shall coordinate exact location and installation of the equipment, power, conduit, and raceway systems with the NRC;
10. Contractor shall remove all manufacture's nameplates or logos from product, such as found on speaker(s) within the public site lines or spaces;
11. Contractor shall paint all wall and ceiling mounted speaker grilles and enclosures as directed by the NRC;
12. Prior to energizing or testing the system, contractor shall ensure the following:
  - A. All products are installed in a proper and safe manner per the manufactures instructions.
  - B. Insulation and shrink tubing are present where required.
  - C. Dust, debris, solder, splatter, etc. is removed.
  - D. All cable is dressed, routed, and labels, and all connections are consistent with regard to polarity.
  - E. All labeling has been provided and installed.
  - F. All products are neat, clean, unmarred and securely fastened.
  - G. All debris has been cleaned and removed from the site.
  - H. All electronic devices are properly grounded.
13. Perform the following tests and record all results in the final project manual:
  - A. Test each AC power outlet for proper connections for hot, neutral and ground.
  - B. Measure and record the DC resistance for the technical ground in the equipment racks and console. Resistance should be 0.15 ohms or less.
  - C. Measure the impedance of each speaker line from the amplifier rack.
  - D. Speaker Verification Test:
    1. Provide a low level distinctive tone to each amplifier input.
    2. Systematically turn on each amplifier one by one and verify that the correct speaker is being driven. Correct wiring as required for proper operation.
  - E. Constant Voltage Speaker Test:
    1. Provide a low level distinctive tone to each amplifier input.
    2. Systematically turn on each amplifier one by one and verify that the correct speaker is being driven. Correct wiring as required for proper operation.
    3. Walk the areas covered by the speakers and check for even level volume coverage.

4. Adjust any speakers that are not correct by changing tap values as required for even volume level.
- F. **Speaker Polarity:**
1. Use an electronic polarity checker to test each reinforcement speaker.
  2. All speakers should have the same relative polarity.
- G. **System Gain Adjustment:**
1. Adjust each active device to have unity gain from the console output to the input of the amplifiers.
  2. With all amplifiers turned off, connect a sine wave or pink noise to an input of the console.
  3. Using a RMS voltmeter adjust the scale to an output between 10 and 0 dBu.
  4. Once level has been established, it should remain unchanged throughout testing.
  5. From the console proceed to each electronic device in the signal path and adjust to be uniform based on the input and outputs of the console.
- H. **Amplifier Level Adjustment 70 volt system:**
1. Adjust the level of the 70-volt systems to achieve a volume level appropriate for their location and intended use.
  2. After initial amplifier adjustment as performed in 3.07.I, walk all areas utilizing the 70 volt systems and check for volume uniformity.
  3. If any changes of 3dB or more occur adjust that specific area or speaker as required for even coverage.
- I. **Input Verification Test:**
1. Using a microphone or portable signal generator or CD player send signal from every microphone input to the console, check every connection location in the facility.
  2. Verify that the receptacle under test appears at the correct position on the patch bay and is operating properly.
  3. In a similar manner check any other inputs or tie-lines as appropriate.

14. After all of the above the system is ready for inspection. Formally notify the NRC at least 2-business-days prior to desired initial inspection date.
15. Make all final adjustments and equalization immediately which are required to pass final inspection for acceptance by NRC. The Contractor shall provide a complete and operational system configured and installed for user-friendly operation and low maintenance. Provide for reprogramming of the control software, as directed by the NRC, before Final Acceptance. Provide for two level adjustments of the audio systems, as directed by the NRC, before Final Acceptance. On-site factory technical support shall be provided if necessary to assure performance. It shall be the responsibility of the Contractor to arrange with the NRC a mutually acceptable time for Acceptance Testing, based upon meeting the installation schedule provided in the Statement of Work. The Contractor shall provide operating personnel with extensive training and experience with each system type included in the Integrated-Solution.

#### **LABELING**

The Contractor shall comply with the following minimum requirements for labeling included in the overall Integrated-Solution:

1. Provide, for each piece of rack-mounted equipment, an engraved lamicoïd label and attach to the front of the equipment. All labels on audio-visual equipment and racks shall be self-adhering black laminate with white engraved letters and be installed in a plumb, level, and permanent manner. Provide rear mounted labeling for all rack mounted equipment.
2. Provide engraved label over each user-operated control that describes the function or purpose of the control. Adjust size of label to appropriate size for location.
3. Provide each terminal strip with a unique descriptor and a numerical designator for each strip. Show strip information on the drawings.
4. Provide logical and legible cable and wiring labels permanently attached for easy identification to each cable, both ends.
5. Label on cables shall be adhesive style striping covered with clear heat shrink tubing sized appropriately for the cable.
6. Wiring designator shall be alphanumeric code unique for each cable.
7. Each cable type shall be labeled starting with different designations (i.e. mic series "Mxxx", speaker series "Sxxx", etc.)

