

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

32a. QUANTITY IN COLUMN 21 HAS BEEN
 RECEIVED INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

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

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

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SECTION B - CONTINUATION BLOCK

B.1 PROJECT TITLE

The title of this project is as follows:

"U.S. Nuclear Regulatory Commission (NRC) Region III Private Branch Exchange (PBX) Upgrade."

B.2 PRICE/COST SCHEDULE

PBX REPLACEMENT

CLIN	SOW NO.	TASK DESCRIPTION	UNIT PRICE	QTY	UNIT	PRICE (FIXED)
001	5.3	Implementation Plan	Included in Purchase of PBX			
002	4.1 4.2	Purchase of PBX Switch Equipment with all Components for a Complete System			LOT	\$379,500
003	5.4	Installation of PBX (50% Complete)			LOT	\$24,450
004	5.4	Installation of PBX (100% Complete)			Lot	\$24,450
005	4.1 4.2	Manufacture Warranty 12 Months from date of Acceptance	Included in Purchase of PBX			
006	5.6 5.7 5.8	Warranty Coverage (Outside MFR Warranty) 12 Months from Date of Acceptance. Major Outage 2hr Response Time. Minor Issue 4hr Response Time	Included in Purchase of PBX			
007	5.5	Removal/Disposal of Existing Equipment	Included in Purchase of PBX			

PBX CERTIFICATION AND ACCREDITATION

CLIN	SOW NO.	TASK DESCRIPTION	LABOR RATE (FIXED)	QTY	UNIT	EST. Total
008	6.2	Labor Associated with Certification and Accreditation			Hours	\$8,000

TASK NO. 1

CLIN	SOW NO.	TASK DESCRIPTION	UNIT PRICE	QTY	UNIT	PRICE (FIXED)
009	7	Purchase of Equipment and Configuration			LOT	\$124,250

OPTIONAL TASK NO. 2

CLIN	SOW NO.	TASK DESCRIPTION	UNIT PRICE	QTY	UNIT	PRICE (FIXED)
010	8	Labor & Travel associated with Installation of the Equipment Purchased under Optional Task No. 1			LOT	\$40,000

Contract Total (Award)	\$560,650.00
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Optional Task #2	\$40,000.00
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Estimated Full Contract Total	\$600,500.00
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B.3 DELIVERY SCHEDULE

Task Number	Description	Delivery Date/ Time Frame
5.3	Implementation Plan	Within 15 days of Contract Award
4.1 4.2	Purchase of PBX Switch Equipment and Components	Within 15 days of approved Implementation Plan
	Installation/Replacement of PBX Switch and Warranty	As stated in approved Implementation Plan
5.6	Warranty Coverage Outside Manufactures Warranty	One Year Period of Performance from date of system acceptance.
5.7	Emergency Response	Phone follow-up response within 2 hours of major outage. If needed, on-site response within 4 hours/same day.
5.8	Non-Emergency Response	Phone follow-up response within 4 hours of minor issue. If needed, on-site response next business day.
5.5	Removal/Disposal of Existing Equipment	The contractor shall coordinate the removal/disposal of the existing equipment concurrent with the installation of the new PBX with the NRC Project Officer

B.4 CONSIDERATION AND OBLIGATION--FIRM FIXED PRICE (JUN 1988)

The firm fixed price of this contract is \$560,650.00.

B.5 DURATION OF CONTRACT PERIOD (MAR 1987)

This contract shall commence on September 29, 2008 and will expire September 30, 2010.

B.6 STATEMENT OF WORK (SOW)**1 BACKGROUND**

The U.S. Nuclear Regulatory Commission's (NRC) responsibilities during an emergency response to a nuclear accident are to monitor, assess, and if necessary, direct the nuclear power plant to take actions to protect the health and safety of the public. In order to carry out these responsibilities, the NRC Region III telecommunications system requires installation, training, maintenance and support that allows for uninterrupted operation of the telecommunications system 24 hours a day, 7 days a week to fulfill the NRC mission of ensuring that the public is adequately protected.

2 OBJECTIVE

The objective of this statement of work (SOW) is to provide a replacement NRC Region III Private Branch Exchange system that is based upon an Internet Protocol Private Branch Exchange (IPPBX) solution. The solution shall include voice mail, advanced system management capability and a blended solution of digital, analog, and voice over internet protocol (VoIP) technology for the NRC Region III Office in Lisle, IL.

