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

1. REQUISITION NO. OIS-07-360

2. CONTRACT NO. NRC-33-07-360

3. AWARD/EFFECTIVE DATE September 1, 2007

4. ORDER NO.

5. SOLICITATION NUMBER RS-33-07-360

6. SOLICITATION ISSUE DATE 05-18-2007

7. FOR SOLICITATION INFORMATION CALL: a. NAME Jaye Seay

b. TELEPHONE NO. (No Collect Calls) 301-415-6696

8. OFFER DUE DATE/LOCAL TIME 06-18-2007 5:00pm EST

9. ISSUED BY CODE 3100
U.S. Nuclear Regulatory Commission
Div. of Contracts
Attn: Jaye Seay, MS T-7-I-2
Mail Stop T-7-I-2
Washington, DC 20555

10. THIS ACQUISITION IS
[ ] UNRESTRICTED OR [X] SET ASIDE: 100 % FOR:
[ ] SMALL BUSINESS [ ] EMERGING SMALL BUSINESS
[ ] HUBZONE SMALL BUSINESS
[ ] SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS [X] 8(A)
NAICS: 238210
SIZE STANDARD: $13.0 million

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
[ ] SEE SCHEDULE

12. DISCOUNT TERMS Net 30 Days

[ ] 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING N/A

14. METHOD OF SOLICITATION
[ ] RFQ [ ] IFB [X] RFP

15. DELIVER TO CODE
U.S. Nuclear Regulatory Commission
Office of Information Services
Attn: George Lopez
Mail Stop: T-5-D-14
Washington DC 20555

16. ADMINISTERED BY CODE 3100
U.S. Nuclear Regulatory Commission
Division of Contracts
Contract Management Branch #3
Mail Stop: T-7-I-2
Washington, DC 20555

17a. CONTRACTOR/OFFEROR CODE FACILITY CODE
ALTERNATIVE TELECOMMUNICATIONS SOLUTIONS, INC

5600 GENERAL WASHINGTON DR B210
ATTN: NADINE PRESSLEY
ALEXANDRIA VA 22312-2401
TELEPHONE NO. (703) 658-2660

[ ] 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18a. PAYMENT WILL BE MADE BY CODE 3100
U.S. Nuclear Regulatory Commission
Payment Team, Mail Stop T-9-H-4
Attn: NRC-33-07-360

Washington DC 20555

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

19. ITEM NO.	20. See CONTINUATION Page SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	DUNS No. - 926311879 SEE SECTION B.3 FOR SCHEDULE OF SUPPLIES/SERVICES Attachments: 1) NRC Form 187 2) Billing Instructions				

(Use Reverse and/or Attach Additional Sheets as Necessary)

25. ACCOUNTING AND APPROPRIATION DATA See CONTINUATION Page

26. TOTAL AWARD AMOUNT (For Govt. Use Only) $2,648,374.16

[ ] 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.

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

[X] 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 2 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:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)

30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) Melvin Buford Business Dev.

30c. DATE SIGNED 8-30-07

31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)
Robert B. Webber
Contracting Officer

31c. DATE SIGNED 8/30/07

ADM002

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

TEMPLATE - ADM001

SUNSI REVIEW COMPLETE OCT 19 2007

STANDARD FORM 1449 (REV. 3/2005)
Prescribed by GSA - FAR (48 CFR) 53.212

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Accounting and Appropriation Data: B&R: 710-15-5E2-334 Job Code: J1148 BOC: 2360 FFS# 10770848C Appropriation No.: 31X0200.710 Obligate: $428,000.00 B&R: 710-15-5E2-334 Job Code: J1148 BOC: 252A FFS# 10770652C Appropriation No.: 31X0200.710 Obligate: $214,000.00 **Total Obligated Amount: $642,000.00**				

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
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
PARTIAL / FINAL			☐ COMPLETE ☐ PARTIAL ☐ 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	41c. DATE	42b. RECEIVED AT (Location)	
		42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS

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SECTION B - CONTINUATION BLOCK

B.1 PROJECT TITLE

The title of this project is as follows:

TELECOMMUNICATIONS OPERATIONS SUPPORT SERVICES

B.2 BRIEF DESCRIPTION OF WORK (MAR 1987) ALTERNATE 1 (JUN 1988)

(a) Brief description of work:

The Contractor shall furnish the necessary qualified personnel, materials, and services required to support the NRC in providing telecommunications operations support services as described herein.

(b) Orders will be issued for work required by the NRC in accordance with 52.216-18 - Ordering. Only Contracting Officers of the NRC or other individuals specifically authorized under this contract may authorize the initiation of work under this contract. The provisions of this contract shall govern all orders issued hereunder.

B.3 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 **$2,648,374.16**. 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 **$642,000.00**. 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.4 SCHEDULE OF SUPPLIES/SERVICES

BASE YEAR (September 1, 2007 – November 30, 2008)

CLIN/LABOR CATEGORY		QTY	ESTIMATED HOURS	HOURLY RATE	ESTIMATED TOTAL
001	Project Manager	[redacted]	[redacted]	[redacted]	$ 201,776.80
002	Sr. Communications Analyst				$ 194,760.64
003	Communications Analyst	[redacted]	[redacted]	[redacted]	$ 152,240.72
004	Voice Mail Administrator				$ 165,402.24
005	Administrative Assistant				$ 44,933.28
006	Technical Draftsman				$ 60,868.92
007	Sr. Telecommunications Technician				$ 403,578.48
008	Telecommunications				$ 309,905.28

	Technician			
009	Communications Analyst-VTC	2	[redacted]	[redacted]	$ 304,481.44

Labor Total **$1,837,947.80**

ODC

010	Materials			$ 100,000.00
011	GNA 3% (materials handling)			$ 3,000.00
012	Travel	Miles	Rate	
		1500	[redacted]	$ 727.50

SubTotal $1,941,675.30

New Locations Labor Mix

CLIN/LABOR CATEGORY	QTY	ESTIMATED HOURS	HOURLY RATE	ESTIMATED TOTAL
013 RCDD (Project Lead)	[redacted]	[redacted]	[redacted]	$ 224,790.80
014 Technical Draftsman	[redacted]	[redacted]	[redacted]	$ 30,043.02
015 Sr. Telecommunications Technician	[redacted]	[redacted]	[redacted]	$ 245,261.52
016 Telecommunications Technician	[redacted]	[redacted]	[redacted]	$ 206,603.52

Subtotal $ 706,698.86

Estimated Total – BASE YEAR **$ 2,648,374.16**

OPTION YEAR 1 **(December 1, 2008 – November 30, 2009)**

CLIN/LABOR CATEGORY	QTY	ESTIMATED HOURS	HOURLY RATE	ESTIMATED TOTAL
017 Project Manager	[redacted]			$ 168,688.00
018 Sr. Communications Analyst	[redacted]			$ 162,822.40
019 Communications Analyst	[redacted]			$ 127,275.20
020 Voice Mail Administrator	[redacted]			$ 138,278.40
021 Administrative Assistant	[redacted]			$ 37,564.80
022 Technical Draftsman	[redacted]			$ 50,887.20
023 Sr. Telecommunications Technician	[redacted]			$ 337,396.80
024 Telecommunications Technician	[redacted]			$ 259,084.80
025 Communications Analyst-VTC	[redacted]			$ 381,825.60

Labor Total **$1,663,823.20**

ODC

026	Materials			$ 100,000.00
027	GNA 3% (materials handling)			$ 3,000.00
028	Travel	Miles	Rate	
		[redacted]	[redacted]	$ 727.50

SubTotal $1,767,550.70

New Locations Labor Mix

CLIN/LABOR CATEGORY	QTY	ESTIMATED HOURS	HOURLY RATE	ESTIMATED TOTAL
029 RCDD (Project Lead)	[redacted]			$ 180,700.00
030 Technical Draftsman	[redacted]			$ 31,246.46
031 Sr. Telecommunications Technician	[redacted]			$ 200,516.18
032 Telecommunications	[redacted]			$ 259,080.00

Technician

Subtotal $ 671,542.64

Estimated Total – OPTION YEAR 1 **$ 2,439,093.34**

OPTION YEAR 2 (December 1, 2009 – November 30, 2010)

CLIN/LABOR CATEGORY		QTY	ESTIMATED HOURS	HOURLY RATE	ESTIMATED TOTAL
033	Project Manager	[redacted]		[redacted]	$ 175,435.52
034	Sr. Communications Analyst				$ 169,335.30
035	Communications Analyst	[redacted]		[redacted]	$ 132,366.21
036	Voice Mail Administrator				$ 143,809.54
037	Administrative Assistant				$ 39,067.39
038	Technical Draftsman				$ 52,922.69
039	Sr. Telecommunications Technician				$ 350,892.67
040	Telecommunications Technician	[redacted]		[redacted]	$ 269,448.19
041	Communications Analyst-VTC	[redacted]		[redacted]	$ 397,098.62

Labor Total **$1,730,376.13**

ODC

042	Materials			$ 100,000.00
043	GNA 3% (materials handling)			$ 3,000.00
044	Travel	Miles [redacted]	Rate [redacted]	$ 727.50

Estimated Total **$1,834,103.63**

OPTION YEAR 3 (December 1, 2010 – November 30, 2011)

CLIN/LABOR CATEGORY		QTY	ESTIMATED HOURS	HOURLY RATE	ESTIMATED TOTAL
045	Project Manager	[redacted]			$ 182,452.94
046	Sr. Communications Analyst				$ 176,108.71
047	Communications Analyst	[redacted]			$ 137,660.86
048	Voice Mail Administrator				$ 149,561.92
049	Administrative Assistant				$ 40,630.09
050	Technical Draftsman				$ 55,039.60
051	Sr. Telecommunications Technician				$ 364,928.38
052	Telecommunications Technician	[redacted]			$ 280,226.12
053	Communications Analyst-VTC	[redacted]			$ 412,982.57

Labor Total **$1,799,591.17**

ODC

054	Materials			$ 100,000.00
055	GNA 3% (materials handling)			$ 3,000.00
056	Travel	Miles [redacted]	Rate	$ 727.50

Estimated Total **$1,903,318.67**

Total Estimated Contract Value (if all options are exercised) **$8,824,889.80**

B.5 STATEMENT OF WORK

1. INTRODUCTION

The mission of the U.S. Nuclear Regulatory Commission (NRC) is to license and regulate the Nation's civilian use of byproduct, source, and special nuclear materials to ensure adequate protection of public health and safety, promote the common defense and security, and protect the environment. The NRC's scope of responsibility includes regulation of commercial nuclear power plants; research, test, and training reactors; nuclear fuel cycle facilities (also called fuel cycle facilities); medical, academic, and industrial uses of radioactive materials; and the transport, storage, and disposal of radioactive materials and wastes. The NRC's regulations are designed to protect the public and occupational workers from radiation hazards in those industries using radioactive materials.

The NRC Headquarters (HQ) is located in multiple office buildings, primarily in Rockville, MD. The majority of NRC personnel work in the White Flint North office complex consisting of two buildings - One White Flint North (OWFN) and Two White Flint North (TWFN). Other NRC HQ offices exist in both Rockville and Bethesda and the establishment of additional locations are under development (see section 1.2 Work Locations below.)

1.1 Scope

To marshall its resources cost-effectively, the NRC must maintain its telecommunications systems which support data, voice, and video communications. The NRC Office of Information Services (OIS) is responsible for managing NRC information resources. The OIS provides a wide range of services, such as information systems development and maintenance, and the acquisition, management, and support of telecommunications resources. The Contractor shall provide all services and the supplies required to support the NRC in providing day to day telecommunications support services as described herein.

The OIS is also responsible for managing and maintaining the NRC headquarters non-secure video teleconferencing (VTC) systems, the supporting infrastructure, and providing operational support. The scope of this requirement includes the non-secure technical and management support functions required to support day to day VTC operations and providing for VTC systems maintenance and repair services.

