

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

1. REQUISITION NO.			BPA NO.		
2. CONTRACT NO. NRC-30-05-281	3. AWARD/EFFECTIVE DATE See Block 30c	4. ORDER NO.	MODIFICATION NO.	5. SOLICITATION NO. RS-RG3-05-281	6. SOLICITATION ISSUE DATE
7. FOR SOLICITATION INFORMATION CALL: a. NAME Jeffrey R. Mitchell		b. TELEPHONE NO. (No Collect Calls) 301-415-6465		8. OFFER DUE DATE/LOCAL TIME	
9. ISSUED BY U.S. Nuclear Regulatory Commission Div. of Contracts Attn: Jeffrey R. Mitchell, 301-415-6465 Mail Stop T-7-I-2 Washington, DC 20555		CODE 3100	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: 517310 SIZE STANDARD:		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)
12. DISCOUNT TERMS Net 30		13b. RATING N/A		14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	
15. DELIVER TO U.S. Nuclear Regulatory Commission Washington DC 20555		CODE	16. ADMINISTERED BY U.S. Nuclear Regulatory Commission Div. of Contracts Mail Stop T-7-I-2 Attn: Cheryl Hausman, 630-829-9551 Washington, DC 20555		CODE 3100
17a. CONTRACTOR/OFFEROR BROADWING COMMUNICATIONS, LLC ATTN: ROBERT PERKINS 1881 CAMPUS COMMONS, STE. 210 RESTON VA 20194 TELEPHONE NO.		CODE	18a. PAYMENT WILL BE MADE BY U.S. Nuclear Regulatory Commission Payment Team, Mail Stop T-9-H-4 Attn: (NRC-30-05-281) Washington DC 20555		CODE 3100
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	The Contractor shall provide Telecommunication Services @ 2443 Warrenville Road, Lisle, Illinois 60532 in accordance with the Statement of Work and Terms and Conditions attached to this Contract.  Broadwing Communications Reps and Certs are hereby incorporated by reference.				

25. ACCOUNTING AND APPROPRIATION DATA 593-15-5E2-334 J9328 2360 31x0200 Obligate #10,000.00			28. TOTAL AWARD AMOUNT (For Govt. Use Only)		
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.			27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED.		
26. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>3</u> 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 _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:		
30a. SIGNATURE OF OFFEROR/CONTRACTOR <i>Diana Gowen</i>		31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) <i>Sharon D. Stewart</i>			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) Diana Gowen, President		30c. DATE SIGNED 23 Feb 05		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Sharon D. Stewart Contracting Officer	
				31c. DATE SIGNED 2/16/05	

AUTHORIZED FOR LOCAL REPRODUCTION

STANDARD FORM 1449 (REV. 4/2002)  
Prescribed by GSA - FAR (48 CFR) 53.212

TEMPLATE - ADM001

SISP Review Complete

ADM002

ITEM NO	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

2a. QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED     INSPECTED     ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_

2b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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3b. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42a. RECEIVED BY (Print)	
	42b. RECEIVED AT (Location)		
	42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS	

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## SECTION B - CONTINUATION BLOCK

## B.1 PRICE/COST SCHEDULE

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE*	ESTIMATED COST
0001	Service call - labor normal business hrs. (total 5-year period, if the option periods are exercised)			\$4,500.00
0002	Service call - labor outside of normal business hrs. (total 5-year period, if the option periods are exercised)			\$600.00
0003	Initial transfer of service provider - non-recurrent cost (year 1 only) Include PIC charges LD interlata toll LD intralata toll international		No Charge	No Charge
0004	Local exchange service - per SOW (2/17/2005-2/16/2006)	Base year		\$16,935.60 *
0005	Local exchange service - per SOW (2/17/2006-2/16/2007)	Option Year 1		\$16,935.60 *
0006	Local exchange service - per SOW (2/17/2007-2/16/2008)	Option Year 2		\$16,935.60 *
0007	Local exchange service - per SOW (2/17/2008-2/16/2009)	Option Year 3		\$16,935.60 *
0008	Local exchange service - per SOW (2/17/2009-2/16/2010)	Option Year 4		\$16,935.60 *

ESTIMATED COST (LOCAL EXCHANGE SERVICE)

\$84,678.00

TOTAL ESTIMATED COST (LOCAL EXCHANGE SERVICE PLUS SERVICE CALLS):