3 SCOPE

The contractor shall propose a hybrid telecommunications voice system that supports VoIP, analog and traditional digital voice communications services. The proposed system shall provide for an integrated voice mail system, advanced system management capabilities as far as troubleshooting trunk/vendor failure, audio conference bridge capability (1 conference 25 ports) and all necessary switching systems, power over ethernet (POE) switches, ancillary telecommunications termination equipment not currently existing in the Region III infrastructure, fiber optic cabling and fiber optic termination equipment needed to operationally install and deploy the proposed system to meet the needs identified by this SOW. The contractor shall also use the existing spare station cabling (Category 5e) which terminates horizontally on all three floors at the NRC Region III Office. The system shall provide for call management, multiple basic rate interface (BRI) station ports, primary rate interface (PRI) circuits, and centralized system administration. The contractor shall provide for both end user and system administrator training, maintenance and associated support as required within this SOW. The vendor will provide bumper to bumper support of the IPPBX including all hardware and software components provided by vendor. This shall include remote and on site technical assistance.

The Lisle office will be the centralized host for the communications network. The Lisle office will be a blended installation of IP and digital hand sets. The scope of work will require implementation on 3 different floors through contractor provided fiber connections. The main local area network (LAN) room will be on the 3rd floor with service to the 2nd and 4th floor wiring closets. Please note that existing LAN cabling will NOT be used for this installation. Vertical connections will be accomplished using the contractor installed fiber optic cabling and horizontal runs will be using the existing spare Category 5e cabling which terminates in each work area and the associated intermediate distribution frame room for each floor.

There are two (2) optional task/services at the end of this SOW in relation to the 16 remote sites that are associated with the Lisle office. There will be separate bids on that equipment and labor.

4 IPPBX SYSTEM AND STATION EQUIPMENT REQUIREMENTS FOR THE LISLE, IL LOCATION

4.1 Minimum PBX Requirements

The proposed IPPBX systems shall support or provide the following minimum requirements:

- Hunt Group Answering
- Intercom (between managers and secretaries)
- Support for Digital, Analog, and IP Telephone Devices
- Capability for IP based Video Teleconferencing (VTC)
- Voice and call set up must be encrypted using FIPS 140-2 validated encryption
- Digital and IP Based Telephone Equipment (with a visual voice mail message indicator)
- Support for a minimum of three (3) ISDN primary rate interface (PRI) there are events when all time slots could be used and the new system will be provisioned to handle such requirements.
- Support for 290 IP Extensions
- Support for 64 Analog Extensions
- Support for 12 BRI station ports
- Provide for a fully functional PC attendant console
- Capability for automated attendant
- Ability for session initiation protocol (SIP) as a follow me function
- Capability for unified messaging integration to Exchange/Outlook for 400 Users
- Voice Messaging Services for 400 Users on 16 voicemail ports.
- Six Additional Fax Channels
- Full hardware redundancy
- Telecommunication vendor software or recommended software will provide DHCP licensing-require IP addresses since this will not mix with the data network.
- The system shall support both IPv4 and IPv6 protocol stacks or include a certificate that states the vendor will support and comply with the IPv6 protocol as soon as they are commercially able.
- Reuse existing Microcall call accounting system
- Must include fault and performance management system. This should include network level diagnostic capabilities
- Provide hardware for 3 different floor LAN closet installations (Lisle office) all floors will connect through vendor supplied fiber lines to existing connections between floors. The third floor will be the main place for the installation of the PBX servicing customers on the second and fourth floors as well. Fiber runs will be made by the vendor between floors in order for this to happen.
- Provide industry standard power over ethernet (POE) switches
- Provide uninterrupted power supplies (ups) for the associated vendor supplied POE switches and vendor supplied equipment with correct electrical loading specifications.
- Associated 4 post rack for the new equipment
- Capability in the future to fail over trunking to one of the designated regional sites
- Ability to blast/broadcast dial to a set list not to exceed 240 recipients.
- The contractor shall comply with all applicable local and FCC regulatory requirements including Local Number Portability (LNP), directory assistance, and emergency services (911 or E911) requirements to identify the location of an originating station and route them to the appropriate Public Safety Answering Point (PSAP).

4.2 Telephone Equipment and Features

- 200 Standard type IP sets with display, 12 programmable feature keys, paperless button labels, 10 fixed feature keys, 4 softkeys, mid size graphical display & full duplex speakerphone.
- 40 Executive type IP sets with 24 programmable feature keys, paperless button labels, 10 fixed feature keys, 4 softkeys, large size graphical display & full duplex speakerphone.

- 20 Standard digital sets with display, 12 programmable feature keys, paperless button labels, 10 fixed feature keys, 4 softkeys, mid size graphical display & full duplex speakerphone.
- Telephone features must include but not limited to the following: caller ID, call transfer, visual message waiting indicator light, forwarding, waiting (park/hold), multiple call appearances, redial, speed dial, wireless headset technology, speaker phone hands free capability and local audio conferencing integrated in the phone set up to 6 lines.