1.2 Work Locations

The Contractor shall provide day to day telecommunications support services as described herein at the following locations:

<u>NRC Headquarters</u>

White Flint North Complex:

1. One White Flint North
   11555 Rockville Pike
   Rockville, MD 20852

2. Two White Flint North
   11545 Rockville Pike
   Rockville, MD 20852

<u>Other HQ Locations</u>

3. NRC Professional Development Center

7201 Wisconsin Ave
Gateway Bldg., Suite 425
Bethesda, MD 20814

4. NRC Warehouse
5008 Boiling Brook Parkway
Rockville, MD 20852

5. NRC Office of Nuclear Material Safety and Safeguards
6003 Executive Boulevard
Rockville, MD 20852

7. Interim Building:
Location TBD

8. New Permanent Building:
Location TBD

The contractor shall station contractor personnel at OWFN and TWFN only and provide support to other headquarters offices on an as needed basis as determined by the NRC Project Officer (PO.)

1.3. Current Operational Telecommunications Environment

The Infrastructure and Computer Operations Division, Computer Operations and Telecommunications Branch, (OIS/ICOD/COTB), provides telecommunications services supporting voice, data and video communications at NRC headquarters buildings. The main NRC headquarters complex facility is composed of an 18 story building, One White Flint North (OWFN), with four sub-levels and a 10 story building, Two White Flint North (TWFN), with five sub-levels. The telecommunications infrastructure is supported by an ANSI/TIA/EIA-568A structured cable plant with approximately 600 plus miles of Category 3 and Category 5 unshielded twisted pair (UTP), coaxial and multi-mode fiber optic cables. The physical wiring media provides the physical connection between devices, such as hubs, routers, servers, desktop workstations, televisions, antennas and telephones. This wiring infrastructure supports or connects to the following approximate quantities:

- 7000 network (LAN) drops
- 6000 voice drops comprised of:
- 4000 Centrex analog lines
- 2000 Centrex ISDN-BRI lines
- A campus-wide multi-mode (62.5 - 125) fiber optic backbone
- 12 point-to-point DS-1 circuits
- 5 Frame Relay services (DS-1)
- 2 DS-3 Asynchronous Transfer Mode services
- 4 DS-3 point-to-point circuits
- 10 ISDN PRI circuits
- local CATV distribution system
- 2 satellite dishes (one steerable and one fixed)
- Octel Overture 250 with Octel Aria 3.0 operating system

The OWFN and TWFN complex is the central hub site of the agency Wide Area Network (WAN) that consists of multiple Local Area Networks (LANs). The NRC utilizes communications links of various speeds and protocols (OC-3, DS-1, DS-3, Frame Relay ,etc.) to support the WAN and communications with other Federal Agencies and National Laboratories to enhance and support the agency's corporate data platforms, perform complex mathematical and scientific modeling related to the production of nuclear energy and emergency response activities.

The local CATV distribution system is a Mid-Split, 450 MHz, coaxial cable distribution system which collects signals from commercial television programming, local cable TV programming, satellite receiving stations, and locally originated programming and distributes these signals to individual subscribers within the OWFN and TWFN buildings.

For voice and metropolitan and WAN data services at the headquarters location, the NRC participates in the GSA Washington Interagency Telecommunications System (WITS2001) and Federal Technology Service (FTS2001) programs that provide for local and long distance telecommunications services to federal customers.

The other HQ locations have the following workstation counts. The NRC warehouse contains six workstations. The Executive Blvd. location has 275 workstations. The Gateway Blvd. location currently accommodates 100 workstations on one floor and will have about 100 new workstations on other floors within the same building.

1.4 VTC Environment

The VTC infrastructure has the capacity to support eleven simultaneous 384 kilobit/sec, duplex video sessions. The VTC telecommunications infrastructure consists of:

- One Accord MGC-100 multipoint control unit (MCU)
- Two Initia inverse multiplexers (IMUX)
- Three Polycom VSX 9000 VTC systems
- Two Polycom VSX 8000 VTC systems
- Seven PictureTel Concord 4500 VTC legacy systems
- Seven ISDN PRI lines at the NRC HQ and five T1links from NRC HQ to remote locations (five regional offices).

NRC OWFN/TWFN serves as the central hub site for VTC operations supporting multipoint conferences throughout the agency. OIS owns the VTC infrastructure and the support service for the VTC system. The end units are owned by OIS and various NRC offices. OIS is responsible for support and troubleshooting of in-session issues. OIS is also responsible for setting up, dialing in, and tearing down all sessions. The VTC infrastructure only supports transport across ISDN lines.

2.0 GENERAL REQUIREMENT

This Statement of Work (SOW) sets forth the roles and responsibilities required to support the NRC Telecommunications System. This SOW provides for day-to-day operational support. Telecommunications system implementation projects that require support beyond the day-to-day effort as delineated in Section 2.1. (Day-to-day work is clearly defined.)

The NRC PO will provide guidance regarding work prioritization. Any special projects (projects that are outside the scope of the day-to-day activities) will be initiated by the PO issuing a special project task. The contractor will respond within two weeks with a project charter with specific goal(s), project plan, fixed-cost price estimate, performance standards, and monitoring methods. The contractor must provide this information keeping in mind that the day-to-day activities must be fully supported and constantly maintained.

2.1 Basic Contract Services

These specifications prescribe the work effort to be performed and the technical and

operational parameters to be met in satisfying the requirements. This task requires on-site, day to day telecommunications support services at NRC headquarters and the locations listed in the contract as being service locations to provide the following services:

a. Reconfiguration, limited installation, troubleshooting, diagnostics and maintenance of the existing inside and outside cable plant supporting voice, data and video communications. This task provides for the installation, maintenance, upgrade, expansion, addition and replacement of all cable plant components including but not
limited to cable, connectors, termination blocks, equipment cabinets, patch panels. patch cords, work area line cords and telecommunications grounding systems as needed.

b. Installation of additional telecommunications cabling as expansion of the existing cable plant supporting new voice, data and video requirements.

c. Manage and coordinate Moves/Adds/Changes (MAC) for voice, data and video services.

d. Installation, troubleshooting, diagnostics and maintenance of NRC voice analog and digital telephone service (dialtone) and all of it's component systems and equipment starting at the Service Provider (SP) demarcation point of presence up to and including the telephone instrument.

e. Installation, limited diagnostics and maintenance and repair of Broadband/CATV video distribution cable plant including all of it's component systems and equipment from the workstation to the Broadband/CATV headend.

Note: Limited diagnostics and maintenance establishes limits for support to one-for-one replacements for broadband components to include signal processors, television modulators/demodulators, amplifiers, line extenders, and taps that can be completed by a communications technician with no formal training in Cable TV engineering and operations.

f. Administration and management of the agency Octel Voice Mail System to include but not limited to:

(1) Create, move, delete and manage voice mailboxes
(2) Manage and update the voice mail system database
(3) Reset voice mail user passwords
(4) Manage voice mail box parameters (size, message length, etc.)
(5) Provide ad-hoc reports as needed
(6) Interface with the NRC customer base to provide assistance in the use of the system and resolve customer voice mail related issues
(7) Work with the NRC's voice mail maintenance contractor to perform maintenance and repairs in support of the NRC's goals and objectives for this system.

g. Installation, trouble-shooting, diagnostics and maintenance of all communications circuits, links, lines and related government furnished equipment (GFE) communications equipment used to support voice and data services, data communications and video teleconferencing operations.

Note: This task does not include troubleshooting, diagnostics and maintenance support for NRC switches, hubs, routers, personal computer systems, LAN/WAN network administration, or operation and maintenance of LAN/WAN systems such as network hubs, switches, routers or personal computer systems that are supported under the NRC Seat Management contract arrangement.

h. Development of standard cabling configurations; the selection and implementation of new standards (testing, interfaces, multiple access units, wire-types, cable-types, fiber-types, connectors, switches, protocols, etc.)

i. Responsibility for the installation and cabling for new telecommunications devices included but not limited to, multiplexers, switches, concentrators, hubs, and audio and video teleconferencing systems as directed by the NRC PO.

j. Troubleshoot telecommunications system, equipment and networks. Recommend routine and remedial action to correct failures or shortcomings. Work with the Government's local and long distance service providers to resolve operating issues in response to a trouble request. Perform routine and remedial limited maintenance procedures to the board level.

k. Develop, implement, document and maintain telecommunications infrastructure database containing telephone and circuit assignments, cable plant records, cable numbers, size, pairs assigned, and related information.

l. Provide quarterly audit of telephone and circuit assignment inventory to include the following:

(1) Comparison of local inventory records to service provider inventory records. Provide report detailing discrepancies for submission to service provider for invoice correction.

(2) Updated inventory circuit report detailing circuit identification number(s), location (building and room number), system supported and system administrator and telephone number.

m. Develop and maintain telecommunications system and project drawings and as-builts depicting the routing of cables, placement of terminals, splice points, and all major telecommunications system components.

n. Perform routine regularly scheduled inspections, testing and reporting of certain cable plant networks and safety equipment as stipulated by the NRC PO; i.e. elevator emergency telephones, secure cable plant Protected Distribution System (PDS), etc.

o. Develop and submit to the Government a recommendation for a preventive maintenance action plan for those systems under the Contractor's purview as directed by this order.

2.1.1 VTC Technical Services

These specifications prescribe the work effort to be performed and the technical and operational parameters to be met in satisfying the requirements. This task requires a best level of effort for on-site, day-to-day, non-secure VTC support services at NRC headquarters.

Transmission of classified or safeguards information over non-secure agency VTC systems is prohibited and outside of the scope of this contract.

The Contractor shall provide the following services to include but not limited to:

a. Installation, set-up, configuration, scheduling coordination, transport, and diagnostics of video conferencing systems and equipment.

b. Reviewing, coordinating and approving VTC facility scheduling performed by the Office of Administration's Administrative Service Center (ASC).

c. Allocating and negotiating bandwidth availability among hosts and participants.

d. Providing requestor with dial-in information and detailed, customized dialing instructions for the host and all participants.

e. Troubleshooting connectivity problems to minimize conference interruptions. Perform limited diagnostics and maintenance. Limited diagnostics and maintenance establishes limits for support to one-for-one replacements for VTC components that can be completed by a communications technician with no formal training in video conference systems maintenance and repair.

f. Ensuring required connections are established to coincide with scheduled meetings.

g. Conducting surveys and negotiate technical issues with other agencies and users.

h. Working with other agencies and users to coordinate and ensure audio and video conferencing equipment is functional. This includes testing and certifying the video teleconference room with internal and external locations, as needed

i. Demonstrating the use of video teleconference equipment to users.

j. Developing a maintenance /repair plan and establishing maintenance contracts as needed/available for equipment listed section 1.3.

k. Coordinating with vendors, VTC maintenance contractors and service providers to request maintenance and/or repair service as needed.

l. Developing and maintaining a VTC system Standard Operating Procedure (SOP) to include but not limited to system drawings, circuit and number assignments, system/equipment inventory, operations procedures, troubleshooting procedures, points of contact, etc.

m. Performing routine monthly scheduled inspections and testing of all VTC systems. Developing and submitting to the Government a recommendation for a preventive maintenance action plan for those systems under the Contractor's purview.

2.1.2 Other

(1) Telephone Service repairs - Testing and repairs to inside wiring, telephone sets and components and coordination with service providers regarding service interruptions and restoration activities

(2) Verizon Service@once Actions - Individual orders for new service, reconfiguration of individual lines and provision of new services and features. It is estimated that these activities will increase by 25% -35% with the establishment of new locations at the Executive Blvd and Gate Bldg offices. Increased support will be required as new locations are established.

2.2. Operations and Administration

The Contractor shall provide on-site, day-to-day operations and administrative support for the Telecommunications System at NRC Headquarters. Operations and Administrative support includes, but is not limited to: managing and administering requests for service, tracking service problems, providing information on configuration changes, and supporting the NRC in planning and implementing MACs to the Telecommunications System. The mix of hardware components will change as the telecommunications infrastructure evolves over the period of this contract to meet the NRC's changing requirements. The Contractor shall support the installation of future telecommunications components as they are identified and required by the NRC.

The Contractor shall utilize the NRC Customer Support Center (CSC) Magic™ tracking system, to track requests and ensure that all requests for service and problems are responded to in a timely manner and

properly closed out in the tracking system when completed. If the problem is in a component outside of the telecommunications infrastructure, the Contractor shall return it promptly to the CSC for assignment to another support group with the ticket information noting the reason for being reassigned (e.g., Network Operations Center, Network Administrator, PC support, etc.)

