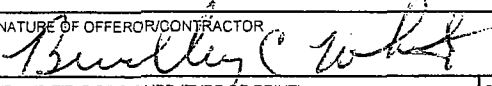
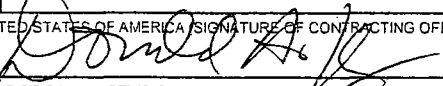


SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NO. HR-07-38		PAGE 1 OF 15																			
2. CONTRACT NO. NRC-38-07-382		3. AWARD/EFFECTIVE DATE See Block 30c.		4. ORDER NO.		5. SOLICITATION NUMBER HR-07-382																			
7. 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				10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> EMERGING SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: SIZE STANDARD:																					
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS 2% Net 15		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING N/A																			
15. DELIVER TO U.S. Nuclear Regulatory Commission Washington DC 20555				16. ADMINISTERED BY U.S. Nuclear Regulatory Commission Div. of Contracts Mail Stop T-7-I-2 Washington, DC 20555																					
17a. CONTRACTOR/OFFEROR M T I OFFICE SYSTEMS INC M T I POWER CONDITIONING COMPANY ATTN: STEVE MCCORD 14800 MARTIN DR EDEN PRAIRIE MN 553442012 TELEPHONE NO. 888-622-6565 x212		17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>		18a. PAYMENT WILL BE MADE BY U.S. Nuclear Regulatory Commission Payment Team, Mail Stop T-7-I-2 Attn: (NRC-38-07-382) 11555 Rockville Pike, Rockville MD 20852		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM																			
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="width:10%;">19. ITEM NO.</th> <th style="width:50%;">20. See CONTINUATION Page SCHEDULE OF SUPPLIES/SERVICES</th> <th style="width:10%;">21. QUANTITY</th> <th style="width:10%;">22. UNIT</th> <th style="width:10%;">23. UNIT PRICE</th> <th style="width:10%;">24. AMOUNT</th> </tr> <tr> <td></td> <td> <p>The Contractor shall provide the U.S. Nuclear Regulatory Commission with Six Multimedia Podiums at a firm - fixed price, turn-key system. In accordance with the schedule of supplies, Statement of Work and terms and conditions attached to this order.</p> <p>ORCA.GOV Reps and Certs are hereby incorporated by reference</p> <p>(Use Reverse and/or Attach Additional Sheets as Necessary)</p> </td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td colspan="4"></td> <td style="text-align: right;">SUBTOTAL</td> <td>\$118,791.00</td> </tr> </table>								19. ITEM NO.	20. See CONTINUATION Page SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT		<p>The Contractor shall provide the U.S. Nuclear Regulatory Commission with Six Multimedia Podiums at a firm - fixed price, turn-key system. In accordance with the schedule of supplies, Statement of Work and terms and conditions attached to this order.</p> <p>ORCA.GOV Reps and Certs are hereby incorporated by reference</p> <p>(Use Reverse and/or Attach Additional Sheets as Necessary)</p>									SUBTOTAL	\$118,791.00
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				SUBTOTAL	\$118,791.00																				
25. ACCOUNTING AND APPROPRIATION DATA 7-8415-5C1114 T8410 252A 31x0200 Obligate \$78,791.00 7-8415-5CE114 Z8410 252A 31x0300 Obligate \$40,000.00				26. 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"/>				27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA <input checked="" type="checkbox"/>																					
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>2</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				29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS: <input type="checkbox"/>																					
30a. SIGNATURE OF OFFEROR/CONTRACTOR 				31a. UNITED STATES OF AMERICA SIGNATURE OF CONTRACTING OFFICER 																					
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) Bradley C. White, President		30c. DATE SIGNED 10/01/07		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Donald A. King Contracting Officer		31c. DATE SIGNED 9/28/2007																			

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

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

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

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY (Print)
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		42b. RECEIVED AT (Location)
		42c. DATE REC'D (YY/MM/DD)
		42d. TOTAL CONTAINERS

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SECTION B - CONTINUATION BLOCK