5 CONTRACTOR TASKS AND PERFORMANCE REQUIREMENTS

5.1 Contractor Responsibilities

The IPPBX must interface with the local exchange carrier (LEC) currently Broadwing (Level 3) for local dial tone services and the General Services Administration's Federal Technology Services (FTS 2001 Bridge) vendor MCI (doing business as Verizon Business Services) for long distance services. The Contractor shall perform testing and coordinate cutover activities with both the LEC and the long distance providers to ensure uninterrupted operations of regional voice communications and associated services.

5.2 Installation

The contractor will perform the installation of the IPPBX in two phases. Phase I will be the installation of the PBX and an associated test area located in the same or nearby offices for a sampling of each handset to be deployed during Phase II. Phase I will provide for system engineering, configuration, deployment of the new instruments with the number plan to each office, testing for internal system configurations, telephone set templates and system routines - such as backups and provide an opportunity for the NRC Regional system administration personnel to be trained on the operation of the switch without jeopardizing the normal day-to-day operations of the Regional Office.

Phase II will provide the final steps toward operational use by including the deployment, migration, and testing of the long distance trunks and the porting of the local DID and local number/trunks from the old system to the new system.

5.3 Implementation Plan

The contractor shall provide the Government with an overall implementation plan that will include the procurement, acceptance and delivery of the system equipment at the NRC Region III Office in Lisle, IL. The Implementation plan shall also address the installation of the IPPBX and associated hardware in the Region III Main LAN room on the third floor, the two phase implementation, and the cutover strategy with a contingency plan should the final transition not proceed as planned. The contractor shall provide the Government with a project plan identifying all critical milestones inclusive of user and system administration training, telecommunications services testing, system configuration testing, and the final migration from the old PBX system to the new IPPBX over a single weekend. Upon acceptance of the implementation and contingency plans by the Government, the contractor may proceed with the installation phases of the contract.

5.4 Installation - Phase I

The contractor will install the new system in the third floor LAN room. The contractor will be responsible for the installation of all equipment, ancillary devices, communications racks, switches, termination equipment, and system peripheral equipment needed to deploy a fully functional system. The new system will be run in test mode concurrent with the functioning existing Fujitsu PBX.

The vendor shall test the new system configuration with both local and long distance providers using test numbers to ensure that the system is capable of processing calls as designed and planned.

The vendor will also inventory all system parts for the Region III Property Custodian and provide the custodian with a sheet detailing all equipment parts that have serial numbers, inclusive of any system software.

The contractor will also inventory all telephone handsets and provide template services based upon the NRC Project Officer direction. Each handset configuration will be tested with the system to ensure operability for all handset functions and system features including voice mail and audio conferencing capabilities.

There will also be an inspection test of dial tone, features, and functions during an acceptance period of 8 hours prior to the implementation weekend. Once testing is demonstrated successfully and accepted by the NRC Project Manager the vendor will then be able to proceed with the cutover to the new system and the Fujitsu removal process. This will take coordination with the NRC Project Officer for local telecommunications as well as the NRC FTS DAR to ensure that the Region III services are not interrupted or that unanticipated local commercial telephone billing results.

5.5 Removal/Disposal/Credit of Existing Equipment

After extensive internal inventory, the successful vendor is responsible for removal and disposal of the existing Fujitsu PBX F9600-BASFA part #E00B-0307-B001, RatelCo Rectifier type FC4850 Model 102B-3606-04 and 250 associated desk and wall handsets. Any credit applicable should be listed separately but applied to contract bid. This effort of removal by the vendor will be coordinated with the regional property custodian in regards to the asset tag numbers as well as serial numbers. We will also require coordination with our building management regarding the elevator and dock access.

5.6 Warranty Overview

The contractor shall provide warranty coverage for diagnosis, parts, and labor for 12 months or longer depending on manufacturer warranty. The warranty will start from the day the new phone system is accepted by the NRC Project Manager. The contractor will be able to troubleshoot remotely working in concert with the NRC IT staff. The contractor shall repair/replace all inoperable equipment on site. The contractor shall not remove any equipment from the NRC facility without prior approval from an authorized NRC telecommunications representative. If equipment is removed it is necessary to leave like equipment functioning in its place. Please provide a plan detailing how you will accomplish this. The contractor shall provide the Government with a Point of Contact for the purposes of maintenance calls, both during and after hours, weekends and holidays. If you are unable to provide coverage for all areas, then you must provide sub contractor information.

5.7 Warranty - Emergency Response Time (Major Outage)

The contractor shall respond by phone follow up within 2 hours and, if needed, on-site within 4 hours same day for a major outage. Major outage is serious loss of function such as loss of 1 core system, loss of more than 1 PRI/T1 connection due to hardware failure, UPS failure, loss of Call Management System, loss of maintenance capability or loss of external incoming or outgoing call routing.