The Contractor shall perform order entry activities including using the local service provider's ordering and provisioning system to place requests for MACs to the existing agency procured local services. The Contractor shall confirm receipt of new services, service changes and the disconnect of services based upon a valid NRC order. The NRC currently uses the Verizon Service@once Operating System Software for these purposes.

Maintain the telecommunications infrastructure database containing cable plant records, telephone and circuit assignments, cable numbers, size, pairs assigned, and related information. Recorded information shall include but is not limited to the following:

- Outlet Number
- Building/Room
- Riser Pairs/House Pairs
- Closet Location
- Patch Panel Location(s)
- Hardware component information including: component name, location, model number, version or revision number, serial number, NRC GFE tag number, setup, and hardware and software information such as port number or interrupt.

2.2.1 VTC Operations and Administration

The Contractor shall utilize the NRC Customer Support Center (CSC) Magic™ tracking system, to track VTC requests and ensure that all requests for service and problems are responded to in a timely manner and properly closed out in the tracking system when completed.

The Contractor shall follow the guidelines delineated in the Office of Administration, Administrative service Center's (ASC) "Video Teleconferencing Handbook, November 2002."
The contractor shall maintain a record of each meeting to include but not limited to the following:

- Description/Summary
- Participants (Names, telephone numbers, email addresses)
- Bandwidth Requirements
- Special Requirements
- Issues
- After Meeting Summary

The Contractor shall:

(a) Respond to user requests via the agency Email with approval for scheduled meeting or other information

(b) Coordinate with the CSC, the agency customer, and other Contractors as required to resolve problems

(c) Update the trouble tickets to include updated information regarding the status of the repair/restoration.

NOTE: The focal point for prioritizing problems shall be the NRC PO or his/her designated alternate. The status of all open telecommunications infrastructure related problems shall be tracked and reported to the NRC PO weekly with plans for resolution.

2.2.2 Requests for Service

Requests for Service usually are for a planned future activity. They differ from failures in that they normally do not require immediate response. The Contractor shall respond to requests for services from the NRC CSC which serves as the primary point of contact for requesting support services from the Office of Information Services (OIS).

The Contractor shall perform routine services on the Telecommunications System, such as installing, de-installing or moving telephone or workstation cabling. Under normal conditions, these activities shall be completed within five working days of the receipt of the request or as specified in the work order. Employee moves shall be completed within ten working days or as specified in the work order. The NRC may re-prioritize work requests for service as necessary to satisfy the NRC mission. The Contractor shall be responsible for making any necessary infrastructure changes and shall be responsible for providing up-to-date Telecommunications System configuration information to the NRC. The Contractor shall coordinate the scheduling of work with other groups performing complementary services, i.e. furniture movers, electricians, network workstation and server support Contractors, etc. to the extent possible to ensure a successful completion of the service request and a satisfied customer.

2.2.3 Trouble Resolution

During the Principal Period of Maintenance (PPM) the Contractor shall provide qualified on-site staff to identify and correct telecommunications service problems and satisfy the hardware maintenance response and Telecommunications System availability requirements specified in the following paragraphs. . For this contract, the PPM is defined as 7:00 am to 5:00 pm Eastern Time, Monday through Friday excluding government holidays.

The Contractor shall perform trouble and/or fault isolation and diagnostic testing for the Telecommunications System equipment supporting analog and digital voice, data and video requirements. Adjustments or minor repairs that do not interfere with any warranty program are permitted. A complete list of those items under warranty will be provided to the contractor upon contract award.

Maintenance of all components will be limited to replacing user accessible parts (e.g., system cards, power supplies, etc. that do not require more than the removal of a chassis cover) or entire units as appropriate, or sending units out for repair under warranty or NRC authorized purchase agreements. Contractor performed board-level repairs or repairs requiring specialized repair tools or equipment shall not be performed as part of this task.

Troubles with the telecommunication infrastructure are generally reported by users to the NRC's CSC. The CSC Help Desk provides a single point of contact for Headquarters user questions and service requests, coordinates support activities with other support components, and confirms customer satisfaction with service provided. This is the initial point of contact for end-user problem reporting. The Contractor will generally receive trouble tickets directly from the CSC, via the Magic™ trouble ticket system and shall respond with the appropriate actions and update the ticket with the appropriate status information.

The Contractor shall:

(a) Respond to trouble tickets initiated by the CSC and/or notification of an existing trouble by the NRC PO and other parties identified by the NRC PO. In the case of notification of an existing trouble by the NRC PO and other parties identified by the NRC PO, the contractor shall record the information into the Magic™ trouble ticket system by opening a new ticket for the reported trouble. For those tickets "owned by" or assigned to the contractor, the contractor shall serve as the "customer advocate" and information focal point until the problem is resolved.

(b) Coordinate with the CSC, the agency customer, and other Contractors as required to resolve problems

(c) Update the trouble tickets to include updated information regarding the status of the repair/restoration.

NOTE: The focal point for prioritizing problems shall be the NRC PO or his/her designated alternate. The status of all open telecommunications infrastructure related problems shall be tracked and reported to the NRC PO weekly with plans for resolution.

2.2.3.1 Failure Definitions

Maintenance response and service restoration time requirements are dependent on the classification of the failure. There are two failure classifications - critical and non-critical.

- Critical failures are defined as failures of voice or network components that affect more than one user. Excluded are "new" features implemented for less than a week or any system or telecommunications program that is identified as a "pilot".

- Non-critical failures are those that affect only a single user or new functions under test.

2.2.3.2 Escalation Requirements

Response time and efficiency of service restoration affect network availability. The Contractor shall develop standard procedures requiring the on-site technician to escalate the priority of a task after one hour of work. For example, if the on-site technician has not identified the specific problem and determined the exact fix, or cannot identify the immediate resolution of a problem at the end of the first hour, the technician shall request assistance from the on-site contractor supervisor. If the problem has not been resolved at the end of the second hour, the on-site contractor supervisor shall request assistance from the NRC PO.

NOTE: The contractor shall immediately notify the NRC PO, the Telecommunications Team Leader or the Computer Operations and Telecommunications Branch Chief of all critical failures.

For non-critical failures, the Contractor shall restore service within four hours elapsed time within the PPM (or at a later time as approved by the NRC PO). For example, a failure reported to the Contractor at 4 PM on Friday shall be repaired by 10 am Monday based on one hour Friday (4 to 5 PM) and three hours Monday (7 to 10am).

For critical failures, restoration of service shall be a priority issue regardless of the time of day or day of the week. During the PPM, the Contractor shall respond immediately to a critical failure. Outside the PPM, the Contractor shall be on-site within two hours of being notified of a critical failure. In both instances, the Contractor shall be prepared to work until service is restored. If equipment repair would take longer than the replacement of the network component with a functional substitute, the substitute shall be used.

2.2.4 Maintenance Reporting Requirements

Whenever the Contractor is called to make a repair, the Contractor shall open a trouble ticket in the CSC tracking system. The Contractor shall use the CSC tracking system to document maintenance coordination with the NRC and other Contractors and, when the problem is resolved, close out the trouble ticket. The CSC tracking system is the current, designated problem tracking system at the NRC. In the future, other trouble ticket systems may be developed and used by the NRC.

The Contractor shall document all trouble calls and the substitution of equipment using NRC forms and methods to document maintenance calls handled and maintenance actions taken. All such documentation

shall be monitored for trend analysis and provided in the monthly status report to the NRC PO or their designated alternate.

The Contractor shall obtain written approval from the NRC PO or designated point of contact prior to performing maintenance if:

(a) The cumulative cost of the repairs exceeds the cost of replacement hardware for the affected service being repaired

(b) The cost to repair is expected to exceed $200; and/or

(c) The estimated problem resolution time is expected to exceed the allowed service restoration time limits delineated in Section 2.2.3.

(d) There is a need to perform disruptive testing on a marginal circuit or system. The NRC PO will submit an "emergency TCR" to the OIS Operations Configuration Control Board (Ops CCB). The Ops CCB will review TCR to assure the proper coordination for maintenance and repair and that all check list items are complete. If there are no issues or problems the TCR should be approved. Other requests where the maintenance /testing can be planned in advance should be submitted to the normal TCR process.

The contractor shall provide the following information to the NRC PO for submission of the TCR:

(a) details of the suspected failure

(b) impact the testing will have on users

(c) testing plan including estimated duration

3.0 MATERIAL AND HARDWARE PROCUREMENT

3.1 Materials and Hardware Identification

The contractor will procure telecommunications materials and hardware required for the direct support of the telecommunications systems and requirements as described in Sections 2 of this document. See Appendix 1 for a list to include but not limited to recommended materials may be required to support this requirement.

We previously deleted the following section from the SOW for the extension of the bridge contract. This is not technically SOW text, but rather terms and conditions. I also had a taken issue with the contractor acting as our agent.

3.2 Contractor Purchase Request Authorization

The Contractor shall procure the agreed upon hardware under the contract as directed by the Contracting Officer (CO) or NRC PO.

The Contractor shall submit a Purchase Request Authorization (PRA) to the NRC PO for approval to maintain minimum levels of shop stores/spares in support of the requirements of this contract. Each PRA shall include the following information to include but not limited to:

(a) Purchase Request Authorization number assigned by the contractor
(b) Vendor item description
(c) Unit price

(d) Total price
(e) Quotes or offers solicited and obtained from other known sources

The NRC PO shall provide prior approval for all Contractor procurement actions for purchases and/or lease of materials and equipment in the amount of $100.01 up to $2,500.00.

The following procedures shall apply for procurement actions for purchases and/or lease of materials and equipment that exceed $2,500.00. (1) The Contractor shall comply with the competition requirements by submitting price quotations from a minimum of three firms to the Contracting Officer (CO). An exception to competition requirements are allowed if the firm is an eligible certified 8a concern, (2) The CO will review the quotes, and upon determination of price reasonableness, will provide approval to the NRC PO and Contractor for acquisition of the item. Any work performed by the Contractor prior to receipt of an applicable authorization from the CO shall be at the Contractor's own risk.

Upon receipt of a part, the PO shall be notified and requested to acknowledge receipt of the part(s). A PRA shall be filed with the NRC PO when the order is placed.

The Contractor will be reimbursed for materials, equipment and shipping charges and contractually authorized mark-up for these other direct costs upon receipt of a properly executed invoice.

3.3 Inventory Management

The contractor shall develop a list of materials and hardware recommending minimum levels of shop stores/spares to establish a minimum cache of spare parts to support the requirements of this contract.

The Contractor shall perform inventory management, and warehousing distribution functions for all materials and hardware supplied by the NRC for the Contractors use, infrastructure items permanently/temporarily under the Contractors control and items procured by the Contractor for the NRC.

This activity covers all information processing for assets within the supply chain such as order taking and placement, receipt and issue, warehousing, location of inventory, inventory management, warranty information management, asset visibility and tracking, electronic commerce links, supply chain decision support tools and providing advice to all in the supply chain.

4.0 GENERAL MANAGEMENT REQUIREMENTS

The intent of this contract is to provide the best overall product or service to the NRC. This means that all products and services delivered to the NRC must undergo a quality assurance process. Documentation media requirements will be specified in each delivery order.

4.1 Quality Assurance

The NRC is very concerned that the support supplied by the Contractor shall be of the highest possible quality. To ensure the highest possible quality, the Contractor shall address quality as an implied component of all other tasks and services requested in this statement of work and delivered throughout the life of the contract.

NRC's goal is to provide 100% customer satisfaction to its end-users, its licensees, and the general public accessing NRC systems. All Contractor activities shall be in compliance with the NRC's quality assurance goal of providing 100% customer satisfaction. The Contractor shall provide support that enables this level of quality to be attained by developing and maintaining service goals that include, at a minimum, customer satisfaction factors, "time to repair" factors and Telecommunications System performance factors. Workmanship performance for all Contractor efforts shall comply with current government and industry standards delineated in Section 8 of this document.