\$89,772.00

ITEMIZATION OF ESTIMATED TELECOMMUNICATION CHARGES - ITEM 0004-0008\*

TYPE OF SERVICE	ESTIMATED QUANTITY	Unit Price	ESTIMATED TOTAL MONTHLY
DID Extension Numbers		\$0.02	\$9.30
POTS Lines		\$18.00	\$396.00
T-1 (PRI) Lines with a total of 46 Voice Channels		\$252.00	\$756.00
Primary Clocking Source Charge		No Charge	No charge

ESTIMATED MONTHLY CHARGE	\$1,161.30
ESTIMATED MONTHLY USAGE	\$ 250.00
TOTAL ESTIMATED MONTHLY CHARGE	\$1,411.30
TOTAL ESTIMATED YEARLY CHARGE	\$16,935.60

Local Usage Band

A (0-8 miles)	\$0.0100
B (8-15 miles)	\$0.0171
C (15-40 miles)	\$0.0214
IntraLATA Toll	\$0.0214

Long Distance

Interstate	\$0.0300
Intrastate	\$0.0243
On-Net InterState	\$0.0190

Toll-Free

Interstate	\$0.0318
Intrastate	\$0.0268

Directory Assistance

Local 411 calls	\$0.30
National Directory	\$0.75

**B.2 BILLING RATE REQUIREMENTS**

All LEC regulated cost shall be billed in accordance with FAR 52.232-6, "Payment under Communication Service Contracts with Common Carrier," and shall be billed in accordance with the Public Utility Commission's rate plan. It is the sole responsibility of the Contractor to submit any rate changes to the NRC Contracting Officer for incorporation into the contract. The hourly rate applicable to service calls identified in the statement of work for this contract shall be paid in accordance with the rates schedule.

**B.3 STATEMENT OF WORK**

**DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK  
LOCAL EXCHANGE CARRIER (LEC) SERVICES  
REGION III**

**PROJECT TITLE:** Region III Telecommunication Services

**1. BACKGROUND**

In accordance with the mission of the U.S. Nuclear Regulatory Commission, Region III office in Lisle, Illinois, the NRC requires telecommunication services to support data, voice and video connectivity. This connectivity is currently provided through PBX interconnections, analog circuits with or without modems, T1 circuits (1.544 Mbps), dedicated pair (48F), Integrated Services Digital Network (ISDN), Asynchronous Digital Subscriber Line (aDSL), and Dedicated Data Service (DDS) between 9.6 and 56Kbs.

The current telephone numbers for the Region III office are 630-829-9500 thru 9999 and 630-810-4370 thru 4380. These are brought to the PBX via T1 carrier systems (PRI trunks) of 24 channels each, (total 48 trunks).

There are also 22 POTS lines which are not routed through the PBX and are used for voice and data lines on a routine basis and if the PBX is not operational.

## 2. OBJECTIVE

The objective of this Statement of Work (SOW) is to identify NRC requirements for the contractor to provide telecommunication services to support data, voice and video connectivity at NRC Region III Office.

## 3. SCOPE

The Contractor shall provide telecommunication services, including emergency and backup service, to the demarcation point of the Region III office location at 2443 Warrenville Road, Lisle, Illinois. The services include, but are not limited to, providing PBX interconnections to a central office for dial tone and switching, high-capacity digital hand-off service consisting of T1 facilities each equipped with 24 individual circuits, and direct cable service of 8 circuits wired directly to the PBX for normal use and emergency backup utilization.

## 4. COMPLIANCE REQUIREMENTS

The Contractor shall provide services in accordance with the rates, terms, and conditions set forth in the applicable Tariffs of the Contractor, as filed with, and approved by, the Illinois Public Utility Commission and/or the Federal Communications Commission.

Contractor services shall be in conformance with all applicable accepted Industry and Federal standards, such as those standards maintained or established by the Electronic Industries Association, Telecommunications Industries Association, Institute of Electrical and Electronics Engineers, Rural Electrification Administration, and Federal Communications Commission. In addition, Contractor work shall meet the standards established in the National Electric Code, Local Building Code, National Fire Code, and State and Local Fire Codes.

## 5. TECHNICAL REQUIREMENTS

The Contractor shall provide telecommunications services, including emergency and backup service, to the demarcation point of the Region III office location at 2443 Warrenville Road, Lisle, Illinois. These services shall support voice, data, and video connectivity at various speeds; interface with the Fujitsu 9600 PBX system; include unblocked access and interface into the Federal Telecommunications System (FTS) 2001 and network environment for long distance service, and interface with commercial long distance carriers. The Contractor shall provide number portability for all phone numbers currently in use at the Region III location.