8. Locate the cable designator at the origination and the destination of each circuit. Locate cable designator within 2" of connection point.

#### **APPLICABLE FEDERAL SPECIFICATIONS AND STANDARDS**

The Contractor shall comply with the following specifications, standards, and guidance for the installation of the overall Integrated-Solution:

1. J-C--30A & AM-1 Cable and Wire, Electrical (Power, fixed Installations)
2. W-C-3735B Circuit Breakers, Molded Case, Branch Circuit, and Service
3. W-C-586C Conduit outlet boxes, bodies and entrance caps, electrical: cast metal
4. W-C-596E/Gen Connector, Electrical, Power, General Specifications
5. W-F-406B Fittings for Cable, Power, Electrical and Conduit, Metal, Flexible
6. W-F-408C Fittings for Conduit, Metal, Rigid, (Thick wall and EMT)
7. W-J-800D Junction Box: Extension, Junction Box; Cover, Junction Box (Steel, Cadmium, or Zinc Coated)
8. HH-I-553C Insulation Tape, Electrical (Rubber, Natural, or Synthetic)
9. HH-I-595C Insulation Tape, Electrical, Pressure Sensitive Adhesive, Plastic
10. WW-C-0054OC Conduit, Metal, Rigid: and Coupling, Elbow, and Nipple, Electrical Conduit: Aluminum
11. WW-C-566C Conduit, Metal, Flexible
12. WW-C-581E Conduit, Metal, Rigid, and Intermediate: and Coupling, Elbow and Nipple, Electrical Conduit: Steel Zinc Coated
13. C2-1990 National Electrical Safety Code
14. C97.1-1972 Low Voltage Cartridge Fuses 600V or Less
15. Institute of Electrical and Electronic Engineers (IEEE)

16. 142-1982 Recommended Practice for Grounding of Industrial and Commercial Power Systems
17. ANSI/ TIA/ EIA- 568- B, Commercial Building Telecommunications Cabling Standard, 2001.
18. ANSI/ TIA/ EIA- 569- A, Commercial Building Standard for Telecommunications Pathways and Spaces, 1998.
19. BICSI Telecommunications Distribution Methods Manual, current edition.
20. National Electric Code (NEC)
21. National Electrical Manufacture's Association (NEMA)
22. Underwriters Laboratories (UL)
23. Electronics Industries Association (E.I.A.)
24. American National Safety Institute (ANSI)
25. Sound System Engineering, by Davis and Davis Second Addition published by SAMS
26. Audio System Design and Installation, by Giddings published by SAMS

#### **PA SYSTEM DOCUMENTATION**

The Contractor shall provide NRC with the following information and shop drawings related to the PA System Integrated-Solution:

- A. A detailed equipment list in WordPerfect format (both hard copy and disk) showing Item Number, Item Description, Manufacturer, Part Number, Quantity, Heat in Watts, Weight, and Price. Include manufacturer's specification sheets for each piece submitted. This shall be generated from this document and related drawings.
- B. Provide basic schematic and riser drawings describing the PA system inter-connectivity and performance.
- C. All manufacturer manuals, recommended maintenance and warranty information for all equipment and software.

#### **SUBMITTALS**

- A. Provide the following for NRC approval fourteen days after Notice of award and prior to commencement of Work:
1. A complete list of all products to be incorporated within the work with all quantities listed. Each product shall be listed with specification section references in WordPerfect format.
  2. Complete functional diagrams of each system configuration required for a complete and operational system with descriptive narratives of any deviations from the specified system design.
  3. All shop drawings as defined below:
    - A. Shop Drawings shall not be smaller than 24"x36" and shall be sized as appropriate for thorough understanding of systems;
    - B. All drawings shall be scaled appropriately but not less than 1/8" = 1'.
    - C. Schematic detailed wiring diagrams showing interconnection of contractor provided components and fabricated products, wiring and cabling diagrams depicting cable types, and device designators. Each component shall have a unique designator and use same designator throughout the project.
    - D. Show location of all equipment in racks, consoles, or on tables, with complete dimensions, wire routing and cabling within housing.
    - E. Show all A.C. power outlet locations and terminal strip locations within each equipment rack.
    - F. Plans and sections of the building and adjacent grounds showing the location of all installed equipment such as loudspeakers, racks, consoles, plates/panels, antennas, (etc.).
    - G. Patch panel layouts and labeling strips, including color schemes as necessary.
    - H. Full fabrication details of custom enclosures and millwork indicating dimensions, material, finish, and openings for equipment.
    - I. Provide complete drawings for all fabricated plates and panels which include:

1. Dimensioned locations of components, component type, engraving information, plate color information, and a complete bill of materials for each plate.
2. Complete labeling schemes for all cabling and equipment components for project. Include font size and styles along with a sample of cable label and equipment label. All labeling shall be consistent with-in the project scope.
3. A complete wire schedule showing source and destination.

#### **SUBMITTAL FORMAT**

1. Each submittal shall be in three ring binders no larger than 3" spines and sized for 150% of material enclosed. Use multiple volumes if necessary.
2. Arrange product data in alphanumeric order.
3. Separate major groupings with labeled binder tabs.
4. Index product data sheets by manufacture and model or part number.
5. Each submittal shall include a unique number scheme and be numbered in consecutive order.
6. Each submittal shall include a complete table of contents with the following information:
  - a. Project title and number.
  - b. Submittal number.
  - c. Date of submission.
7. Referenced addendum or change order numbers, as applicable.
8. Referenced specification section, part, article, paragraph and page, and/or drawing reference as applicable.

#### **NRC INSPECTION AND ACCEPTANCE TESTING**

Upon completion of the installation of the Integrated-Solution, the Contractor shall notify the NRC Project Officer that the system is ready to begin NRC Acceptance Testing. During the entire period of the acceptance testing, the contractor shall provide on-site technical personnel who are familiar with all aspects of the system(s) to demonstrate the system for NRC during all Acceptance Testing.

For the Acceptance Testing, the contractor shall perform up to ten (10) demonstrations of all the system features as requested by NRC during the following 30-day period (as required by NRC) to prove the system performance consistently provides the functionality and reliability

specified herein. These demonstrations will normally be required during weekday evening non-work hours (after 8:00pm) and/or during a weekend, to minimize their impact on building occupants. However, NRC reserves the right to require the Contractor to perform the demonstrations at any time during the 30-day period for acceptance testing.

The process of testing the system(s) shall include:

1. Any necessary moving and adjusting of certain components such as speaker aiming and transformer tap values;
2. Testing will include operation of each system and any components deemed necessary to demonstrate the overall system complies with all of the NRC Functional Requirements;
3. Provision of the required test equipment, tools, and materials to perform any necessary repairs and/or adjustments;
4. In the event that further adjustments or work is required during testing, the Contractor shall continue the work until the system(s) is acceptable (in full compliance with the terms of this contract) at no additional increase to the contract price.
5. If the system fails to comply with all the NRC Minimum Performance Requirements stated herein and thereby does not pass NRC Acceptance Testing within the schedule stated in the SOW, the NRC reserves the right to deduct \$200 per calendar day from the total cost of Task #1, for each additional calendar-day the system fails to pass NRC Acceptance Testing.

The complete installation of the Integrated-Solution under Task-1 shall be completed within forty-five (45) calendar-days after the NRC notifies the contractor that they are receiving the award of this procurement. The Base-Period of 9-months of full-warranty coverage shall be included in the Price for Task-1. This warranty support shall maintain the system's continuous compliance with all of the requirements of Task-1.

**TASK-2:**

Within 2-weeks of the date that the Integrated-Solution passes all NRC Acceptance Testing, the Contractor shall provide NRC with three days (8-hours each day) of on-site training in the use and maintenance of the PA System Integrated-Solution and shall provide NRC with a detailed custom operating manual covering "step-by-step" use of the overall system.

For this training, the Contractor shall:

- A. Develop an instructional course based on the use of the system(s) and manufacture's recommendations for maintenance;
- B. Provide a minimum of 24-hours of on-site instruction on the use and maintenance of the system;
- C. Arrange the course so that operational and maintenance classes are separate.
- D. Submit an outline of the course with sample instructional aids for approval at least 3-days prior to the scheduled instruction sessions.