The Contractor shall be responsible for the implementation of a quality assurance program through which all products and services must pass prior to delivery to the Government. The Contractor shall establish quality assurance methods and procedures which demonstrate a commitment to ensuring the ability to deliver to the Government the best quality products and services, and in developing improvements in performance, productivity and management of this contract. The Contractor's quality assurance program shall establish, document and maintain a system of records to allow the monitoring of the quality assurance program effectiveness. The records are to be maintained at the Contractor's task site(s) location. Access to such records will be provided to authorized Government representatives and copies shall be provided to the Government, upon request by a proper authority, at no additional cost to the Government.

Quality assurance records maintained will document the quality assurance process the Contractor followed to ensure that all tasks, including all products and services under each task, represented the best product the Contractor was capable of delivering.

Personnel - Problems encountered should be documented and the appropriate Government personnel kept informed. Inadequacies of assigned personnel must be documented.

Schedules - Timeliness in meeting goals and variances from schedules must be documented to allow examination of problems and preparation of alternatives and/or application of extra resources to meet schedules.

Costs - Records must indicate any potential problems that may result in variances in the agreed upon funding and provide documentation as to any problems encountered with funding

4.2 Drawings

The Contractor shall, upon completion of each task/project requiring changes to the telecommunications infrastructure, update the existing NRC as-built drawings to show the changes to the floor-plans, routing of cables, placement of terminals, all splice points, and all major components in accordance with the work request.

4.2.2 CAD Compatibility

The Contractor shall develop drawings in AutoCAD 2006 or newer standard format.

4.2.3 CAD Standards

Where applicable, the Contractor produced drawings shall meet the standards and guidelines set forth in ANSI Y32.9-1972, IEEE-315-1975, and IEEE-315A-1994.

4.2.4 Publications

Make recommendations and assist the NRC in the development of publications, visual information, and graphics imagery within the scope of the contract. Examples include but are not limited to: handbooks, client guides, telephone directories, marketing and promotional materials.

4.3 Construction Requirements

The Contractor shall install outlets, connectors and cable terminations in the NRC facilities as prescribed in references listed in Section 8, Standards and References. This may include installation in walls, workstation conduits or troughs. The Contractor shall use care and adhere to safety standards in the removal and replacement of ceiling tiles. 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 ensure all work areas are left broom-clean and free of debris at the end of each task or workday. Upon completion of the project, all tools, equipment, and excess materials shall be removed from the work site by the Contractor.

4.3.1 NRC Building Permit Authorization (Facility Services)

The Contractor shall obtain an NRC Building Permit Authorization from the NRC Division of Facilities and Security and approval from the NRC PO prior to the use of all chemicals, welding, soldering, work on or near fire alarm systems, construction, renovations, building alterations, and any other work which may disrupt building occupants

4.4 Telecommunications Facilities Management

4.4.1 Maintenance

The Contractor shall be responsible for ensuring all telecommunications facilities and storage areas are maintained in a clean and orderly fashion, broom-clean and free of debris and trash. The contractor shall inspect all telecommunications facilities weekly to ensure:

1. Debris and trash have been removed
2. Lighting is operational
3. Locks are operational
4. Floors are broom-clean and free of debris and trash

The contractor shall request support from the NRC PO for NRC building services for all maintenance and repairs of building items in telecommunications facilities such as lighting, locks and floor clearing. A current status of each room including all pending maintenance and repairs actions shall be provided on a weekly basis by email to the NRC PO.

4.4.2 Telecommunications Facilities Physical Security

Contractor personnel must ensure that Telephone Closet doors must remain closed with their cipher locks engaged at all times. Cipher locks are not to be disengaged at anytime. Broken cipher locks are to be reported to the NRC PO immediately. Contractor personnel must inspect all Telephone Closet cipher locks weekly to ensure their proper operation and notify the NRC PO by email at the completion of each week's inspection. Reporting format will be provided by the NRC PO.

Telecommunications Equipment Rooms (OP1-11 and TP2-11) and Telephone Closet doors are not to be propped open at anytime unless required to complete ongoing work. These facilities are not to be left unattended for any reason while doors are propped open.

The Division of Facilities and Security, Security Branch (DFS/SB) will issue a security infraction to individuals who do not adhere to the security requirement to keep the telephone closet doors locked when responsibility for having left a telephone closet door can be assigned to a specific individual. Management Directive 12.1, Part V, "Infractions and Violations," (A)(2)(a)(I), (ii) contains the policy by which NRC and NRC contractor employees may be issued a security infraction for "failure to comply with NRC security requirements and procedures."

Additional information regarding the security of these facilities may be found in NRC Management Directive, Volume 12, "Security NRC Facility Security Program Handbook 12.1 Part III."

4.5 Equipment Repair/Calibration

At the request of the NRC, the Contractor shall coordinate the repair/calibration of telecommunications equipment according to instructions received from the appropriate manufacturer or vendor. The Contractor shall maintain a record and monitor the status of all telecommunications equipment returned to the manufacturer or vendor for repair or replacement, until restored to operation.

The Contractor shall establish a calibration schedule for the NRC Furnished Equipment according to manufacturers' and FCC specifications. All charges for the required calibration of equipment shall be paid by the NRC upon receipt of a properly executed invoice and calibration certification.

4.6 Project Management

The Contractor shall designate a program management liaison to facilitate Government-Contractor interface and mutual understanding of the program. The primary function of the designated liaison shall be to act as the technical and managerial interface between the Contractor and the Government.

The Contractor shall provide personnel resources, management systems, and facilities to successfully plan, organize, staff, direct, and control the work effort for the implementation of this contract. The Contractor shall provide program and project level data in accordance with the statement of work management reporting. The Contractor shall possess the capability for the execution of multiple, simultaneous inside and outside plant cable jobs.

The Contractor shall participate in weekly meetings with other support contractor help desks, weekly meetings with the NRC and other formal meetings as required and directed by the NRC PO. The Contractor shall report monthly progress and financial performance for all activities under the contract in the Monthly Technical and Financial Status Report.

4.7 Staffing

The Contractor shall provide the NRC PO with a roster of personnel assigned to respond to after hours requirements and emergencies The contractor shall assign pagers or wireless telephones to on-call personnel that can be contacted by the NRC. Advanced communications design and engineering skills may be needed at new NRC HQ locations.

4.7.1 Staff Orientation

The Contractor shall educate their staff to the mission and organization of the NRC, the purpose and scope of the contract, and the Contractor's organization to accomplish the tasks in the contract. This orientation shall also ensure that Contractor staff are aware of acceptable behavior and performance standards. It shall emphasize that staff members are expected to take ownership of problems and work with the users until the problem is successfully resolved even if that involves coordinating with other Contractors or NRC organizations. One of the objectives of this orientation is to ensure the staff understands that if they are first on the scene they are the owner of the problem and therefore they are to ensure the problem is resolved to the customer's satisfaction, not just passed off to someone else for resolution.

Quality customer service, sensitivity training, or similar staff orientation plans shall be updated as the Contractor "learns" the NRC environment and shall be given to all new
Contractor staff members throughout the life of the contract.

4.7.2 Subcontractors

If subcontractors are used, the Contractor shall integrate subcontractor performance into the overall program/project accomplishment described in the Program Management Plan.

4.8 Contractor Conduct

4.8.1 Performance and Conduct

The Contractor shall perform all work under this statement of work in a skillful and professional manner in accordance with the standards and practices documented and/or accepted by industry or otherwise specified herein. The Government reserves the right to require the Contractor to remove from the project any employee the Contracting Officer (CO) deems careless, is identified by competent authority as not conforming to required safety standards, or who is officially cited for performing or acting in an objectionable manner, thus effecting the work or safety of others. Such notice will be presented in writing.
The Government has a zero tolerance for substance abuse, inclusive of drugs and alcohol, and sexual harassment. Contractor employees shall therefore not exhibit any behavior that may be considered to be sexual harassment, e.g. sexual advances and/or harassing any building occupants or other offensive conduct. Therefore, prior to the takeover date of the contract, and on an annual basis thereafter, the Contractor shall provide training for all of its employees with respect to appropriate interpersonal relations. In addition, the Contractor shall ensure that any subsequent new employee also receives the above training within 30 days of employment and prior to reporting for duty at the NRC.

4.8.2 Safety Standards

The Contractor and all of his personnel shall adhere to Public Law 91-596, 1926.956, 1910.146 Occupational Safety and Health Administration (OSHA) standards, and Telecommunication Standard 29CFR 1910.268, as well as local government fire and safety regulations for the site.

4.8.2.1 Mishap Reporting

The Contractor shall report to the NRC PO and CO all Contractor related mishaps which results in personal injury, Government property damage, and/or financial loss due to the work performed. The Contractor shall, in coordination with the NRC PO, secure the mishap scene and impound immediately the wreckage and all related documentation until released by the Government Investigating Safety Office. Such release will be accomplished through the NRC Safety Officer. The Contractor and related subcontractors shall support the Government, as required, in the mishap investigation by all Government organizations.

4.8.2.2 Safety and Health

The Contractor shall meet with Local Safety and Bioenvironmental Personnel during the site surveys to determine any potential issues with the projected work areas that may contain asbestos, hazardous materials, or hazardous wastes. The Contractor shall follow procedures established by the local Safety and Health Officials.

4.8.2.3 Safety Requirements for Construction

The Contractor shall obtain an NRC Building Permit Authorization from the NRC Division of Facilities and Security and approval from the NRC PO prior to any trenching, digging, excavating or any other work which may disrupt building occupants.

The contractor shall also contact Miss Utility at least 5 days in advance of the planned work to allow time for marking. If a utility line is accidentally damaged (nicked, scraped or broken), dislocated or disturbed, call the appropriate utility company immediately (DO NOT call Miss Utility) for inspection and repair. After the appropriate utility has been notified, contact the Security Emergency Line on 415-2000 and the NRC Project Officer.
The Contractor shall ensure all open trenches and open holes are properly protected by use of barricades and warning signs. At night, the installed barricades shall be equipped with a flashing light. The Contractor in coordination with the NRC PO, shall coordinate with the local Safety and Health Officials (for procedures and

testing on entering confined spaces) prior to entry into any confined spaces (e.g., manholes, tunnels, vaults, etc.) and take necessary precaution(s) as required.

4.8.2.4 Subcontractor Safety

The Contractor shall be responsible for ensuring subcontractors provide the necessary support to satisfy the safety and health requirements set forth in this statement of work and those specified by Local Safety and Health Officials. The Contractor shall include a stipulation that all subcontractors comply with the local safety and health provisions and this statement of work.

4.8.2.5 Disposal of Waste Material

All Government-owned condemned, or salvageable materials and all debris resulting from the execution of a Government site via this contract shall be disposed of by the Contractor as follows:

4.8.2.5.1 Disposition of Recovered Materials

The Contractor shall dispose of all Government-owned, condemned materials recovered in the course of the performance of this contract as directed following local government procedures. In no case shall salvageable materials be disposed of in Government waste containers.

4.8.2.5.2 Debris

The contractor shall remove all debris and scrap wire and installation materials generated in the performance of this specification on a daily basis. Trash/debris not authorized by the Office of Administration to be disposed of in Government waste containers shall be disposed of off-site, as needed following local government procedures.

4.9 Expertise

The qualifications of contractor personnel should be sufficient to perform the tasks described under "Section 2.1- Basic Contract Services" with proficiency. Services needed to support the new HQ locations may involve design and technical expertise in multimedia/audiovisual, IT/telecommunications, building security, and acoustics as they apply to facility or campus space planning and telecommunications infrastructure design and engineering.

4.10 Unique Services

Services needed to support the new HQ locations are unique as compared to services provided to support the existing HQ locations since it may involve design and technical expertise in multimedia/audiovisual, IT/telecommunications, building security, and acoustics as they apply to facility or campus space planning and telecommunications infrastructure design and engineering.

4.11 Contractor Supplied Supplies and Services

The Contractor shall furnish all personnel, supervision, management and tools required to perform under this contract. Installation, maintenance materials and parts required for Contractor personnel to perform work on this contract will be procured by the Contractor as delineated in Section 3.

4.12 Clean Up

The Contractor shall maintain his installation and storage areas free from accumulation of waste material and rubbish. Upon completion of all work or the end of the work day, all tools, equipment, and materials shall be stored in a secure area. After completion, the work areas shall be left in a clean and unobstructive condition.