5.8 Warranty - Non-Emergency Response Time (Minor Issue)

Non-emergency response by phone follow up within 4 hours and, if needed, on-site the start of the next business day.

6 ADMINISTRATIVE CONSIDERATIONS

6.1 Badging

Contractor staff visiting NRC's facility do not require security screening. Contractor personnel shall be escorted at all times while on Government property. Technicians will be required to wear a Visitor Badge at all times while on Government property. The Visitor badge shall be returned at end of each day. If the Contractor desires, it can submit name(s) of technicians who would normally respond on-site for maintenance issues for an IT Level II clearance. These individuals are required to successfully complete NRC procedures before receiving an NRC Security I.D. badge. Contractor staff are required to wear the NRC Security I.D while on Government property and shall comply with NRC administrative, physical and technical security controls. Initial completion of this access screening should be expected to require up to 4 hours of technician time. This may include responding to security questions or providing additional information within one business day.

6.2 Security

- Vendor shall support the development of all requisite systems C&A in order to obtain an Authority to Operate (ATO) consistent with the NRC Information Systems Security Program C&A, National Institute of Standards and Technology (NIST) and Federal Information Security Management Act (FISMA) guidance, and NRC Management Directive (MD) 12.5.
- The vendor shall support the efforts to certify and accredit the PBX systems, which are under FISMA, by assisting with the completion of required security deliverables that may include but is not limited to the following: Memorandum of Understanding, Interconnection Security Agreements, Security Categorization, Privacy Impact Assessment, E-Authentication Risk Assessment, Security Risk Assessment, System Security Plan, Contingency Plan, Security Test and Evaluation Plan, Security Test and Evaluation Execution Report, Contingency Plan Test Execution Report, Plan of Actions and Milestone, and Certification Letter. In addition, the contractor shall support the effort to develop and conduct security tests and evaluations, and contingency plan tests as needed, to ensure or demonstrate system certification. The due dates and deliverables shall be coordinated with the NRC.
- The vendor shall ensure system is implemented with a security baseline configuration that meets NIST, NRC and vendor specification.
- The vendor shall identify a primary and secondary point of contact for addressing and resolving issues related to the security of the PBX.
- The vendor shall have a documented method for notifying users of new or recurring security problems.
- All problems that pose a security threat to the PBX shall be prioritized and addressed in the order of highest threat to the PBX.
- If security problems are identified by the vendor in a supported release, the vendor shall make that information available to authorized user representatives in a protected fashion.
- If possible, security fixes to identified security problems shall not require the installation of the next release of the PBX software.
- All user login information and access configurations shall be protected by the vendor and treated in a restricted manner.
- Vendor personnel shall not access the PBX, either remotely or on the user's site, without prior authorization from the user.
- Vendor personnel accessing the PBX shall not bypass user security procedures.
- All new software features and patches shall be tested first on a development system and approved by an appropriate testing organization, prior to installation on an operational system.
- Tests that modify live data shall not be performed.
- A risk analysis shall be conducted of proposed software changes to determine their impact on PBX security.
- Any changes to security features or security defaults shall be documented and made available to the user before the software is distributed.
- All maintenance and feature releases shall be subject to the entire set of development life cycle requirements.
- Documentation shall be provided that describes the secure administration, operation and use of new software features and fixes.
- Instructions for and descriptions of security features and items for consideration shall be provided for all of the PBX users, including administrators and operators.
- The documentation shall have the appropriate proprietary markings.
- General user documentation shall not contain any information that could compromise PBX security if publicly disclosed. Actual passwords shall not be listed in the documents.
- A User Guide that describes all security features, and provides guidelines on their use, shall be provided.
- There shall be a System Administration Guide that contains:
 - Description of security features and protection considerations for securing the PBX;
 - Description of security tools used to examine the security of the PBX and guidelines on the use of these tools;

- Recommendations for configuring the security related parameters of the PBX software;
 - Guidelines on the administrator functions and activities needed to secure the PBX;
 - Guidelines on security self-assessment techniques to assess and maintain PBX security.
 - Guidelines on monitoring and maintaining the availability of the PBX and its resources to detect and prevent denial of service attacks and to maintain the integrity of security features (e.g., log space to record system activity).
- The System Operations Guide shall describe procedures to initially start the PBX in a secure manner and to restart and recover the NE after various system events.
 - Documentation shall be distributed through authorized channels.

6.3 Delivery Dates

The installation will begin no later than December 2008. The vendor will install all user equipment on a mutually (NRC/Vendor) agreed upon Friday close of business and will complete the installation and station testing by opening of business that following Monday. As previously stated, the vendor will have a technician on site Monday (after the cutover) 6:30am – 11:30am to help out with any issues that may come up.