**NRC OPTION FOR TASK-3:**

The Contractor shall provide NRC with the option for up to four (4) additional one-year option-periods of on-site warranty support covering all labor, materials, software and equipment provided as part of the Integrated-Solution. This warranty support shall cover the installed Integrated-Solution and any future modifications to it during the contract period performed by the Contractor under the on-call services specified in Task-5. Under the warranty the contractor shall maintain the PA System's continuous compliance with all of the requirements of Task-1. The cost of this warranty support shall be a fixed-price for each option-year and shall be invoiced by the Contractor after each 12-month warranty period is completed.

During this entire warranty period, the contractor shall:

- A) Respond on-site every 6-months to test the system and perform any preventative maintenance required to ensure the system consistently complies with the level of reliability specified in Task-1 herein;
- B) Respond on-site within 8-hours of a request by NRC and either repair or replace any malfunctioning equipment, software or materials within 24-hours of a problem being identified by the Contractor or NRC.

During this warranty period, if the Contractor fails to maintain the system's continuous compliance with all of the requirements of Task-1, the following additional terms shall apply to this task-3, at no additional cost to NRC:

1. For each occurrence where the PA system malfunctions and thus fails to provide the functionality and consistent level of reliability specified herein in Task-1, NRC reserves the right to deduct 5% from the amount owed to the Contractor for that year's warranty coverage;
2. During the entire warranty coverage period (base period and any option periods), if there are two (2) occurrences in the same warranty-year period (base period or any of the option year periods) where the PA system fails to provide the functionality and consistent level of reliability specified herein in Task-1, the Contractor shall begin performing the 6-month periodic on-site testing and preventative maintenance every 3-months at no additional cost to NRC.

**NRC OPTION FOR TASK-4:**

During the initial Base-Period of warranty coverage and any option period exercised by NRC, at NRC's request and on an on-call fixed-hourly rate basis, the Contractor shall respond on-site at the NRC location (with 48-hours of notice by NRC) to provide Technical Assistance that is not covered under the warranty services (i.e. provide on-site support during an NRC special event, attend NRC meetings related to the PA system, provide additional on-site training, provide on-site or written technical input for future modifications to the system that NRC may consider at the Headquarters or Regional offices, etc.)

**NRC OPTION FOR TASK-5:**

During the initial Base-Period of warranty coverage and any option period exercised by NRC, the contractor shall provide the following on-call support within 48-hours of notification to the contractor from NRC of a need for these services:

1. Maintenance on a fixed-price basis to replace any malfunctioning PA system speakers and/or speaker wiring at the NRC Headquarter's facility (these items are not replaced as part of the Integrated-Solution upgrade). This service will usually be done at the same time as the on-site periodic preventative maintenance is being performed and for this service the contractor shall provide a "fixed-price" to NRC in advance for the following known repairs to the overall PA System at the NRC Headquarters facility that may be needed during the contract period or any future option-period:
  - A. Fixed-price to replace a malfunctioning speaker as follows:
    1. With a new speaker of the same size (10% variance allowed) and same color;
    2. With equal or better performance characteristics;
    3. The fixed-price per installed speaker includes all costs for labor, materials, and equipment required to replace the speaker (this price shall include the cost of the actual replacement speaker).
  - B. Fixed-price to replace the wire to a speaker as follows:
    1. With a new wire of equal or better performance characteristics;
    2. With equal or better performance characteristics;
    3. The fixed-price "per-foot" of installed speaker-wire shall include all costs for labor, materials, and equipment required to replace the wire (this price shall include the cost of the actual replacement wire).
2. On-call PA System modifications on a Time & Materials cost basis to modify the system during the contract period as requested by NRC (i.e. move microphone locations, install new speaker (not replace) and/or microphone locations, re-locate PA system equipment within the facility, assist NRC Regional Offices with PA system related issues and add other PA System features or equipment to meet changing NRC needs, etc.). Billable time for these Time & Materials modification

services shall only start upon arrival at the NRC location (no travel time shall be charged to or from the NRC location) and the charges for any materials and/or equipment provided shall be limited to reimbursement for the Contractor's actual cost to purchase the items with no more than a 10% markup for handling and delivery to NRC, over the contractor's actual cost to purchase the item. For reimbursement of the cost of any type of item (materials, supplies, software, equipment, etc.) the contractor shall provide the NRC with copies of receipts to verify the actual cost paid by the contractor.

## **V. - PERIOD OF PERFORMANCE:**

### **Task #1:**

The installation part of this task shall be completed within 45-calendar-days of NRC notifying the Contractor of NRC's approval of the Contractor staff's security clearance for on-site access to the subject PA systems and related information. NRC reserves the right for acceptance testing of the installed Integrated-Solution to last up to 30-days after the Integrated-Solution is fully installed. The Base-Period of 9-months of full-warranty coverage on the installed Integrated-Solution shall begin the day after the system passes all NRC Acceptance Testing under Task-1.