The Contractor shall provide 24-hour emergency maintenance service for equipment and to support connectivity, 7 days a week, 365 days a year. Emergency maintenance will be requested by verbal and/or written request from the NRC Project Officer (PO), the PO designee, or Contracting Officer (CO). The Contractor shall provide, at no charge, for all contractor-furnished services and equipment, trouble and/or fault isolation and diagnostic testing in accordance with industry standards and shall initiate corrective action after notifying the PO.

The Contractor shall provide services to engineer, install, and/or modify the telecommunications services at the Region III location. These services will be requested by the PO or PO designee via a written or verbal request and will include, but may not be limited to:

1. Analyzing telecommunications support provided and make recommendations for upgrade, change, or improvement to the NRC CO
2. An initial inventory of existing services within the first 30-days, after the contract start date to be validated and agreed upon by both the vendor and the Government.
3. Installation, relocation, and/or removal of the following:

- a. Measured Business (1MBs) Lines
- b. Integrated Services Digital Network (ISDN)
- c. 3002, 48F Circuits
- d. Digital Data Service (DDS)
- e. High Capacity Digital Service (T1)
- f. Switched Multi megabit Data Service (SMDS)
- g. Frame Relay
- h. FDDI Network Service (FNS)
- i. Asynchronous Digital Subscriber Line (aDSL)

When it is determined that NRC equipment is at fault for a specific problem, the Contractor's technician shall note on the work order the specific problem, the actions taken to determine the source of the fault, and shall notify the NRC PO immediately. If, in performing the repair or follow-up, it is determined that the specific problem was actually related to Contractor-provided equipment or services, any or all changes to NRC for correction of the fault shall be credited on the subsequent monthly invoice.

The Contractor may be required to coordinate with other NRC service providers in conjunction with the NRC PO in order to correct problems and restore communications. Any dispute concerning the responsible ownership of the malfunction will be subject to the "Disputes Clause" of this contract.

The Contractor shall not make modifications, alterations, or changes to any existing NRC telecommunications configuration unless authorized in writing by the NRC CO.

The Contractor shall not disable, bypass or otherwise render inoperative, any safety device within the NRC telecommunications configuration.

The Contractor shall report to the NRC PO any situation that could cause system failure or the degradation of telecommunications services and recommend possible corrective action.

## **6. PERSONNEL QUALIFICATIONS**

All Contractor technical personnel providing services under this contract shall have the requisite qualifications and experience to perform the required tasks. These qualifications and experience shall be in the following areas: performing installation and maintenance of specialized equipment such as fiber optics; cable design, fabrication, installation, and removal; fault isolation techniques, trouble-shooting, diagnostic equipment utilization, initiation of corrective action, and ability to distinguish and interpret color codes and identify circuit/line termination points.

All personnel performing work on this task order must present proper credentials (photo identification) to the Receptionist prior to gaining access to the facility. In addition, all personnel providing work on this task order shall be escorted at all times while on NRC premises.

## **7. ISSUANCE OF WORK ORDERS AND RESPONSE TIMES**

Within one (1) working day of contract award, the Contractor shall provide the NRC PO & CO with procedures to be used to obtain services outside of the Region III normal business hours and in emergency situations. The procedures shall include a primary and alternate telephone number and name(s) of individuals to contact. For the Region III office, normal business hours are 7:00 a.m. to 4:45 p.m. Central Standard Time.

The NRC may require work to be performed on an emergency or routine basis. Work to be performed on an emergency basis shall require a two-hour response time from the time the NRC PO, PO designee, or CO initiates the call. Work to be performed on a routine basis shall require a four-hour response time from the time the NRC PO, PO designee, or CO initiates the call.

The NRC PO, PO designee, or CO will initiate a work order/request to the Contractor via a written or verbal request. Trouble calls shall be confirmed in writing within five (5) working days, will have the signature of the NRC PO, PO designee, or CO as approval and will provide the following information:

- Type of request (routine or emergency) / replacement, repair, fabrication, or installation, etc.
- The vendor supplied ticket number, if initial contract was made verbally, for work being requested.
- Location and type of service required, i.e., type of equipment to be installed or repaired, no dial tone, etc.
- Name and telephone number of the NRC points of contact having the ability to provide additional information and/or facility access as required.
- The NRC PO, PO designee, or CO will be the only individuals authorized to initiate work order/request/trouble calls. The NRC will not be held liable for any cost incurred by the Contractor for performance of any work in response to a work order/request/trouble call initiated by any unauthorized individual.