B.1 SCHEDULE OF SUPPLIES

QTY	DESCRIPTION
6	Nomad Multimedia Podium PD2100A – Custom Color <ul style="list-style-type: none"> • Crestron Touch Screen Control System • 15" ELO LCD Touch Screen, Enhanced Confidence Monitor • Annotation • Bose Multimedia Sound System • Samsung SDP-950-DX Document Camera • Samsung V8650 DVD/VCR Player & MediaCard Slot • Laptop Connections • Convenient External Electrical Outlet • VGA Splitter • Cables • Input/Output Box <ul style="list-style-type: none"> - VGA HD-15 Output (video only) - RJ-45 output (Video and RS-232) - RCA left & right audio line level output - Network input • XGA output (HD15) • External Speaker Jack • Built in Shure Mic (goose neck) & Ducker • Power Conditioner • 1 Flip-up Work Surface • Integration and checkout services • Heavy-duty wheels (two fixed, two rotating) • Tuck-away handle • One wire connectivity for the projector using Cat5 Transmission for XGA and remote ON/OFF control.
6	Integration for Built-In PC PDSeries (Computer Supplied by NRC) Wireless keyboard & mouse, related hardware integration, upgrade to 4 port VGA switch, and wiring integration during system production supplied by the Nomad.
6	Custom programming for NRC existing Optoma EP739 projectors and existing projection screens. Nomad Technologies to custom program Creston Control System to allow control on/off functions for NRC's existing Optoma EP739 projectors as well as the existing projection screens.
6	Onsite Installation and Testing (Turn-Key System)
1 Lot	Discounts
1	Trade-In Discount The NRC is trading in a (Qty. 1) MT-100 Smart lectern NRC TAG No. 073195
TOTAL	The total firm fixed price for the turn key multimedia podiums (Qty. 6) \$116,391.00

SHIPPING	Shipping – Estimated Not-To- Exceed Shipping will be reimbursed on actual shipping charges with appropriate documentation. Delivery is estimated to be 4-6 weeks ARO. \$2,400.00 (NTE)
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EST. TOTAL	Total Contract Ceiling (Turn-Key Podiums + Shipping) \$118,791.00
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B.2 STATEMENT OF WORK

(1) PURPOSE

Install multimedia podiums in the Nuclear Regulatory Commission (NRC) Professional Development Center Classrooms to aid in material presentations and improve safety by eliminating tripping hazards.

(2) BACKGROUND

When the Professional Development Center moved to the Gateway Building in Bethesda, MD, it was not fiscally possible to construct all of the classrooms to account multimedia presentations. Current systems are suboptimal for multimedia presentation because they require a large amount of wiring (such as power cords, network cords, etc) which poses a tripping hazard to the instructors and students. The objective is to install multi-media podiums and equipment that will aid the instructor in presenting material and eliminate the tripping hazards that currently exist.

(3) SCOPE

This shall be a turn key complete system.

Deliver and install five (5) multimedia podiums per the attached specification sheet.

A sixth podium currently exists at the Professional Development Center. It does not have the same capabilities as this statement requires. The vendor will remove the current equipment in this podium and replace it with identical equipment provided in the the five (5) delivered podiums. This will provide the same capabilities for all podiums.

Program Objectives and Outcomes

- A. Each multimedia podium will have the following capabilities more detail is provided in the specification sheet.
 - Ability to Interface with a laptop computer (both Macintosh and MS-Windows format). This also includes a power outlet convenient to the interface connection
 - Incorporated Document Camera
 - Incorporated personal computer connection (computer will be supplied by NRC)
 - Hinged workspace shelf to accommodate wheelchair bound instructors.
 - Integrated Confidence Monitor
 - Integrated VHS/DVD player
 - Additional RCA jack connection for an extra video input
 - Console operation for selecting video inputs, controlling volume, and controlling projection screen
 - Remote operation of all console features with a portable handheld device.
 - Each podium will be mounted on lockable wheels so that they can be disconnected and moved easily.
 - Electrical power connections for all devices will have surge protection.
 - Integrated sound system with surface mount speakers and integrated subwoofer
 - Interface with an Optoma EP-739 Video Projector.
- B. Installation must include a wall mounted jack that includes power, RGB connection, RS-232, and CAT 5 Ethernet connection. The cabling to the podium will be sleeved and protected in a flat cover to prevent a tripping hazard between the podium and wall connection. At least ten feet of cabling will be available

- C. An NRC representative will perform acceptance testing for all features of the podiums to ensure contract compliance.