### **Task #2:**

This task shall be completed within 2-weeks of NRC's acceptance of the work performed under Task #1.

### **Tasks #3, #4 & #5:**

If NRC elects to exercise the option for any or all of these services, the task period shall begin each annual period (four additional one-year option-periods) on the calendar-day after the initial 9-month Base-Period of warranty coverage expires.

## **VI. - ON-SITE CONTRACT PERSONNEL BACKGROUND INFORMATION SUBMITTAL REQUIREMENTS:**

**NOTICE:** The NRC is a sensitive federal location and limits unescorted access to the NRC's premises to those individuals who have been approved through the NRC's personnel security screening process. Persons who have not completed the NRC's personnel security screening process must be escorted at all times while they are within the NRC's premises. The Contractor shall ensure that all onsite Contractor personnel wear clothing (shirt or jacket) that clearly identify the company they represent.

By 7/10/03, the Contractor shall submit a completed security package to the NRC Contracting Officer for all personnel who will be performing the work on-site at NRC and/or have access to any sensitive information revealed during this overall project. If any of the completed security packages submitted by the Contractor are in-complete or the NRC security office requires additional information to process any of the clearances, the Contractor shall either provide the

additional information within 2-business-days or (at NRC's request) replace the subject personnel with another contractor who can provide NRC with a completed security package within 2-business-days. Failure by the Contractor to use contract personnel who can pass NRC's security screening for on-site access to the NRC facility or related sensitive information shall be grounds for NRC to terminate this contract for default and re-procure from another source if NRC decides it is in the best interest of the government.

## **VII. - ON-SITE CONTRACT PERSONNEL CONDUCT**

The Contractor shall be responsible for maintaining satisfactory standards of employee conduct and integrity during the performance of this contract. The Contractor shall also be responsible for ensuring that contract employees do not disturb any existing conditions in the areas accessed and do not use Government telephones, except as authorized.

## **VIII. - ON-SITE CONTRACT PERSONNEL PARKING**

Loading docks are located at the rear of the OWFN and TWFN buildings, accessible by a service drive. For the Contractor's attendance at NRC meetings, limited parking on the service road is available on an as-available basis between the hours of 7:00 am and 6:00 pm, Monday through Friday (can only be used to attend meetings). This parking must be requested through the NRC Project Officer in advance.

## **IX. - GOVERNMENT FURNISHED ITEMS:**

- A. At the TWFN 6<sup>th</sup> Floor location, NRC will provide space for the Contractor's overall monitoring and control equipment, and the amplifiers that support the TWFN building PA System. Also at this location, NRC will install six (6) dedicated standard telephone lines for use by the Contractor to transmit NRC PA announcements to the Five (5) NRC Regional Locations and to the NRC "Telephone Bridge" (to allow any other NRC remote staff to dial into the bridge if they desire access to the PA announcement).
- B. At the OWFN P-1 Floor location, NRC will provide space for the Contractor to install the amplifiers that will support the PA System in the OWFN Building.
- C. The Government will allow the existing PA System ceiling speakers installed in each building to be re-used in the Integrated-Solution for the PA System.
- D. The Government will allow the existing speaker wire that delivers the audio signal to each of the existing PA System ceiling speakers from the amplifiers to be re-used in the Integrated-Solution for the PA system.



6. INFORMATION PERTAINING TO THESE REQUIREMENTS OR THIS PROJECT, EVEN THOUGH SUCH INFORMATION IS CONSIDERED UNCLASSIFIED, SHALL NOT BE RELEASED FOR DISSEMINATION EXCEPT AS APPROVED BY:

NAME AND TITLE  <b>Valeria Wilson, Div. of Administrative Services Office of Administration</b>	SIGNATURE  <i>Valeria H. Wilson</i>	DATE  5/9/03
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**7. CLASSIFICATION GUIDANCE**

NATURE OF CLASSIFIED GUIDANCE IDENTIFICATION OF CLASSIFICATION GUIDES

[REDACTED]

**8. CLASSIFIED REVIEW OF CONTRACTOR / SUBCONTRACTOR REPORT(S) AND OTHER DOCUMENTS WILL BE CONDUCTED BY:**

- AUTHORIZED CLASSIFIER (Name and Title)
  DIVISION OF FACILITIES AND SECURITY

**9. REQUIRED DISTRIBUTION OF NRC FORM 187 Check appropriate box(es)**

- SPONSORING NRC OFFICE OR DIVISION (Item 10A)
  DIVISION OF CONTRACTS AND PROPERTY MANAGEMENT  
 DIVISION OF FACILITIES AND SECURITY (Item 10B)
  CONTRACTOR (Item 1)  
 SECURITY/CLASSIFICATION REQUIREMENTS FOR SUBCONTRACTS RESULTING FROM THIS CONTRACT WILL BE APPROVED BY THE OFFICIALS NAMED IN ITEMS 10B AND 10C BELOW.