5.0 RESOURCES

5.1 Tools

The contractor shall provide all tools and test equipment required to meet the requirements of this contract. The NRC will review the availability of NRC owned general purpose test equipment and tools for assignment/loan to the Contractor. Once a complete list has been developed, the Contractor shall acknowledge receipt and assume responsibility for all equipment and tools by signing a receipt for Government Furnished Equipment to be kept on file with the PO until all equipment and tools have been returned.

5.2 Documentation

The NRC will provide the Contractor with all available documentation, software manuals, diagnostic routines, warranty information, equipment configurations and any other available information necessary to perform service under this contract. All documentation provided to the Contractor will remain the property of the NRC.

6.0 HOURS OF WORK

6.1 Regular Hours

The Contractor shall maintain a staff and office telephone coverage within Headquarter's buildings during the Principal Period of Maintenance (PPM) defined as between the hours of 7:00 a.m. and 5:00 p.m. Monday through Friday, excluding Federal holidays as set forth below. All costs associated with this requirement are considered Basic Contract Services.

Contractor personnel sufficient to meet all requirements of the Statement of Work shall be on-site during the PPM. In addition, installations may be scheduled outside of the PPM to avoid service interruptions. These will be scheduled ahead of time and agreed to by the NRC PO and will be considered regular hours.

All costs associated with this requirement are considered Basic Contract Services.

Throughout this contract, references to numbers of days shall be understood to mean Government official work days and shall exclude Saturdays, Sundays, and Federal Holidays.

The following holidays are recognized by the Federal Government:

(a) New Year's Day
(b) Inauguration Day
(c) Martin Luther King Day
(d) President's Day
(e) Memorial Day
(f) Independence Day
(g) Labor Day
(h) Columbus Day
(I) Veteran's Day
(j) Thanksgiving Day
(k) Christmas Day

Should a holiday fall on a weekend, the day designated by the Federal Government shall be recognized as the official holiday.

Should any additional holidays be granted on a one-time basis by the President of the United States for a full or partial day, such additional holidays shall also be observed by the Contractor. Should the Office of Personnel Management (OPM) or other authorized Government official/agency announce the closure of the Federal Government or of the Headquarter's buildings for full or partial days for causes such as inclement weather, the Contractor shall be required to provide essential staffing necessary to maintain and protect the facilities as directed by the PO.

6.2 On-Call Requirements

Outside of the PPM, the Contractor shall provide on-call personnel that can be on-site within two hours of being notified by the NRC Project Officer or alternate. On-call personnel shall be required to use a pager or cellular telephone and to provide return call acknowledgment notification immediately after receiving a pager request. The Contractor shall provide the NRC PO with points of contact for after hours on-site maintenance service. This shall include both primary and alternate telephone numbers.

7.0 REIMBURSABLE CONTRACT SERVICES FOR NEW LOCATIONS

It is planned that the interim building will have about 265 workstations and the new permanent building will contain 550 workstations.

When a new NRC work site is established, the contractor is expected to provide additional new resources for the increased work level without sharing the day-to-day resources assigned to the current NRC locations. In addition, the work at a new site may warrant a skill set not normally needed to support the day-to-day requirements at the existing NRC locations. This may involve design and technical expertise in multimedia/audiovisual, IT/telecommunications, building security, and acoustics as they apply to facility or campus space planning and telecommunications infrastructure design and engineering.

Additional tasks may be required that may involve, but not limited to, development and integration work.

If a major organizational move is to take place that would be beyond the scope of the day-to-day activities, as determined by the Contracting Officer, a new task would be issued to the contractor who in turn would assign new resources to fulfill the task.

8.0 PERFORMANCE MEASURES

8.1 Routine Services

8.1.1 Description: 100% compliance with Section 2.2. Routine services on the Telecommunications System, such as installing, de-installing or re-locating telephone or workstation cabling (see section 2.2)

i. Target: within five (5) business days of the receipt of the request (under normal conditions), or as specified in the work order.
ii. Data Source: Ticket/Work Order
iii. Responsible Party: Contractor
iv. Frequency: As needed

8.1.2 Description: 100% compliance with Section 2.2. Fulfilling employee move requests (see section 2.2)

i. Target: within ten (10) business days of the receipt of the request (under normal conditions), or as specified in the work order.
ii. Data Source: Ticket/Work Order
iii. Responsible Party: Contractor
iv. Frequency: As needed

8.2 Escalation Performance Requirements (see section 2.3.3.2)

8.2.1 Description: 100% compliance with Section 2.2.3.2. Promoting Priority

i. Targets: (a) within one (1) one hour if the technician cannot identify the immediate resolution, (b) at the end of the second hour the problem should be communicated to the PO.
ii. Data Source: N/A
iii. Responsible Party: Contractor
iv. Frequency: As needed

8.2.2 Description: 100% compliance with Section 2.2.3.2. Failures

i. All critical failures should be communicated immediately to the NRC PO, Team Lead, or the COTB Branch Chief. For non-critical failures, the Contractor shall restore service within four hours elapsed time within the PPM (or at a later time as approved by the NRC PO). Outside the PPM, the Contractor shall be on-site within two hours of being notified of a critical failure. In both instances, the Contractor shall be prepared to work until service is restored.
ii. Data Source: N/A
iii. Responsible Party: Contractor
iv. Frequency: As needed

8.3 Reports and Deliverables

8.3.1 Description: 100% of reports and deliverables milestones shall be delivered to the Project Officer within the project schedule at least every 30 days. Change in final deliverable milestones in the project schedule shall be approved by the Project Officer. Compliance will be monitored via Project Officer through Project Schedule and Monthly Progress Reports reviews.

i. Target: 100% by specified date
ii. Data Source: Project Schedule and Monthly Progress Reports
iii. Responsible Party: Contractor
iv. Frequency: When appropriate

9.0 STANDARDS AND REFERENCES

Adherence with the current editions of the following standards and references is required:

Telecommunications Industry Association/ Electronic Industries Alliance (TIA/ EIA):

TIA-526-7 Measurement of Optical Power Loss of Installed Single-Mode Fiber Cable Plant B OFSTP-7 (February 2002)

TIA-526-14 Optical Power Loss Measurements of Installed Multimode Fiber Cable Plant B OFSTP-14 (August 1998)

TIA/EIA-568-1 Commercial Building Telecommunications Cabling Standard Part 1: General Requirements (February 2003)

TIA/EIA-568-2 Commercial Building Telecommunications Cabling Standard Part 2: Balanced Twisted-Pair Cabling Components (January 2003)

TIA/EIA-568-3 Optical Fiber Cabling Components Standard (April 2002)

TIA/EIA-569 Commercial Building Standard for Telecommunications Pathways and Spaces (December 2001)

TIA/EIA-570 Residential Telecommunications Cabling Standard (July 2002)

TIA/EIA-598 Optical Fiber Cable Color Coding (December 2001)
TIA/EIA-606 Administration Standard for Commercial Telecommunications Infrastructure (May 2002)

J-STD-607 Commercial Building Grounding (Earthing) and Bonding Requirements for Telecommunications (October 2002)

TIA/EIA-758 Customer-Owned Outside Plant Telecommunications Cabling Standard (April 1999)

BICSI: Telecommunications Distribution Methods Manual (TDMM), Current Edition

National Electric Code (NEC): NFPA-70, Current Edition

Federal Information Processing Standards

FED-STD 1037B Glossary of Telecommunications Terms

In accomplishing the work specified herein, the Contractor may uncover situations where referenced or non-referenced industry standards, specifications, and criteria have conflicting guidelines. In such situations, the Contractor shall be responsible for recommending to the NRC the applicable standards, specifications or criteria obtaining approval from the NRC PO before proceeding with performance

SECTION C - CONTRACT CLAUSES

C.1 52.204-7 CENTRAL CONTRACTOR REGISTRATION (JULY 2006)

(a) Definitions. As used in this clause--

"Central Contractor Registration (CCR) database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4- character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same parent concern.

"Registered in the CCR database" means that--

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and

(2) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record "Active". The Contractor will be required to provide consent for TIN validation to the Government as a part of the CCR registration process.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at http://www.dnb.com; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and Zip Code.

(iv) Company Mailing Address, City, State and Zip Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at http://www.ccr.gov or by calling 1-888-227-2423, or 269-961-5757.

C.2 APPROPRIATE USE OF GOVERNMENT FURNISHED INFORMATION TECHNOLOGY (IT) EQUIPMENT AND/ OR IT SERVICES/ ACCESS (MARCH 2002)

As part of contract performance the NRC may provide the contractor with information technology (IT) equipment and IT services or IT access as identified in the solicitation or subsequently as identified in the contract or delivery order. Government furnished IT equipment, or IT services, or IT access may include but is not limited to computers, copiers, facsimile machines, printers, pagers, software, phones, Internet access and use, and email access and use. The contractor (including the contractor's employees, consultants and subcontractors) shall use the government furnished IT equipment, and / or IT provided services, and/ or IT access solely to perform the necessary efforts required under the contract. The contractor (including the contractor's employees, consultants and subcontractors) are prohibited from engaging or using the government IT equipment and government provided IT services or IT access for any personal use, misuse, abuses or any other unauthorized usage.

The contractor is responsible for monitoring its employees, consultants and subcontractors to ensure that government furnished IT equipment and/ or IT services, and/ or IT access are not being used for personal use, misused or abused. The government reserves the right to withdraw or suspend the use of its government furnished IT equipment, IT services and/ or IT access arising from contractor personal usage, or misuse or abuse; and/ or to disallow any payments associated with contractor (including the contractor's employees, consultants and subcontractors) personal usage, misuses or abuses of IT equipment, IT services and/ or IT access; and/ or to terminate for cause the contract or delivery order arising from violation of this provision.

C.3 52.232-7 PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS (FEB 2007)

The Government will pay the Contractor as follows upon the submission of vouchers approved by the Contracting Officer or the authorized representative:

(a) Hourly rate.

(1) Hourly rate means the rate(s) prescribed in the contract for payment for labor that meets the labor category qualifications of a labor category specified in the contract that are--

(i) Performed by the Contractor;

(ii) Performed by the subcontractors; or

(iii) Transferred between divisions, subsidiaries, or affiliates of the Contractor under a common control.

(2) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the Schedule by the number of direct labor hours performed.

(3) The hourly rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by employees that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.

(4) The hourly rates shall include wages, indirect costs, general and administrative expense, and profit. Fractional parts of an hour shall be payable on a prorated basis.

(5) Vouchers may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer), to the Contracting Officer or authorized representative. The Contractor shall substantiate vouchers (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment and by--

(i) Individual daily job timekeeping records;

(ii) Records that verify the employees meet the qualifications for the labor categories specified in the contract; or

(iii) Other substantiation approved by the Contracting Officer.

(6) Promptly after receipt of each substantiated voucher, the Government shall, except as otherwise provided in this contract, and subject to the terms of paragraph (e) of this clause, pay the voucher as approved by the Contracting Officer or authorized representative.

(7) Unless otherwise prescribed in the Schedule, the Contracting Officer may unilaterally issue a contract modification requiring the Contractor to withhold amounts from its billings until a reserve is set aside in an amount that the Contracting Officer considers necessary to protect the Government's interests. The Contracting Officer may require a withhold of 5 percent of the amounts due under paragraph (a) of this clause, but the total amount withheld for the contract shall not exceed $50,000. The amounts withheld shall be retained until the Contractor executes and delivers the release required by paragraph (g) of this clause.

(8) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis. If no overtime rates are provided in the Schedule and overtime work is approved in advance by the Contracting Officer, overtime rates shall be negotiated. Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract. If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(b) Materials.

(1) For the purposes of this clause--

(i) Direct materials means those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product or service.

(ii) Materials means--

(A) Direct materials, including supplies transferred between divisions, subsidiaries, or affiliates of the Contractor under a common control;

(B) Subcontracts for supplies and incidental services for which there is not a labor category specified in the contract;

(C) Other direct costs (e.g., incidental services for which there is not a labor category specified in the contract, travel, computer usage charges, etc.); and

(D) Applicable indirect costs.

(2) If the Contractor furnishes its own materials that meet the definition of a commercial item at 2.101, the price to be paid for such materials shall not exceed the Contractor's established catalog or market price, adjusted to reflect the--

(i) Quantities being acquired; and

(ii) Actual cost of any modifications necessary because of contract requirements.