Once accepted, the contractor will then pickup and dispose of the old handsets after the close of business.

The vendor will be able to prepare and/or stage equipment the Monday through Friday during the week of the installation. The vendor will have a space within the LAN room to work no bigger than 10 feet by 10 feet.

6.4 NRC Furnished Material and Equipment/Property

The NRC will not supply any equipment, tools or manpower to remove existing equipment or install new vendor supplied equipment. Vendor shall have the necessary human resources and tools to install, move and test functionality. The vendor will leave the work area broom clean at the end of each work day.

6.5 Meetings and Travel

The NRC staff will make themselves available for phone or onsite (Lisle, IL) meetings with the vendor to clarify any issues or concerns there maybe with the implemmentation before during or after the award process. The NRC will under no circumstances pay for travel to the vendor during any part of the installation/implementation/bidding process.

6.6 System Performance Requirements

The requirements for the new IPPBX shall be 99.9% continuous up time 24 hours a day 7 days a week and will be performed from the date of acceptance for a period of one year. Failure to meet the performance standards will result in applicable invoice deduction in the amount of \$100/per hour and may have a negative impact on the Government's decision to exercise options for future periods of performance if applicable.

Contractor performance is considered acceptable according to the criteria delineated in the table below. Faliure to meet the performance standards will result in applicable invoice deduction amount.

PERFORMANCE REQUIREMENTS SUMMARY				
Required Service	Performance Standard	Method of Surveillance	Performance Requirement	Invoice Deduction
6.6 System Performance Requirements	IPPBX shall be 99.9% continuous up time 24/7	NRC Documentation	IPPBX shall be 99.9% continuous up time 24/7	\$100 Per Hour
5.7 Emergency Response Time (Major Outage)	Phone follow-up response within 2 hours of major outage. If needed, on-site	NRC Documentation	On Time Response	2.5% Penalty

	response within 4 hours/same day.			
5.8 Non-Emergency Response Time (Minor Issue)	Phone follow-up response within 4 hours of minor issue. If needed, on-site response next business day.	NRC Documentation	On Time Response	1% Penalty

6.7 Training

The vendor will provide system administrator training to three (3) system administrators to properly maintain the system and complete routine activities like move/add/changes. User training will be provided to the regional switchboard operator as well. This training will be included in the total purchase price of the new PBX discussed in this SOW. Telephone set user guides will be left with each new handset deployed appropriate for the handset being deployed.

6.8 Place of Performance

2443 Warrenville RD. Suite 210
 Lisle, IL. 60532
 Hours of operation M-F 7:30am – 4:30pm

7 TASK/SERVICE #1: (EQUIPMENT)

The sixteen (16) regional facilities (see below) will be implemented with digital handsets attached to the new vendor provided gateway to the existing telephone lines to support CO trunk survivability/911 for each switch, support 5 DIGITAL stations, support 2 local CO analog lines and have the same feature set as the Lisle Regional office. Fifteen (15) of the sites will be identical. The one (1) remaining site will have the requirement of PRI as fail over site in the event Lisle Regional office loses communication. Each of these sites MUST have local trunking and be survivable in the event of lost connection to host system.

The vendor will supply five (5) standard digital sets with display, 12 programmable feature keys, paperless button labels, 10 fixed feature keys, 4 softkeys, mid size graphical display units and message waiting indicator lights & full duplex speakerphone at all sixteen (16) sites.

This cost will be separate from the SOW and is just to purchase the equipment and configuration of the equipment mentioned as well as being shipped to all 16 sites. If this task is accepted it will be installed by NRC personnel.

8 OPTIONAL TASK/SERVICE #2: (LABOR)

The contractor shall provide all labor and travel associated with traveling to the 16 sites and implement/install the system provided by the vendor as described in task 1 above.

8.1 Resident Site Locations

Braidwood 35100 S. Route 53 Braceville, IL 60407-9617	Byron 4448 N. German Church Byron, IL 61010-9750	Clinton RR #3, Box 229A Clinton, IL 61727-9313	Davis-Besse 5503 N. State Rt. 2 Oak Harbor, OH 43449-9752
D. C. Cook 7700 Red Arrow Hwy Stevensville, MI 49127-9726	Dresden 6500 N. Dresden Rd. Morris, IL 60450-9766	Duane Arnold 3299 DAEC Road Palo, IA 52324-9783	Fermi 2 6450 N. Dixie Hwy. Newport, MI 48166-9726

Kewaunee N 490 Highway 42 Kewaunee, WI 54216-9511	LaSalle 2605 N. 21st Road Marseilles, IL 61341-9756	Monticello 2807 W. County Rd. 75 Monticello, MN 55362-0600	Palisades 27780 BlueStar Mem Hwy Covert, MI 49043-9530
Perry 10 Center Road Perry, OH 44081-0331	Point Beach 6612 Nuclear Road Two Rivers, WI 54241-	Prairie Island 1719 Wakonade Dr. E. Welch, MN 55089-9642	Quad Cities 22712 206th Ave. N Cordova, IL 61242-9778