(4) SECTION 508 REQUIREMENTS

The requirements for Section 508 will be fully complied with for the podium and multimedia equipment.

(5) PLACE OF PERFORMANCE

Five of the podiums may be assembled and pre-tested at the vendor's facility. The Agency supplied podium will be equipped, tested, and installed at the Professional Development Center, 7201 Wisconsin Avenue, Suite 425, Bethesda, MD

All equipment will be installed and tested at the Professional Development Center, 7201 Wisconsin Avenue, Suite 425, Bethesda, MD.

(6) PERIOD OF PERFORMANCE

The period of performance for this contract will start on or about October 1, 2007 and must be completed by January 31, 2008. Installation and testing will be performed on Evenings or Weekends in order to prevent disruption in classroom use. Arrangements will be made for an NRC representative to be available for access to the Professional Development Center and acceptance testing.

MINIMUM SPECIFICATION REQUIRED OR EQUIVALENT FOR THE NUCLEAR REGULATORY PROFESSIONAL DEVELOPMENT CENTER PODIUMS

1. Podium Computer System (NRC Provided)

- a. Processor: Intel® Core 2 Duo T7600 (2.33 Ghz / 4MB L2 Cache / 667MHz FSB)
- b. Memory: 4GB Dual Channel DDR2 SDRAM at 667 MHz 2 DIMM memory
- c. Keyboard: standard
- d. Monitor: 17-inch Wide Screen UXGA
- e. Video Card: 512MB NVIDIA Quadro FX 2500
- f. Hard Drive: 100 GB (7200 RPM)
- g. Operating System: Microsoft® XP Professional, SP2
- h. Mouse: 2-button scroll optical USB mouse
- i. CD-ROM or DVD-ROM Drive: 8X CD/DVD Burner (DVD+/-RW) with double layer DVD+R write capability
- j. Ethernet: Built in Ethernet card with RJ45 port
- k. USB 2.0 Ports: 2- USB 2.0 ports
- l. Modem: Built in Modem with 1 RJ11 Modem port
- m. Service: 3 year limited warranty plus 3 year NBD On-site service
- n. NO WIRELESS CONNECTION

2. Podium Remote Control System

- a. Portable Electronic Touch Screen or Hand-Held Remote Control with local podium pushbuttons
- b. Remote Control Device Controls
 - Video Projector
 - Projection Screen
 - Input Device Selection (Laptop, Computer, Video Unit, and External Video and Audio)

3. Podium External Connection

- a. External Video and Audio
- b. Laptop Computer (including a power outlet for the laptop computer)

4. Document Camera

- a. Drawing tool for annotating camera images
- b. Rotate (90, 180, and 270 degree) orients landscape to portrait
- c. 2 XGA outputs
- d. 2 XGA inputs (for use as a switcher)
- e. Store and recall up to 8 images instantly
- f. Split-screen viewing for comparing 2 different images
- g. USB connection for saving images to computer
- h. Reflective and transmissive light sources
- i. 810,000 pixels
- j. 12X magnification
- k. Camera rotates and arm swings down for point of view camera angles
- l. Variable output resolution: VGA, SVGA, XGA
- m. Hi-contrast controls for high visibility in low light
- n. Manufacturers one year RTB warranty

5. DVD/VCR Player

- a. Four (4) head VHS VCR
- b. DVD player capable of playing DVD, VCD, audio CD, MP3 discs

6. Multimedia Sound System

- a. 75 watts per channel output
- b. Speakers may be wall, ceiling, or podium mounted but must be flush with the mounting surface.