(3) Except as provided for in paragraph (b)(2) of this clause, the Government will reimburse the Contractor for allowable cost of materials provided the Contractor--

(i) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or

(ii) Ordinarily makes these payments within 30 days of the submission of the Contractor's payment request to the Government and such payment is in accordance with the terms and conditions of the agreement or invoice.

(4) Payment for materials is subject to the Allowable Cost and Payment clause of this contract. The Contracting Officer will determine allowable costs of materials in accordance with Subpart 31.2 of the Federal Acquisition Regulation (FAR) in effect on the date of this contract.

(5) The Contractor may include allocable indirect costs and other direct costs to the extent they are--

(i) Comprised only of costs that are clearly excluded from the hourly rate;

(ii) Allocated in accordance with the Contractor's written or established accounting practices; and

(iii) Indirect costs are not applied to subcontracts that are paid at the hourly rates.

(6) To the extent able, the Contractor shall--

(i) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and

(ii) Take all cash and trade discounts, rebates, allowances, credits, salvage, commissions, and other benefits. When unable to take advantage of the benefits, the Contractor shall promptly notify the Contracting Officer and give the reasons. The Contractor shall give credit to the Government for cash and trade discounts, rebates, scrap, commissions, and other amounts that have accrued to the benefit of the Contractor, or would have accrued except for the fault or neglect of the Contractor. The Contractor shall not deduct from gross costs the benefits lost without fault or neglect on the part of the Contractor, or lost through fault of the Government.

(7) Except as provided for in 31.205-26(e) and (f), the Government will not pay profit or fee to the prime Contractor on materials.

(c) If the Contractor enters into any subcontract that requires consent under the clause at 52.244-2, Subcontracts, without obtaining such consent, the Government is not required to reimburse the Contractor for any costs incurred under the subcontract prior to the date the Contractor obtains the required consent. Any reimbursement of subcontract costs incurred prior to the date the consent was obtained shall be at the sole discretion of the Government.

(d) Total cost. It is estimated that the total cost to the Government for the performance of this contract shall not exceed the ceiling price set forth in the Schedule, and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at

any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation. If at any time during performing this contract, the Contractor has reason to believe that the total price to the Government for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performing this contract, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.

(e) Ceiling price. The Government will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

(f) Audit. At any time before final payment under this contract, the Contracting Officer may request audit of the vouchers and supporting documentation. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding vouchers, that are found by the Contracting Officer or authorized representative not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. Upon receipt and approval of the voucher designated by the Contractor as the "completion voucher" and supporting documentation, and upon compliance by the Contractor with all terms of this contract (including, without limitation, terms relating to patents and the terms of paragraph (g) of this clause), the Government shall promptly pay any balance due the Contractor. The completion voucher, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(g) Assignment and Release of Claims. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions:

(1) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible of exact statement by the Contractor.

(2) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

(3) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(h) Interim payments on contracts for other than services.

(1) Interim payments made prior to the final payment under the contract are contract financing payments. Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act.

(2) The designated payment office will make interim payments for contract financing on the day after the designated billing office receives a proper payment request. In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

(i) Interim payments on contracts for services. For interim payments made prior to the final payment under this contract, the Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

C.4 52.219-17 SECTION 8(a) AWARD (DEC 1996)

(a) By execution of a contract, the Small Business Administration (SBA) agrees to the following:

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

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

(3) That payments to be made under the contract will be made directly to the subcontractor by the contracting activity.

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

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

(b) The offeror/subcontractor agrees and acknowledges that it will, for and on behalf of the SBA, fulfill and perform all of the requirements of the contract.

(c) The offeror/subcontractor agrees that it will not subcontract the performance of any of the requirements of this subcontract to any lower tier subcontractor without the prior written approval of the SBA and the cognizant Contracting Officer of the Nuclear Regulatory Commission.

C.5 SPECIAL 8(A) CONTRACT CONDITIONS

Although the U.S. Small Business Administration (SBA) may not be identified in Block 7 of the award document, SBA remains the prime contractor and Alternative Telecommunications Solutions, Inc., is the subcontractor in accordance with the existing SBA/NRC Partnership Agreement.

C.6 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

52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	NOV 2006
52.224-1	PRIVACY ACT NOTIFICATION	APR 1984
52.245-1	GOVERNMENT PROPERTY	JUN 2007
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.224-2	PRIVACY ACT	APR 1984
52.228-5	INSURANCE--WORK ON A GOVERNMENT INSTALLATION	JAN 1997

C.7 52.232-18 AVAILABILITY OF FUNDS (APR 1984)

Funds are not presently available for this contract beyond November 30, 2008. The Government's obligation under this contract 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 until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

C.8 2052.209-72 CONTRACTOR ORGANIZATIONAL CONFLICTS OF INTEREST (JAN 1993)

(a) Purpose. The primary purpose of this clause is to aid in ensuring that the contractor:

(1) Is not placed in a conflicting role because of current or planned interests (financial, contractual, organizational, or otherwise) which relate to the work under this contract; and

(2) Does not obtain an unfair competitive advantage over other parties by virtue of its performance of this contract.

(b) Scope. The restrictions described apply to performance or participation by the contractor, as defined in 48 CFR 2009.570-2 in the activities covered by this clause.

(c) Work for others.

(1) Notwithstanding any other provision of this contract, during the term of this contract, the contractor agrees to forego entering into consulting or other contractual arrangements with any firm or organization the result of which may give rise to a conflict of interest with respect to the work being performed under this contract. The contractor shall ensure that all employees under this contract abide by the provision of this clause. If the contractor has reason to believe, with respect to itself or any employee, that any proposed consultant or other contractual arrangement with any firm or organization may involve a potential conflict of

interest, the contractor shall obtain the written approval of the contracting officer before the execution of such contractual arrangement.

(2) The contractor may not represent, assist, or otherwise support an NRC licensee or applicant undergoing an NRC audit, inspection, or review where the activities that are the subject of the audit, inspection, or review are the same as or substantially similar to the services within the scope of this contract (or task order as appropriate) except where the NRC licensee or applicant requires the contractor's support to explain or defend the contractor's prior work for the utility or other entity which NRC questions.

(3) When the contractor performs work for the NRC under this contract at any NRC licensee or applicant site, the contractor shall neither solicit nor perform work in the same or similar technical area for that licensee or applicant organization for a period commencing with the award of the task order or beginning of work on the site (if not a task order contract) and ending one year after completion of all work under the associated task order, or last time at the site (if not a task order contract).

(4) When the contractor performs work for the NRC under this contract at any NRC licensee or applicant site,

(i) The contractor may not solicit work at that site for that licensee or applicant during the period of performance of the task order or the contract, as appropriate.

(ii) The contractor may not perform work at that site for that licensee or applicant during the period of performance of the task order or the contract, as appropriate, and for one year thereafter.

(iii) Notwithstanding the foregoing, the contracting officer may authorize the contractor to solicit or perform this type of work (except work in the same or similar technical area) if the contracting officer determines that the situation will not pose a potential for technical bias or unfair competitive advantage.

(d) Disclosure after award.

(1) The contractor warrants that to the best of its knowledge and belief, and except as otherwise set forth in this contract, that it does not have any organizational conflicts of interest as defined in 48 CFR 2009.570-2.

(2) The contractor agrees that if, after award, it discovers organizational conflicts of interest with respect to this contract, it shall make an immediate and full disclosure in writing to the contracting officer. This statement must include a description of the action which the contractor has taken or proposes to take to avoid or mitigate such conflicts. The NRC may, however, terminate the contract if termination is in the best interest of the Government.

(3) It is recognized that the scope of work of a task-order-type contract necessarily encompasses a broad spectrum of activities. Consequently, if this is a task-order-type contract, the contractor agrees that it will disclose all proposed new work involving NRC licensees or applicants which comes within the scope of work of the underlying contract. Further, if this contract involves work at a licensee or applicant site, the contractor agrees to exercise diligence to discover and disclose any new work at that licensee or applicant site. This disclosure must be made before the submission of a bid or proposal to the utility or other regulated entity and must be received by the NRC at least 15 days before the proposed award date in any event, unless a written justification demonstrating urgency and due diligence to discover and disclose is provided by the contractor and approved by the contracting officer. The disclosure must include the statement of work, the dollar value of the proposed contract, and any other documents that are needed to fully describe the proposed work for the regulated utility or other regulated entity. NRC may deny approval of the disclosed work only when the NRC has issued a task order which includes the technical area and, if site-specific, the site, or has plans to issue a task order which includes the technical area and, if site-specific, the site, or when the work violates paragraphs (c)(2), (c)(3) or (c)(4) of this section.

(e) Access to and use of information.

(1) If in the performance of this contract, the contractor obtains access to information, such as NRC plans, policies, reports, studies, financial plans, internal data protected by the Privacy Act of 1974 (5 U.S.C. Section 552a (1988)), or the Freedom of Information Act (5 U.S.C. Section 552 (1986)), the contractor agrees not to:

(i) Use this information for any private purpose until the information has been released to the public;

(ii) Compete for work for the Commission based on the information for a period of six months after either the completion of this contract or the release of the information to the public, whichever is first;

(iii) Submit an unsolicited proposal to the Government based on the information until one year after the release of the information to the public; or

(iv) Release the information without prior written approval by the contracting officer unless the information has previously been released to the public by the NRC.

(2) In addition, the contractor agrees that, to the extent it receives or is given access to proprietary data, data protected by the Privacy Act of 1974 (5 U.S.C. Section 552a (1988)), or the Freedom of Information Act (5 U.S.C. Section 552 (1986)), or other confidential or privileged technical, business, or financial information under this contract, the contractor shall treat the information in accordance with restrictions placed on use of the information.

(3) Subject to patent and security provisions of this contract, the contractor shall have the right to use technical data it produces under this contract for private purposes provided that all requirements of this contract have been met.

(f) Subcontracts. Except as provided in 48 CFR 2009.570-2, the contractor shall include this clause, including this paragraph, in subcontracts of any tier. The terms contract, contractor, and contracting officer, must be appropriately modified to preserve the Government's rights.

(g) Remedies. For breach of any of the above restrictions, or for intentional nondisclosure or misrepresentation of any relevant interest required to be disclosed concerning this contract or for such erroneous representations that necessarily imply bad faith, the Government may terminate the contract for default, disqualify the contractor from subsequent contractual efforts, and pursue other remedies permitted by law or this contract.

(h) Waiver. A request for waiver under this clause must be directed in writing to the contracting officer in accordance with the procedures outlined in 48 CFR 2009.570-9.

(i) Follow-on effort. The contractor shall be ineligible to participate in NRC contracts, subcontracts, or proposals therefor (solicited or unsolicited), which stem directly from the contractor's performance of work under this contract. Furthermore, unless so directed in writing by the contracting officer, the contractor may not perform any technical consulting or management support services work or evaluation activities under this contract on any of its products or services or the products or services of another firm if the contractor has been substantially involved in the development or marketing of the products or services.

(1) If the contractor, under this contract, prepares a complete or essentially complete statement of work or specifications, the contractor is not eligible to perform or participate in the initial contractual effort which is based on the statement of work or specifications. The contractor may not incorporate its products or services in the statement of work or specifications unless so directed in writing by the contracting officer, in which case the restrictions in this paragraph do not apply.

(2) Nothing in this paragraph precludes the contractor from offering or selling its standard commercial items to the Government.

C.9 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: George W. Lopez

Address: U.S. Nuclear Regulatory Commission
Office of Information Services
Mail Stop: T-5-D14
Washington, DC 20555

Telephone Number: (301) 415-7225

(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.10 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (FEB 2007)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights-

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies(or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include-

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-- Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.-

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(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 3701, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to 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

(9) The specification.

(t) Central Contractor Registration (CCR).

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at http://www.ccr.gov or by calling 1-888-227-2423 or 269-961-5757.

C.11 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:

[X] (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]

[X] (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.

[X] (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.

[X] (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)).

[X] (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).

[X] (18) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

[X] (19) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

[X] (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).

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

[X] (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).

[X] (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)).

[X] (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).