SECTION C - CONTRACT CLAUSES**C.1 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: Michael King

Address: U.S. NRC Region III
2443 Warrenville Rd.
Lisle, IL 60532

Telephone Number: 630-829-9612

(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.2 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.3 SECURITY REQUIREMENTS FOR INFORMATION TECHNOLOGY LEVEL I OR LEVEL II ACCESS APPROVAL (JUL 2007)

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 and discretion over granting, denying, withholding, or terminating IT access approvals for individuals performing work under this contract.

The Contractor shall conduct a preliminary security interview or review for each IT level I or II access approval Contractor applicant and submit to the Government only the names of candidates that have a reasonable probability of obtaining the level of IT security access for which the candidate has been proposed. The Contractor will pre-screen its applicants for the following:

(a) felony arrest in the last seven years; (b) alcohol related arrest within the last five years; (c) record of any military courts-martial convictions in the past ten years; (d) illegal use of narcotics or other controlled substances possession in the past year, or illegal purchase, production, transfer, or distribution of narcotics or other controlled substances in the last seven years; (e) delinquency on any federal debts or bankruptcy in the last seven years.

The Contractor shall make a written record of its pre-screening interview or review (including any information to mitigate the responses to items listed in (a) - (e)), and have the applicant verify the pre-screening record or review, sign and date it. Two copies of the signed Contractor's pre-screening record or review will be supplied to FSB/DFS with the Contractor employee's completed building access application package.

The Contractor shall further ensure that its employees, any subcontractor employees and consultants complete all IT access security applications required by this clause within ten business days of notification by FSB/DFS of initiation of the application process. Timely receipt of properly completed records of the pre-screening record and IT access security applications (submitted for candidates that have a reasonable probability of obtaining the level of security assurance necessary for access to NRC's facilities) is a contract requirement. Failure of the Contractor to comply with this contract administration requirement may be a basis to cancel the award, or terminate the contract for default, or offset from the contract's invoiced cost or price the NRC's incurred costs or delays as a result of inadequate pre-screening by the Contractor. In the event of cancellation or termination, the NRC may select another firm for contract award.

SECURITY REQUIREMENTS FOR IT 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.

A Contractor employee shall not have access to sensitive information technology systems or data until he/she is approved by FSB/DFS. Temporary IT access may be approved based on a favorable review or adjudication of their security forms and checks. Final IT access may be approved based on a favorable review or adjudication. However, temporary access authorization approval will be revoked and the employee may subsequently be denied IT access in the event the employee's investigation cannot be favorably adjudicated. Such an employee will not be authorized to work under any NRC contract requiring IT access without the approval of FSB/DFS. Where temporary access authorization has been revoked or denied, the Contractor is responsible for assigning another individual to perform the necessary work under this contract without delay to the contract's performance schedule, or without adverse impact to any other terms or conditions of the contract. When an individual receives final IT access, the individual will be subject to a reinvestigation every ten years.

The Contractor shall submit a completed security forms packet, including the OPM Standard Form (SF) 85P (Questionnaire for Public Trust Positions), two copies of the Contractor's signed pre-screening record and two FD 258 fingerprint charts, through the PO to FSB/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. Based on FSB/DFS review of the Contractor 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.

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) and SF- 85P 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 more than 30 calendar days) to NRC buildings; or otherwise requires issuance of an unescorted NRC badge.

SECURITY REQUIREMENTS FOR IT 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.

A Contractor employee shall not have access to sensitive information technology systems or data until he/she is approved by FSB/DFS. Temporary access may be approved based on a favorable review of their security forms and checks. Final IT access may be approved based on a favorable adjudication. However, temporary access authorization approval will be revoked and the employee may subsequently be denied IT access in the event the employee's investigation cannot be favorably adjudicated. Such an employee will not be authorized to work under any NRC contract requiring IT access without the approval of FSB/DFS. Where temporary access authorization has been revoked or denied, the Contractor is responsible for assigning another individual to perform the necessary work under this contract without delay to the contract's performance schedule, or without adverse impact to any other terms or conditions of the contract. When an individual receives final IT access, the individual will be subject to a review or reinvestigation every ten years.

The Contractor shall submit a completed security forms packet, including the OPM Standard Form (SF) 85P (Questionnaire for Public Trust Positions), two copies of the Contractor's signed pre-screening record and two FD 258 fingerprint charts, through the PO to FSB/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. Based on FSB/DFS review of the Contractor 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.