7. Microphone

8. 15 inch Touch Screen Confidence Monitor with annotation capability

- a. Report rate- 125 points/sec
- b. Addressable Pixels- 1024 x 768
- c. Pixel Pitch- .012" by .012" (.297mm x .297mm)
- d. Brightness- 250 cd/m²
- e. Contrast Ratio- 400:1
- f. Viewing Angle- U/D: 40° / 60°, L/R: 60° / 60°

9. Master Power Switch

10. Podium Specification

- a. Podium Dimensions
 - Width – No larger than 32 inches
 - Depth - No larger than 32 inches
 - Height – No higher than 46 inches and no lower than 42 inches
- b. Finish – Walnut or Black (finish options to be presented to the NRC for selection.
- c. Portability – Each podium will have lockable wheels on swivels to allow easy movement and repositioning of the podium.
- d. Each podium will have a side drawer to store the document camera

- e. Each podium will have a lockable side leaf to hold a laptop computer
11. Each podium will have a power conditioner to protect podium equipment from damage due to voltage fluctuations.
- a. Low-impedance, isolation transformer based power conditioning device
 - b. Accommodate at least a 2 Amp load
 - c. Four outlets

SECTION C - CONTRACT CLAUSES

52.204-7

CENTRAL CONTRACTOR REGISTRATION

JUL 2006

C.1 DURATION OF CONTRACT PERIOD (MAR 1987)

This contract shall commence on 10/01/2007 and will expire 01/31/2008.

Delivery of Podiums: 4-6 weeks ARO

C.2 2052.215-71 PROJECT OFFICER AUTHORITY (NOVEMBER 2006)

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

Name: David Spindler

Address: 7201 Wisconsin Ave
Suite 425
Bethesda, MD 20814

Telephone Number: 301-492-2002

(b) Performance of the work under this contract is subject to the technical direction of the NRC project officer. The term "technical direction" is defined to include the following:

(1) Technical direction to the contractor which shifts work emphasis between areas of work or tasks, authorizes travel which was unanticipated in the Schedule (i.e., travel not contemplated in the Statement of Work (SOW) or changes to specific travel identified in the SOW), fills in details, or otherwise serves to accomplish the contractual SOW.

(2) Provide advice and guidance to the contractor in the preparation of drawings, specifications, or technical portions of the work description.

(3) Review and, where required by the contract, approval of technical reports, drawings, specifications, and technical information to be delivered by the contractor to the Government under the contract.

(c) Technical direction must be within the general statement of work stated in the contract. The project officer does not have the authority to and may not issue any technical direction which:

(1) Constitutes an assignment of work outside the general scope of the contract.

(2) Constitutes a change as defined in the "Changes" clause of this contract.

(3) In any way causes an increase or decrease in the total estimated contract cost, the fixed fee, if any, or the time required for contract performance.

(4) Changes any of the expressed terms, conditions, or specifications of the contract.

(5) Terminates the contract, settles any claim or dispute arising under the contract, or issues any unilateral directive whatever.

(d) All technical directions must be issued in writing by the project officer or must be confirmed by the project officer in writing within ten (10) working days after verbal issuance. A copy of the written direction must be furnished to the contracting officer. A copy of NRC Form 445, Request for Approval of Official Foreign Travel, which has received final approval from the NRC must be furnished to the contracting officer.

(e) The contractor shall proceed promptly with the performance of technical directions duly issued by the project officer in the manner prescribed by this clause and within the project officer's authority under the provisions of this clause.

(f) If, in the opinion of the contractor, any instruction or direction issued by the project officer is within one of the categories as defined in paragraph (c) of this section, the contractor may not proceed but shall notify the contracting officer in writing within five (5) working days after the receipt of any instruction or direction and shall request the contracting officer to modify the contract accordingly. Upon receiving the notification from the contractor, the contracting officer shall issue an appropriate contract modification or advise the contractor in writing that, in the contracting officer's opinion, the technical direction is within the scope of this article and does not constitute a change under the "Changes" clause.

(g) Any unauthorized commitment or direction issued by the project officer may result in an unnecessary delay in the contractor's performance and may even result in the contractor expending funds for unallowable costs under the contract.

(h) A failure of the parties to agree upon the nature of the instruction or direction or upon the contract action to be taken with respect thereto is subject to 52.233-1 -Disputes.