[X] (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.12 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 5 years. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days.

C.13 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 60 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 15 days 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 November 30, 2011.

C.14 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 .

C.15 2052.215-70 KEY PERSONNEL (JAN 1993)

(a) The following individuals are considered to be essential to the successful performance of the work hereunder:

[redacted] [redacted]

The contractor agrees that personnel may not be removed from the contract work or replaced without compliance with paragraphs (b) and (c) of this section.

(b) If one or more of the key personnel, for whatever reason, becomes, or is expected to become, unavailable for work under this contract for a continuous period exceeding 30 work days, or is expected to devote substantially less effort to the work than indicated in the proposal or initially anticipated, the contractor shall immediately notify the contracting officer and shall, subject to the con-currence of the contracting officer, promptly replace the personnel with personnel of at least substantially equal ability and qualifications.

(c) Each request for approval of substitutions must be in writing and contain a detailed explanation of the circumstances necessitating the proposed substitutions. The request must also contain a complete resume for the proposed substitute and other information requested or needed by the contracting officer to evaluate the proposed substitution. The contracting officer and the project officer shall evaluate the contractor's request and the contracting officer shall promptly notify the contractor of his or her decision in writing.

(d) If the contracting officer determines that suitable and timely replacement of key personnel who have been reassigned, terminated, or have otherwise become unavailable for the contract work is not reasonably forthcoming, or that the resultant reduction of productive effort would be so substantial as to impair the successful completion of the contract or the service order, the contract may be terminated by the contracting officer for default or for the convenience of the Government, as appropriate. If the contracting officer finds the contractor at fault for the condition, the contract price or fixed fee may be equitably adjusted downward to compensate the Government for any resultant delay, loss, or damage.

C.16 SECURITY REQUIREMENTS RELATING TO THE PRODUCTION OF REPORT(S) OR THE PUBLICATION OF RESULTS UNDER CONTRACTS, AGREEMENTS, AND GRANTS

Review and Approval of Reports

(a) Reporting Requirements. The contractor/grantee shall comply with the terms and conditions of the contract/grant regarding the contents of the draft and final report, summaries, data, and related documents, to include correcting, deleting, editing, revising, modifying, formatting, and supplementing any of the information contained therein, at no additional cost to the NRC. Performance under the contract/grant will not be deemed accepted or completed until it complies with the NRC=s directions. The reports, summaries, data, and related documents will be considered draft until approved by the NRC. The contractor/grantee agrees that the direction, determinations, and decisions on approval or disapproval of reports, summaries, data, and related documents created under this contract/grant remain solely within the discretion of the NRC.

(b) Publication of Results. Prior to any dissemination, display, publication, or release of articles, reports, summaries, data, or related documents developed under the contract/grant, the contractor/grantee shall submit them to the NRC for review and approval. The contractor/ grantee shall not release, disseminate, display or publish articles, reports, summaries, data, and related documents, or the contents therein, that have not been reviewed and approved by the NRC for release, display, dissemination or publication. The contractor/grantee agrees to conspicuously place any disclaimers, markings or notices, directed by the NRC, on any articles, reports, summaries, data, and related documents that the contractor/grantee intends to release, display, disseminate or publish to other persons, the public, or any other entities. The contractor/grantee agrees, and grants, a royalty-free, nonexclusive, irrevocable worldwide license to the government, to use, reproduce, modify, distribute, prepare derivative works, release, display or disclose the articles, reports, summaries, data, and related documents developed under the contract/grant, for any governmental purpose and to have or authorize others to do so.

(c) Identification/Marking of Sensitive Unclassified and Safeguards Information. The decision, determination, or direction by the NRC that information possessed, formulated or produced by the contractor/grantee constitutes sensitive unclassified or safeguards information is solely within the authority and discretion of the NRC. In performing the contract/grant, the contractor/ grantee shall clearly mark sensitive unclassified and safeguards information, to include for example, AOUO-Allegation Information@ or AOUO-Security Related Information@ on any reports, documents, designs, data, materials, and written information, as directed by the NRC. In addition to marking the information as directed by the NRC, the contractor shall use the applicable NRC cover sheet (e.g., NRC Form 461 ASafeguards Information@) in maintaining these records and documents. The contractor/grantee shall ensure that sensitive unclassified and safeguards information is handled, maintained and protected from unauthorized disclosure, consistent with NRC policies and directions. The contractor/grantee shall comply with the requirements to mark, maintain, and protect all information, including documents, summaries, reports, data, designs, and materials in accordance with the provisions of Section 147 of the Atomic Energy Act of 1954 as amended, its implementing regulations (10 CFR 73.21), Sensitive Unclassified and Non-Safeguards Information policies, and NRC Management Directive and Handbook 12.6.

(d) Remedies. In addition to any civil, criminal, and contractual remedies available under the applicable laws and regulations, failure to comply with the above provisions, and/or NRC directions, may result in suspension, withholding, or offsetting of any payments invoiced or claimed by the contractor/grantee. If the contractor/grantee intends to enter into any subcontracts or other agreements to perform this contract/grant, the contractor/grantee shall include all of the above provisions in any subcontracts or agreements.

C.17 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 September 1, 2007 through November 30, 2008.

(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.18 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than $36.12 , the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of $2,648,374.16;

(2) Any order for a combination of items in excess of $2,648,374.16; or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 2 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

C.19 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)

C.20 Safety of On-Site Contractor Personnel

Ensuring the safety of occupants of Federal buildings is a responsibility shared by the professionals implementing our security and safety programs and the persons being protected. The NRC's Office of Administration (ADM) Division of Facilities and Security (DFS) has coordinated an Occupant Emergency Plan (OEP) for NRC Headquarters buildings with local authorities. The OEP has been approved by the Montgomery County Fire and Rescue Service. It is designed to improve building occupants' chances of survival, minimize damage to property, and promptly account for building occupants when necessary.

The contractor's Project Director shall ensure that all personnel working full time on-site at NRC Headquarters read the NRC's OEP, provided electronically on the NRC Intranet at http://www.internal.nrc.gov/ADM/OEP.pdf The contractor's Project Director also shall emphasize to each staff member that they are to be familiar with and guided by the OEP, as well as by instructions given by emergency response personnel in situations which pose an immediate health or safety threat to building occupants.

The NRC Project Officer shall ensure that the contractor's Project Director has communicated the requirement for on-site contractor staff to follow the guidance in the OEP. The NRC Project Officer also will assist in accounting for on-site contract persons in the event of a major emergency (e.g., explosion occurs and casualties or injuries are suspected) during which a full evacuation will be required, including the assembly and

accountability of occupants. The NRC DFS will conduct drills periodically to train occupants and assess these procedures.

C.21 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.22 2052.204.70 SECURITY (MAR 2004)

(a) Contract Security and/or Classification Requirements (NRC Form 187). The policies, procedures, and criteria of the NRC Security Program, NRC Management Directive (MD) 12 (including MD 12.1, "NRC Facility Security Program;" MD 12.2, "NRC Classified Information Security Program;" MD 12.3, "NRC Personnel Security Program;" MD 12.4, "NRC Telecommunications Systems Security Program;" MD 12.5, "NRC Automated Information Systems Security Program;" and MD 12.6, "NRC Sensitive Unclassified Information Security Program"), apply to performance of this contract, subcontract or other activity. This MD is incorporated into this contract by reference as though fully set forth herein. 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 Restricted Data or National Security Information or matter, access to sensitive unclassified information (e.g., Safeguards), access to sensitive Information Technology (IT) systems or data, unescorted access to NRC controlled buildings/space, or unescorted access to protected and vital areas of nuclear power plants.

(b) It is the contractor's duty to protect 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 protecting 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, safeguards information, 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 shall ensure that information protected from public disclosure is maintained as required by NRC regulations and policies, as cited in this contract or as otherwise provided by the NRC. The contractor will not 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 (DFS) and the Contracting Officer. These changes will be under the authority of the FAR Changes clause referenced in this document.

The contractor agrees to comply with the security requirements set forth in NRC Management Directive 12.1, NRC Facility Security Program which is incorporated into this contract by reference as though fully set forth herein. Attention is directed specifically to the section titled "Infractions and Violations," including "Administrative Actions" and "Reporting Infractions."

(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) Definition of Safeguards Information. Sensitive unclassified information that specifically identifies the detailed security measures of a licensee or an applicant for the physical protection of special nuclear material; or security measures for the physical protection and location of certain plant equipment vital to the safety of production of utilization facilities. Protection of this information is required pursuant to Section 147 of the Atomic Energy Act of 1954, as amended.

(i) Security Clearance. 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.

(j) 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.)

(k) 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.

(l) 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.23 2052.204-71 BADGE REQUIREMENTS FOR UNESCORTED BUILDING ACCESS TO NRC FACILITIES (MAR 2006)

During the life of this contract, the rights of ingress and egress for contractor personnel must be made available, as required, provided that the individual has been approved for unescorted access after a favorable adjudication from the Security Branch, Division of Facilities and Security (SB/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 NRC. The Project Officer shall assist the contractor in obtaining badges for the contractor personnel. All contractor personnel must present two forms of Identity Source Documents (I-9). One of the documents must be a valid picture ID issued by a state or by the Federal Government. Original I-9 documents must be presented in person for certification. A list of acceptable documents can be found at http://www.usdoj.gov/crt/recruit_employ/i9form.pdf. It is the sole responsibility of the contractor to ensure that each employee has a proper NRC-issued identification/badge at all times. All photo-identification badges must be immediately (no later than three days) delivered to SB/DFS for cancellation or disposition upon the termination of employment of any contractor personnel. Contractor personnel must display any NRC issued badge in clear view at all times 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 protection of any Government records or data that contractor personnel may come into contact with.

C.24 SECURITY REQUIREMENTS FOR INFORMATION TECHNOLOGY ACCESS APPROVAL (FEB 2004)

The proposer/contractor must identify all individuals and propose the level of Information Technology (IT) approval for each, using the following guidance. The NRC sponsoring office shall make the final determination of the level, if any, of IT approval required for all individuals working under this contract.

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.

SECURITY REQUIREMENTS FOR LEVEL I

Performance under this contract will involve prime contractor personnel, subcontractors or others who perform services requiring direct access to or operate agency sensitive information technology systems or data (IT Level I).

The IT Level I involves responsibility for the planning, direction, and implementation of a computer security program; major responsibility for the direction, planning, and design of a computer system, including hardware and software; or the capability to access a computer system during its operation or maintenance in such a way that could cause or that has a relatively high risk of causing grave damage; or the capability to realize a significant personal gain from computer access. Such contractor personnel shall be subject to the NRC contractor personnel security requirements of NRC Management Directive (MD) 12.3, Part I and will require a favorably adjudicated Limited Background Investigation (LBI).

A contractor employee shall not have access to sensitive information technology systems or data until he/she is approved by Security Branch, Division of Facilities and Security (SB/DFS). Temporary access may be approved based on a favorable adjudication of their security forms and checks. Final access will be approved based on a favorably adjudicated LBI in accordance with the procedures found in NRC MD 12.3, Part I. However, temporary access authorization approval will be revoked and the employee may subsequently be

removed from the contract in the event the employee's investigation cannot be favorably adjudicated. Such employee will not be authorized to work under any NRC contract without the approval of SB/DFS. 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. When an individual receives final access, the individual will be subject to a reinvestigation every 10 years.

The contractor shall submit a completed security forms packet, including the SF-86, "Questionnaire for National Security Positions," and fingerprint charts, through the Project Officer to SB/ DFS for review and favorable adjudication, prior to the individual performing work under this contract. The contractor shall assure that all forms are accurate, complete, and legible (except for Part 2 of the questionnaire, which is required to be completed in private and submitted by the individual to the contractor in a sealed envelope), as set forth in MD 12.3 which is incorporated into this contract by reference as though fully set forth herein. Based on SB review of the applicant's security forms and/or the receipt of adverse information by NRC, the individual may be denied access to NRC facilities, sensitive information technology systems or data until a final determination is made of his/her eligibility under the provisions of MD 12.3. Any questions regarding the individual's eligibility for IT Level I approval will be resolved in accordance with the due process procedures set forth in MD 12.3 and E. O. 12968.