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), SF- 85P, and Contractor's record of the pre-screening 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 more than 30 calendar days) to NRC buildings; or otherwise requires issuance of an unescorted NRC badge.

CANCELLATION OR TERMINATION OF IT ACCESS/REQUEST

When a request for IT access is to be withdrawn or canceled, the Contractor shall immediately notify the PO by telephone in order that he/she will immediately contact FSB/DFS so that the access review 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 by the Contractor in writing to the PO who will forward the confirmation via email to FSB/DFS. Additionally, FSB/DFS must be immediately notified in writing 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 IT access.

(End of Clause)

C.4 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JUN 2008)

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

- (1) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).
- (2) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78)

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

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

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

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

(4) [Reserved]

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

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

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

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

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

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

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

(8)(i) 52.219-9, Small Business Subcontracting Plan (APR 2008) (15 U.S.C. 637(d)(4).)

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

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

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

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

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

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

(12) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (APR 2008) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

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

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

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

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

(17) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (FEB 2008) (E.O. 13126).

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

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

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

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

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

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

(24)(i) 52.222-50, Combating Trafficking in Persons (Aug 2007) (Applies to all contracts).

(ii) Alternate I (Aug 2007) of 52.222-50.

(25)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)).

(ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

(26) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b)

(27)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).

(ii) Alternate I (DEC 2007) of 52.223-16.

(28) 52.225-1, Buy American Act--Supplies (June 2003) (41 U.S.C. 10a-10d).

(29)(i) 52.225-3, Buy American Act--Free Trade Agreements-- Israeli Trade Act (Aug 2007) (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.
 - (30) 52.225-5, Trade Agreements (Nov 2007) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
 - (31) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
 - (32) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
 - (33) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
 - (34) 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)).
 - (35) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
 - (36) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).
 - (37) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).
 - (38) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).
 - (39) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
 - (40)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).
 - (ii) Alternate I (Apr 2003) of 52.247-64.
- (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
- (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).
 - (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
 - (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.).
 - (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).
 - (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements "(Nov 2007)" (41 U.S.C. 351, et seq.).

□ (7) 52.237-11, Accepting and Dispensing of \$1 Coin (Aug 2007) (31 U.S.C. 5112(p)(1)).

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

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

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

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

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in 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 (Nov 2007) (41 U.S.C. 351, et seq.).

(vii) 52.222-50, Combating Trafficking in Persons (Aug 2007) (22 U.S.C. 7104(g)). Flow down required in accordance with paragraph (f) of FAR clause 52.222-50.

(viii) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements "(Nov 2007)" (41 U.S.C. 351, et seq.).

(ix) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements "(Nov 2007)" (41 U.S.C. 351, et seq.).

(x) 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.5 WHISTLEBLOWER PROTECTION FOR NRC CONTRACTOR AND SUBCONTRACTOR EMPLOYEES (JULY 2006)

(a) The U.S. Nuclear Regulatory Commission (NRC) contractor and its subcontractor are subject to the Whistleblower Employee Protection public law provisions as codified at 42 U.S.C. 5851. NRC contractor(s) and subcontractor(s) shall comply with the requirements of this Whistleblower Employee Protection law, and the implementing regulations of the NRC and the Department of Labor (DOL). See, for example, DOL Procedures on Handling Complaints at 29 C.F.R. Part 24 concerning the employer obligations, prohibited acts, DOL procedures and the requirement for prominent posting of notice of Employee Rights at Appendix A to Part 24.

(b) Under this Whistleblower Employee Protection law, as implemented by regulations, NRC contractor and subcontractor employees are protected from discharge, reprisal, threats, intimidation, coercion, blacklisting or other employment discrimination practices with respect to compensation, terms, conditions or privileges of their employment because the contractor or subcontractor employee(s) has provided notice to the employer, refused to engage in unlawful practices, assisted in proceedings or testified on activities concerning alleged violations of the Atomic Energy Act of 1954 (as amended) and the Energy Reorganization Act of 1974 (as amended).

(c) The contractor shall insert this or the substance of this clause in any subcontracts involving work performed under this contract.

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

Attachment No. 1 Firm Fixed Price Billing Instructions

Attachment No. 2 NRC Form 187

**BILLING INSTRUCTIONS FOR
FIXED PRICE CONTRACTS (JUNE 2008)**

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

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

Form: Claims shall be submitted on the payee's letterhead, voucher/invoice, or on the Government's Standard Form 1034, "Public Voucher for Purchases and Services Other than Personal," and Standard Form 1035, "Public Voucher for Purchases Other than Personal-- Continuation Sheet."

Number of Copies: A signed original shall be submitted. If the voucher/invoice includes the purchase of any property with an initial acquisition cost of \$50,000 or more, a copy of the signed original is also required.