(i) In addition to providing technical direction as defined in paragraph (b) of the section, the project officer shall:

(1) Monitor the contractor's technical progress, including surveillance and assessment of performance, and recommend to the contracting officer changes in requirements.

(2) Assist the contractor in the resolution of technical problems encountered during performance.

(3) Review all costs requested for reimbursement by the contractor and submit to the contracting officer recommendations for approval, disapproval, or suspension of payment for supplies and services required under this contract.

(4) Assist the contractor in obtaining the badges for the contractor personnel.

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

(6) Ensure that all contractor employees that require access to classified Restricted Data or National Security Information or matter, access to sensitive unclassified information (Safeguards, Official Use Only, and Proprietary information) access to sensitive IT systems or data, unescorted access to NRC controlled buildings/space, or unescorted access to protected and vital areas of nuclear power plants receive approval of SB/DFS prior to access in accordance with Management Directive and Handbook 12.3.

(7) For contracts for the design, development, maintenance or operation of Privacy Act Systems of Records, obtain from the contractor as part of closeout procedures, written certification that the contractor has returned to NRC, transferred to the successor contractor, or destroyed at the end of the contract in accordance

with instructions provided by the NRC Systems Manager for Privacy Act Systems of Records, all records (electronic or paper) which were created, compiled, obtained or maintained under the contract.

C.3 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JUNE 2007)

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

☐ (1) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

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

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

☒ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

☐ (2) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).

☒ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (July 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).[

☐ (4) Reserved]

☐ (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (June 2003) (15 U.S.C. 644).

☐ (ii) Alternate I (Oct 1995) of 52.219-6.

☐ (iii) Alternate II (Mar 2004) of 52.219-6.

☐ (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

☐ (ii) Alternate I (Oct 1995) of 52.219-7.

☐ (iii) Alternate II (Mar 2004) of 52.219-7.

☒ (7) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).

☐ (8)(i) 52.219-9, Small Business Subcontracting Plan (Sept 2006) (15 U.S.C. 637(d)(4)).

☐ (ii) Alternate I (Oct 2001) of 52.219-9.

☐ (iii) Alternate II (Oct 2001) of 52.219-9.

☐ (9) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).

☐ (10) 52.219-16, Liquidated Damages--Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

☐ (11)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Sept 2005) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

☐ (ii) Alternate I (June 2003) of 52.219-23.

☐ (12) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (Oct 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

☐ (13) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

☐ (14) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).

☒ (15) 52.219-28, Post Award Small Business Program Rerepresentation (June 2007) (15 U.S.C. 632(a)(2)).

☐ (16) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

☒ (17) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Jan 2006) (E.O. 13126).

☒ (18) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

☒ (19) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

☒ (20) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).

☒ (21) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

☒ (22) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).

☒ (23) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

☐ (24)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Aug 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).

☐ (ii) Alternate I (Aug 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

☒ (25) 52.225-1, Buy American Act--Supplies (June 2003) (41 U.S.C. 10a-10d).

☐ (26)(i) 52.225-3, Buy American Act--Free Trade Agreements-- Israeli Trade Act (Nov 2006) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L 108-77, 108-78, 108-286, 109-53 and 109-169).

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

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

☐ (27) 52.225-5, Trade Agreements (Nov 2006) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

[X] (28) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2006) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

[] (29) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (42 U.S.C. 5150).

[] (30) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (42 U.S.C. 5150).

[] (31) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

[] (32) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

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

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

[] (35) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).

[] (36) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

[] (37)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

[] (ii) Alternate I (Apr 2003) of 52.247-64.

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

[] (1) 52.222-41, Service Contract Act of 1965, as Amended (July 2005) (41 U.S.C. 351, et seq.).

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

[] (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (Nov 2006) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

[] (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Feb 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

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

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

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this

contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

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

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

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).

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

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

(vi) 52.222-41, Service Contract Act of 1965, as Amended (July 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

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

C.4 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

ATTACHMENT NO. 1 BILLING INSTRUCTIONS FOR FIXED PRICE CONTRACTS (October 2003)

**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
11555 Rockville Pike
Rockville, MD 20852

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 - 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. 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.