In accordance with NRCAR 2052.204.70 "Security," IT Level I contractors shall be subject to the attached NRC Form 187 (See Section J for List of Attachments) which furnishes the basis for providing security requirements to prime contractors, subcontractors or others (e.g., bidders) who have or may have an NRC contractual relationship which requires access to or operation of agency sensitive information technology systems or remote development and/or analysis of sensitive information technology systems or data or other access to such systems and data; access on a continuing basis (in excess of 30 days) to NRC Headquarters controlled buildings; or otherwise requires issuance of an NRC badge.

SECURITY REQUIREMENTS FOR LEVEL II

Performance under this contract will involve contractor personnel that develop and/or analyze sensitive information technology systems or data or otherwise have access to such systems or data (IT Level II).

The IT Level II involves responsibility for the planning, design, operation, or maintenance of a computer system and all other computer or IT positions. Such contractor personnel shall be subject to the NRC contractor personnel requirements of MD 12.3, Part I, which is hereby incorporated by reference and made a part of this contract as though fully set forth herein, and will require a favorably adjudicated Access National Agency Check with Inquiries (ANACI).

A contractor employee shall not have access to sensitive information technology systems or data until he/she is approved by SB/DFS. Temporary access may be approved based on a favorable review of their security forms and checks. Final access will be approved based on a favorably adjudicated ANACI in accordance with the procedures found in MD 12.3, Part I. However, temporary access authorization approval will be revoked and the employee may subsequently be removed from the contract in the event the employee's investigation cannot be favorably adjudicated. Such employee will not be authorized to work under any NRC contract without the approval of SB/DFS. 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. When an individual receives final access, the individual will be subject to a reinvestigation every 10 years.

The contractor shall submit a completed security forms packet, including the SF-86, "Questionnaire for National Security Positions," and fingerprint charts, through the Project Officer to the NRC SB/DFS for review and favorable adjudication, prior to the individual performing work under this contract. The contractor shall assure that all forms are accurate, complete, and legible (except for Part 2 of the questionnaire, which is required to be completed in private and submitted by the individual to the contractor in a sealed envelope), as

set forth in MD 12.3. Based on SB review of the applicant's security forms and/or the receipt of adverse information by NRC, the individual may be denied access to NRC facilities, sensitive information technology systems or data until a final determination is made of his/her eligibility under the provisions of MD 12.3. Any questions regarding the individual's eligibility for IT Level II approval will be resolved in accordance with the due process procedures set forth in MD 12.3 and E.O. 12968.

In accordance with NRCAR 2052.204.70 "Security," IT Level II contractors shall be subject to the attached NRC Form 187 (See Section J for List of Attachments) which furnishes the basis for providing security requirements to prime contractors, subcontractors or others (e.g. bidders) who have or may have an NRC contractual relationship which requires access to or operation of agency sensitive information technology systems or remote development and/or analysis of sensitive information technology systems or data or other access to such systems or data; access on a continuing basis (in excess of 30 days) to NRC Headquarters controlled buildings; or otherwise requires issuance of an NRC badge.

CANCELLATION OR TERMINATION OF IT ACCESS/REQUEST

When a request for investigation is to be withdrawn or canceled, the contractor shall immediately notify the Project Officer by telephone in order that he/she will immediately contact the SB/DFS so that the investigation may be promptly discontinued. The notification shall contain the full name of the individual, and the date of the request. Telephone notifications must be promptly confirmed in writing to the Project Officer who will forward the confirmation via email to the SB/DFS. Additionally, SB/DFS must be immediately notified when an individual no longer requires access to NRC sensitive automated information technology systems or data, including the voluntary or involuntary separation of employment of an individual who has been approved for or is being processed for access under the NRC "Personnel Security Program."

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

Appendix 1

Telecommunications Support Services
February 1, 2007

D-3

NRC FORM 187
(1-2000)
NRCMD 12

U.S. NUCLEAR REGULATORY COMMISSION

CONTRACT SECURITY AND/OR CLASSIFICATION REQUIREMENTS

AUTHORITY
The policies, procedures, and criteria of the NRC Security Program, NRCMD 12, apply to performance of this contract, subcontract or other activity.

COMPLETE CLASSIFIED ITEMS BY SEPARATE CORRESPONDENCE

1. CONTRACTOR NAME AND ADDRESS

ALTERNATIVE TELECOMMUNICATIONS SOLUTIONS, INC.

A. CONTRACT NUMBER FOR COMMERCIAL CONTRACTS OR JOB CODE FOR DOE PROJECTS (Prime contract number must be shown for all subcontracts.)

NRC-33-07-360

B. PROJECTED START DATE	C. PROJECTED COMPLETION DATE
09/01/2007	08/31/2011

2. TYPE OF SUBMISSION

- [x] A. ORIGINAL
- [ ] B. REVISED (Supersedes all previous submissions)
- [ ] C. OTHER (Specify)

3. FOR FOLLOW-ON CONTRACT, ENTER PRECEDING CONTRACT NUMBER AND PROJECTED COMPLETION DATE

A. DOES NOT APPLY	B. CONTRACT NUMBER	DATE
[ ]	NRC-33-06-371	08/31/2007

4. PROJECT TITLE AND OTHER IDENTIFYING INFORMATION

TELECOMMUNICATIONS OPERATIONS SUPPORT SERVICES

This contract provides for comprehensive day-to-day operational support of data, voice and video communications services and operations.

5. PERFORMANCE WILL REQUIRE

A. ACCESS TO CLASSIFIED MATTER OR CLASSIFIED INFORMATION

- [ ] YES (If "YES," answer 1-7 below)
- [x] NO (If "NO," proceed to 5.C.)

	NOT APPLICABLE	NATIONAL SECURITY		RESTRICTED DATA	
		SECRET	CONFIDENTIAL	SECRET	CONFIDENTIAL
1. ACCESS TO FOREIGN INTELLIGENCE INFORMATION	[ ]	[ ]	[ ]	[ ]	[ ]
2. RECEIPT, STORAGE, OR OTHER SAFEGUARDING OF CLASSIFIED MATTER. (See 5.B.)	[ ]	[ ]	[ ]	[ ]	[ ]
3. GENERATION OF CLASSIFIED MATTER.	[ ]	[ ]	[ ]	[ ]	[ ]
4. ACCESS TO CRYPTOGRAPHIC MATERIAL OR OTHER CLASSIFIED COMSEC INFORMATION.	[ ]	[ ]	[ ]	[ ]	[ ]
5. ACCESS TO CLASSIFIED MATTER OR CLASSIFIED INFORMATION PROCESSED BY ANOTHER AGENCY.	[ ]	[ ]	[ ]	[ ]	[ ]
6. CLASSIFIED USE OF AN INFORMATION TECHNOLOGY PROCESSING SYSTEM.	[ ]	[ ]	[ ]	[ ]	[ ]
7. OTHER (Specify)	[ ]	[ ]	[ ]	[ ]	[ ]

B. IS FACILITY CLEARANCE REQUIRED? [ ] YES [ ] NO

C. [ ] UNESCORTED ACCESS IS REQUIRED TO PROTECTED AND VITAL AREAS OF NUCLEAR POWER PLANTS.

D. [ ] ACCESS IS REQUIRED TO UNCLASSIFIED SAFEGUARDS INFORMATION.

E. [x] ACCESS IS REQUIRED TO SENSITIVE IT SYSTEMS AND DATA.

F. [x] UNESCORTED ACCESS TO NRC HEADQUARTERS BUILDING.

FOR PROCEDURES AND REQUIREMENTS ON PROVIDING TEMPORARY AND FINAL APPROVAL FOR UNESCORTED ACCESS, REFER TO NRCMD 12.

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	SIGNATURE	DATE
Thomas W. Rich, Director Infrastructure and Computer Operations Division Office of Information Services	Thomas W. Rich	4/27/07

7. CLASSIFICATION GUIDANCE

NATURE OF CLASSIFIED GUIDANCE IDENTIFICATION OF CLASSIFICATION GUIDES

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)*

- [x] SPONSORING NRC OFFICE OR DIVISION (Item 10A)
- [x] DIVISION OF CONTRACTS AND PROPERTY MANAGEMENT
- [x] 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 Thomas W. Rich, Director ICOD	SIGNATURE Thomas W. Rich	DATE 4/27/07
B. DIRECTOR, DIVISION OF FACILITIES AND SECURITY Sharon D. Stewart	SIGNATURE Sharon D. Stewart	DATE 5/12/07
C. DIRECTOR, DIVISION OF CONTRACTS AND PROPERTY MANAGEMENT (Not applicable to DOE agreements) ~~Mary Lynn Scott~~ Valerie Whipple	SIGNATURE Valerie Whipple	DATE 5/14/07

REMARKS

BILLING INSTRUCTIONS FOR
LABOR HOUR/TIME AND MATERIALS TYPE CONTRACTS

General: The contractor shall prepare vouchers/invoices for reimbursement of costs in the manner and format described herein or a similar format. **FAILURE TO SUBMIT VOUCHERS/INVOICES IN ACCORDANCE WITH THESE INSTRUCTIONS WILL RESULT IN REJECTION OF THE VOUCHER/INVOICE AS IMPROPER.**

Number of Copies: An original and three copies, including supporting documentation shall be submitted. A copy of all supporting documents must be attached to each copy of your voucher/invoice. 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
Mail Stop T-7-I-2
Washington, D.C. 20555

HAND DELIVERY OF VOUCHERS/INVOICES IS DISCOURAGED AND WILL NOT EXPEDITE PROCESSING BY NRC. However, should you choose to deliver vouchers/invoices by hand, including delivery by any express mail services or special delivery services which use a courier or other person to deliver the voucher/invoice 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
11555 Rockville Pike - Mail Room
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 and Property Management.

Agency Payment Office: Payment will be made by the following office:

U.S. Nuclear Regulatory Commission
Division of Financial Services - GOV/COMM
Mail Stop T-9-H4
Washington, DC 20555

Frequency: The contractor shall submit claims for reimbursement once each month, unless otherwise authorized by the Contracting Officer.

Format: Claims should be submitted in the format depicted on the attached sample form entitled "Voucher/Invoice for Purchases and Services Other Than Personal" (see Attachment) or a similar format. **THE SAMPLE FORMAT IS PROVIDED FOR GUIDANCE ONLY AND IS NOT REQUIRED FOR SUBMISSION OF A VOUCHER/INVOICE. ALTERNATE FORMATS ARE PERMISSIBLE PROVIDED ALL REQUIREMENTS OF THE BILLING INSTRUCTIONS ARE ADDRESSED.**

Billing of Costs After Expiration of Contract/Purchase Order: If the costs are incurred during the purchase order period and claimed after the purchase order has expired, the period during which these costs were incurred must be cited. To be considered a proper voucher/invoice, the contractor shall clearly mark it 'EXPIRATION VOUCHER" OR "EXPIRATION INVOICE".

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

ATTACHMENT

INVOICE/VOUCHER FOR PURCHASES
AND
SERVICES OTHER THAN PERSONAL

(SAMPLE FORMAT - COVER SHEET)

Official Agency Billing Office
U.S. Nuclear Regulatory Commission
Division of Contracts and Property
Management MS: T-7-I2
Washington, DC 20555-0001

(a) Purchase Order No:

(b) Voucher/Invoice No:

(c) Date of Voucher/Invoice:

Payee's Name and Address

(d) Individual to Contact Regarding Voucher/Invoice
Name:
Telephone No:

(e) This voucher/invoice represents reimbursable costs for the billing period
_____ to _____.

	Amount Billed	
	Current Period	Cumulative
(f) Direct Costs:		
(1) Direct Labor*	$_____	$_____
(2) Travel*	$_____	$_____
(3) Materials*	$_____	$_____
(4) Materials Handling*	$_____	$_____
Total Direct Costs:	$_____	$_____

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* The contractor shall submit as an attachment to its invoice/voucher cover sheet a listing of labor categories, hours billed, fixed hourly rates, total dollars, and cumulative hours billed to date under each labor category, authorized under the purchase order for

each of the three activities to be performed under the purchase order. The contractor shall include incurred costs for: (1) travel, (2) materials, and (3) materials handling fee, with the required supporting documentation, as well as the cumulative total of each costs, billed to date by activity.