## **8. ADDITIONAL CONTRACTOR RESPONSIBILITIES**

The Contractor shall also be responsible for:

- Ensuring all areas in which work occurs are left broom-clean and free of debris.
- Removal and replacement of ceiling tiles associated with maintenance or installation of telecommunications services.
- The Contractor shall repair and return to original condition, at no cost to the government, all surfaces (to include, but not limited to floors, walls, ceilings, doors and windows) which are damaged or marred by Contractor personnel.
- The contractor shall notify the NRC PO a minimum of 48 hours in advance of any vendor initiated maintenance issues that may impact the NRC Region III Office telecommunications services.
- The contractor shall seek authorization from the NRC PO prior to performing maintenance/repair actions that involve taking NRC telecommunication resources out of service.
- The Contractor shall ensure that all moves, adds, or changes to the Contractor-furnished and installed telecommunications services are approved by the CO, or PO when designated by the CO. The NRC will not be responsible for any changes made to Contractor-furnished and/or installed services that are not approved by the PO or CO.

## **9. NRC RESPONSIBILITIES:**

The NRC will:

- Provide security for the telecommunications distribution system equipment room and wire closets.
- Provide the Contractor access to buildings and offices requiring telecommunications services.

- Provide the Contractor with information for any Government furnished equipment requiring interconnection with the Contractor's telecommunications equipment.

#### 10. PERIOD OF PERFORMANCE

Base Year - From February 17, 2005 to February 16, 2006  
Option 1 - From February 17, 2006 to February 16, 2007  
Option 2 - From February 17, 2007 to February 16, 2008  
Option 3 - From February 17, 2008 to February 16, 2009  
Option 4 - From February 17, 2009 to February 16, 2010

#### B.4 CONSIDERATION AND OBLIGATION--DELIVERY ORDERS (JUN 1988)

(a) The total estimated amount of this contract (ceiling) for the products/services ordered, delivered, and accepted under this contract is \$16,935.60. The Contracting Officer may unilaterally increase this amount as necessary for orders to be placed with the contractor during the contract period provided such orders are within any maximum ordering limitation prescribed under this contract.

(b) The amount presently obligated with respect to this contract is \$10,000.00. The Contracting Officer may issue orders for work up to the amount presently obligated. This obligated amount may be unilaterally increased from time to time by the Contracting Officer by written modification to this contract. The obligated amount shall, at no time, exceed the contract ceiling as specified in paragraph a above. When and if the amount(s) paid and payable to the Contractor hereunder shall equal the obligated amount, the Contractor shall not be obligated to continue performance of the work unless and until the Contracting Officer shall increase the amount obligated with respect to this contract. Any work undertaken by the Contractor in excess of the obligated amount specified above is done so at the Contractor's sole risk.

#### B.5 DURATION OF CONTRACT PERIOD (MAR 1987) ALTERNATE 4 (JUN 1988)

The ordering period for this contract shall commence on February 17, 2005 and will expire on February 16, 2006. Any orders issued during this period shall be completed within the time specified in the order, unless otherwise specified herein. (See 52.216-18 - Ordering.) The term of this contract may be extended at the option of the Government for an additional four 1-year periods.

**SECTION C - CONTRACT CLAUSES****C.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	

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

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

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

52.217-8	OPTION TO EXTEND SERVICES	NOV 1999
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004

**C.3 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JAN 2005)**

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

(1) 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).

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

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

- (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995), with Alternate I (OCT 1995)(41 U.S.C. 253g and 10 U.S.C. 2402).
- (2) 52.219-3, Notice of Total HUBZone Set-Aside (JAN 1999) (15 U.S.C. 657a).
- (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- (4) (i) 52.219-5, Very Small Business Set-Aside (JUNE 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).
- (ii) Alternate I (MAR 1999) of 52.219-5.
- (iii) Alternate II (JUNE 2003) of 52.219-5.
- (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).
- (ii) Alternate I (OCT 1995) of 52.219-6.
- (iii) Alternate II (MAR 2004) of 52.219-6.
- (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).
- (ii) Alternate I (OCT 1995) of 52.219-7.
- (iii) Alternate II (MAR 2004) of 52.219-7.
- (7) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).
- (8)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2002) (15 U.S.C. 637(d)(4)).
- (ii) Alternate I (OCT 2001) of 52.219-9.
- (iii) Alternate II (OCT 2001) of 52.219-9.
- (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).
- (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUNE 2003) (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 (JUNE 2003) of 52.219-23.
- (iii) Alternate II (OCT 1998) of 52.219-23.
- (11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004)
- (14) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