Designated Agency Billing Office: The preferred method of submitting vouchers/invoices is electronically to the Department of the Interior at NRCPayments@nbc.gov

If the voucher/invoice includes the purchase of any property with an initial acquisition cost of \$50,000 or more, a copy of the signed original shall be electronically sent to: Property@nrc.gov

However, if you submit a hard-copy of the voucher/invoice, it shall be submitted to the following address:

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

If you submit a hard-copy of the voucher/invoice and it includes the purchase of any property with an initial acquisition cost of \$50,000 or more, a copy of the signed original shall be mailed to the following address:

U.S. Nuclear Regulatory Commission
NRC Property Management Officer
Mail Stop: O-4D15
Washington, DC 20555-0001

HAND-CARRIED SUBMISSIONS WILL NOT BE ACCEPTED

**BILLING INSTRUCTIONS FOR
FIXED PRICE CONTRACTS (JUNE 2008)**

Agency Payment Office: Payment will continue to be made by the office designated in the contract in Block 12 of the Standard Form 26, Block 25 of the Standard Form 33, or Block 18a. of the Standard Form 1449, whichever is applicable.

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

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

1. Contractor's Data Universal Number (DUNS) or DUNS+4 number that identifies the contractor's name and address. The DUNS+4 number is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the contractor to identify alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.
2. Contract number.
3. Sequential voucher/invoice number.
4. Date of voucher/invoice.
5. Payee's name and address. Show the name of the Payee as it appears in the contract and its correct address. If the Payee assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Payee shall require as a condition of any such assignment, that the assignee shall register separately in the Central Contractor Registration (CCR) database at <http://www.ccr.gov> and shall be paid by EFT in accordance with the terms of this contract. See Federal Acquisition Regulation 52.232-33(g) Payment by Electronic Funds Transfer - Central Contractor Registration (October 2003).
6. A description of articles or services, quantity, unit price, and total amount.
7. For contractor acquired property, list each item with an initial acquisition cost of \$50,000 or more and provide: (1) an item description, (2) manufacturer, (3) model number, (4) serial number, (5) acquisition cost, (6) date of purchase, and (7) a copy of the purchasing document.
8. Weight and zone of shipment, if shipped by parcel post.
9. Charges for freight or express shipments. Attach prepaid bill if shipped by freight or express.
10. Instructions to consignee to notify the Contracting Officer of receipt of shipment.

**BILLING INSTRUCTIONS FOR
FIXED PRICE CONTRACTS (JUNE 2008)**

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

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

Supersession: These instructions supersede any previous billing instructions.

R:\txtselden\billing instructions FP revised 2008

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

CONTRACT SECURITY AND/OR CLASSIFICATION REQUIREMENTS

**COMPLETE CLASSIFIED ITEMS BY
SEPARATE CORRESPONDENCE**

1. CONTRACTOR NAME AND ADDRESS

TBD

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

RG3-08-539

B. PROJECTED START DATE

07/21/2008

C. PROJECTED COMPLETION DATE

07/28/2008

2. TYPE OF SUBMISSION

- 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

4. PROJECT TITLE AND OTHER IDENTIFYING INFORMATION

Region III Private Branch Exchange (PBX) upgrade of existing equipment and handsets.

5. PERFORMANCE WILL REQUIRE

A. ACCESS TO CLASSIFIED MATTER OR CLASSIFIED INFORMATION

- YES (If "YES," answer 1-7 below)
 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. ACCESS IS REQUIRED TO SENSITIVE IT SYSTEMS AND DATA.

F. 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 Not applicable	SIGNATURE	DATE 04/28/2008
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7. CLASSIFICATION GUIDANCE

NATURE OF CLASSIFIED GUIDANCE IDENTIFICATION OF CLASSIFICATION GUIDES
Not applicable to the PBX installation.

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

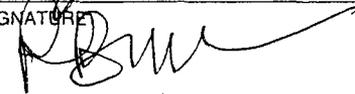
- AUTHORIZED CLASSIFIER (Name and Title) DIVISION OF FACILITIES AND SECURITY

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

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

10. APPROVALS

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

NAME (Print or type)	SIGNATURE	DATE
A. DIRECTOR, OFFICE OR DIVISION B.J. Holt, Director Division or Resource Management	SIGNATURE 	DATE 04/28/2008
B. DIRECTOR, DIVISION OF FACILITIES AND SECURITY MARK Lombard, Director	SIGNATURE 	DATE 5/2/08
C. DIRECTOR, DIVISION OF CONTRACTS AND PROPERTY MANAGEMENT (Not applicable to DOE agreements) Jeffrey B. Mitchell, Contracting Officer	SIGNATURE 	DATE 6/24/2008

REMARKS
The contractors completing the work in Region III will be escorted by NRC staff at all times.