**10. APPROVALS**

SECURITY/CLASSIFICATION REQUIREMENTS FOR SUBCONTRACTS RESULTING FROM THIS CONTRACT WILL BE APPROVED BY THE OFFICIALS NAMED IN ITEMS 10B AND 10C BELOW.

NAME (Print or type)	SIGNATURE	DATE
A. DIRECTOR, OFFICE OR DIVISION  <b>Valeria H. Wilson</b>	SIGNATURE <i>Valeria H. Wilson</i>	DATE 5/9/03
B. DIRECTOR, DIVISION OF FACILITIES AND SECURITY  <b>Thomas O. Martin</b>	SIGNATURE <i>T. O. Martin</i>	DATE 5/13/03
C. DIRECTOR, DIVISION OF CONTRACTS AND PROPERTY MANAGEMENT (Not applicable to DOE agreements)  <b>Kathryn O. Greene</b>	SIGNATURE <i>Kathryn O. Greene</i>	DATE 5/14/03

REMARKS

[REDACTED]

(MARCH 1996)  
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**BILLING INSTRUCTIONS FOR  
FIXED PRICE CONTRACTS**

**General:** The contractor shall prepare vouchers or invoices as prescribed herein. FAILURE TO SUBMIT VOUCHERS/INVOICES IN ACCORDANCE WITH THESE INSTRUCTIONS WILL RESULT IN REJECTION OF THE VOUCHER/INVOICES AS IMPROPER.

**Form:** Claims shall be submitted on the payee's letterhead, voucher/invoices, 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." These forms are available from the U.S. Government Printing Office, 710 North Capitol Street, Washington, DC 20401.

**Number of Copies:** An original and three copies shall be submitted. Failure to submit all the required copies will result in rejection of the voucher/invoice as improper.

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

U.S. Nuclear Regulatory Commission  
Division of Contracts - T-7-I-2  
Washington, DC 20555-0001

A copy of any invoice which includes a purchase of property valued at the time of purchase at \$5000 or more, shall additionally be sent to:

Chief, Property Management Branch  
Division of Facilities and Property Management  
Mail Stop - T-7-D-27  
Washington, DC 20555-0001

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

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

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

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

Agency Payment Office: Payment will continue to be made by the office designated in the contract in Block 12 of the Standard Form 26 or Block 25 of the Standard Form 33, whichever is applicable.

Frequency: The contractor shall submit a voucher or invoice only after the NRC's final acceptance of services rendered or products delivered in performance of the contract unless otherwise specified in the contract.

Preparation and Itemization of the Voucher/Invoice: The voucher/invoice shall be prepared in ink or by typewriter (without strike-overs). Corrections or erasures must be initialed. To be considered a proper voucher/invoice, all of the following elements must be included:

1. Contract number.
2. Sequential voucher/invoice number.
3. Date of voucher/invoice.
4. Payee's name and address. (Show the name of the contractor and its correct address. In addition, when an assignment of funds has been made by the contractor, or a different payee has been designated, include the name and address of the payee). Indicate the name and telephone number of the individual responsible for answering questions which the NRC may have regarding the voucher/invoice.
5. Description of articles or services, quantity, unit price, and total amount.
6. For contractor acquired property list each item purchased costing \$50,000 or more and having a life expectancy of more than 1 year and provide: (1) an item description, (2) manufacturer, (3) model number, (4) serial number, (5) acquisition cost, (6) date of purchase, and (7) a copy of the purchasing document.
7. Weight and zone of shipment, if shipped by parcel post.
8. Charges for freight or express shipments. Attach prepaid bill if shipped by freight or express.
9. Instructions to consignee to notify the Contracting Officer of receipt of shipment.

10. For Indefinite Delivery contracts or contracts under which progress payments are authorized, the final voucher/invoice shall be marked "FINAL VOUCHER" OR "FINAL INVOICE."

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

Supersession: These instructions supersede any previous billing instructions.

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