- (15) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JUN 2004) (E.O. 13126).
- (16) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
- (17) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).
- (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
- (19) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
- (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
- (21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).
- (22)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).
- (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- (23) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).
- (24)(i) 52.225-3, Buy American Act--Free Trade Agreements-- Israeli Trade Act (JAN 2005) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286).
- (ii) Alternate I (JAN 2004) of 52.225-3.
- (iii) Alternate II (JAN 2004) of 52.225-3.
- (25) 52.225-5, Trade Agreements (JAN 2005) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- (26) 52.225-13, Restrictions on Certain Foreign Purchases (Dec 2003) (E.O.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- (27) 52.225-15, Sanctioned European Union Country End Products (FEB 2000) (E.O. 12849).
- (28) 52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849).
- (29) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- (30) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- (31) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).
- (32) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).
- (33) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

(34) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

(35)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).

(ii) Alternate I (APR 2003) of 52.247-64.

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

(1) 52.222-41, Service Contract Act of 1965, as Amended (MAY 1989) (41 U.S.C. 351, et seq.).

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

(3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) (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 (February 2002) (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 Agreements (CBA) (May 1989) (41 U.S.C. 351, et seq.).

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

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

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

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

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

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (April 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (December 2001) (38 U.S.C. 4212).

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

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

(vi) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (April 2003) (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.

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

#### **C.4 52.216-18 ORDERING (OCT 1995)**

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

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

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

#### **C.5 52.216-21 REQUIREMENTS (OCT 1995)**

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

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

orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

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

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

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

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 1 month.

#### **C.6 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 10 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 five years.

#### **C.7 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)**

Funds are not presently available for performance under this contract beyond the effective period. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond the effective period, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

## C.8 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.9 PROJECT OFFICER AUTHORITY (ALT 2) (FEB 2004)

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

Name: Cheryl Hausman

Address: 2443 Warrenville Road, Suite 210  
Lisle, IL 60532

Telephone Number: 630-829-9551

(b) The project officer shall:

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

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

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

(4) Immediately notify the Security Branch, Division of Facilities and Security (SB/DFS) (via e-mail) when a contractor employee no longer requires access authorization and return of any NRC issued badge to SB/DFS within three days after their termination.

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

## C.10 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.

## C.11 52.237-3 CONTINUITY OF SERVICES (JAN 1991)

(a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either

the Government or another contractor, may continue them. The Contractor agrees to (1) furnish phase-in training and (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

(b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

(c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

(d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

(END-OF-CLAUSE)

**SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS****D.1 BILLING INSTRUCTIONS****BILLING INSTRUCTIONS FOR  
FIXED PRICE CONTRACTS (October 2003)**

**General:** The contractor is responsible during performance and through final payment of this contract for the accuracy and completeness of the data within the Central Contractor Registration (CCR) database, and for any liability resulting from the Government's reliance on inaccurate or incomplete CCR data. 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:

NRC Property Management Officer  
Administrative Services Center  
Mail Stop -O-2G-112  
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. Contractor's Data Universal Number (DUNS) or DUNS+4 number that identifies the contractor's name and address. The DUNS+4 number is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the contractor to identify alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.
2. Contract number.
3. Sequential voucher/invoice number.
4. Date of voucher/invoice.
5. Payee's name and address. Show the name of the Payee as it appears in the contract and its correct address. If the Payee assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Payee shall require as a condition of any such assignment, that the assignee shall register separately in the Central Contractor Registration (CCR) database at <http://www.ccr.gov> and shall be paid by EFT in accordance with the terms of this contract. See Federal Acquisition Regulation 52.232-33(g) Payment by Electronic Funds Transfer - Central Contractor Registration (October 2003).
6. Description of articles or services, quantity, unit price, and total amount.
7. 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.
8. Weight and zone of shipment, if shipped by parcel post.
9. Charges for freight or express shipments. Attach prepaid bill if shipped by freight or express.
10. Instructions to consignee to notify the Contracting Officer of receipt of shipment.
11. 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.