

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

1. REQUISITION NO.
03-09-072

PAGE 1 OF

2. CONTRACT NO. NRC-03-09-072

3. AWARD/EFFECTIVE DATE 7/31/09

4. ORDER NO.

5. SOLICITATION NUMBER 03-09-072

6. SOLICITATION ISSUE DATE

7. FOR SOLICITATION INFORMATION CALL:

a. NAME

b. TELEPHONE NO. (No Collect Calls)

8. OFFER DUE DATE/LOCAL TIME

9. ISSUED BY
U.S. Nuclear Regulatory Commission
Div. of Contracts
Attn:
Mail Stop: TWB-01-B10M
Washington, DC 20555

CODE 3100

10. THIS ACQUISITION IS
 UNRESTRICTED OR SET ASIDE: 100 % FOR:
 SMALL BUSINESS EMERGING SMALL BUSINESS
 HUBZONE SMALL BUSINESS
NAICS: 561210
SIZE STANDARD: SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS 8(A)

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

12. DISCOUNT TERMS

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

13b. RATING N/A

14. METHOD OF SOLICITATION
 RFQ IFB RFP

15. DELIVER TO
U.S. Nuclear Regulatory Commission
Washington DC 20555

CODE

16. ADMINISTERED BY
U.S. Nuclear Regulatory Commission
Div. of Contracts
Mail Stop: TWB-01-B10M
Washington, DC 20555

CODE 3100

17a. CONTRACTOR/OFFEROR CODE 015229300 FACILITY CODE

3LINKS TECHNOLOGIES, INC
8701 GEORGIA AVE STE 705
SILVER SPRING MD 209103713
TELEPHONE NO.

18a. PAYMENT WILL BE MADE BY
Department of Interior / NBC
NRCPayments@nbc.gov
Attn: Fiscal Services Branch - D2770
7301 W. Mansfield Avenue
Denver CO 80235-2230

CODE 3100

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

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

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<p>The purpose of this contract is to procure the equipment and services required to install a "turn-key" integrated audio/visual (AV) and videoconferencing (VTC) systems for NRR offices located at 11555 Rockville Pike, Rockville, MD. 20852. This contract will be issued on a Firm-Fixed Price (FFP) basis and will include one option CLIN. The base period of performance must be completed by 30 September 2009. The base period of performance will cover the installation and set-up of the equipment.</p> <p>The option CLIN (CLIN 003) will be for a system analyst to support the VTC for one (1) year (10/1/2009-9/30/2010).</p> <p>A complete price structure is located on page 2. The project officer for this effort is Dorothea Washington. She can be reached at 301-415-8409 or dorothea.washington@nrc.gov.</p> <p>(Use Reverse and/or Attach Additional Sheets as Necessary)</p>				

25. ACCOUNTING AND APPROPRIATION DATA
920-15-111-133 J4395 252A 310X200.920
Obligates Funds: \$332,956.80

26. TOTAL AWARD AMOUNT (For Govt. Use Only)
\$332,956.80

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ARE ARE NOT ATTACHED.

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

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 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)

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)
Jeffrey L. McDermott
Contracting Officer

31c. DATE SIGNED
7/31/09

SUNSI REVIEW COMPLETE

ADMOU2

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0001	Equipment	1	Lot	147,871.48	\$147,815.87
0002	Labor in support of Installation	1	Lot	185,085.32	\$185,085.32
0002aa	Project Manager	360	Hours	84.34	\$30,362.40
0002ab	Design Engineer	56	Hours	97.84	\$5,749.04
0002ac	System Programmer	108	Hours	89.67	\$9,684.36
0002ad	Senior System Analyst	352	Hours	81.41	\$28,656.32
0002ae	TelecomTech III	1,056	Hours	54.97	\$58,048.32
0002af	TelecomTech II	1,056	Hours	43.18	\$45,598.08
0002ag	Auto Cad Engineer	80	Hours	56.11	\$4,488.80
0002ah	Technical Writer	40	Hours	69.20	\$2,768.00
0003	System Analyst-VTC (Optional Support for 10/1/2009-9/30/2010.)	2,080	Hours	63.64	\$132,371.20

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

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

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <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
------------------------	------------------------	-------------

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

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SECTION C - CONTRACT CLAUSES**C.1 ADDENDUM to FAR 52.212-4 Contract Terms and Conditions-- Commercial Items**

Clauses that are incorporated by reference (by Citation Number, Title, and Date), have the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

The following clauses are incorporated into 52.212-4 as an addendum to this contract:

C.2 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 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 10 days.

C.3 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 10 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 15 (fifteen) months..

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

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective--

(1) For such period as the laws of the State in which this contract is to be performed prescribe; or

(2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

C.5 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>

C.6 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond \$333,000.00. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond \$333,000.00, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

52.204-9

PERSONAL IDENTITY VERIFICATION OF
CONTRACTOR PERSONNEL

SEP 2007

(End of Addendum to 52.212-4)

C.7 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MAY 2009)

(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) 52.222-50, Combatting Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104 (g)).

(2) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(3) 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) 52.203-13, Contractor Code of Business Ethics and Conduct (DEC 2008)(Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (MAR 2009) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

(4) 52.204-11, American Recovery and Reinvestment Act-Reporting Requirements (MAR 2009) (Pub. L. 111-5).

(5) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).

(6) 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).

(7) [Reserved]

(8)(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.

(9)(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.

(10) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).

(11)(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.

(12) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).

(13) 52.219-16, Liquidated Damages--Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

(14)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (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.

(15) 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).

(16) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(17) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).

(18) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2009) (15 U.S.C. 632(a)(2)).

(19) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

(20) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (FEB 2008) (E.O. 13126).

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

(22) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(23) 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).

(24) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

(25) 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).

(26) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

(27) 52.222-54, Employment Eligibility Verification (Jan 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

(28)(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)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

(ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

(29) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).

(30)(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.

(31) 52.225-1, Buy American Act--Supplies (FEB 2009) (41 U.S.C. 10a-10d).

(32)(i) 52.225-3, Buy American Act--Free Trade Agreements-- Israeli Trade Act (FEB 2009) (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.
- (33) 52.225-5, Trade Agreements (MAR 2009) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- (34) 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).
- (35) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- (36) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- (37) 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)).
- (38) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- (39) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).
- (40) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).
- (41) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).
- (42) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- (43)(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.).

Employee Class

Monetary Wage-Fringe Benefits

- (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 (FEB 2009) (41 U.S.C. 351, et seq.).

(7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009)(Pub. L. 110-247)

(8) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008) (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 this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (DEC 2008) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 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.

(iii) [Reserved]

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

(v) 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).

- (vi) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).
- (vii) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).
- (viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).
- (ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).
Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).
- (x) 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.).
- (xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (FEB 2009)(41 U.S.C. 351, et seq.).
- (xii) 52.222-54, Employee Eligibility Verification (JAN 2009)
- (xiii) 52.226-6, Promoting Excess Food Donataion to Nonprofit Organizations. (MAR 2009)(Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
- (xiv) 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.8 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: Dorothea Washington

Address: 11555 Rockville Pike
Rockville, MD 20852

Telephone Number: 301-415-8409

(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.9 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 or 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.10 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.11 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 favorably 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.12 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 NUMBER	TITLE	DATE	NO. PAGES
1	Statement of Work		13
2	Billing Instructions Fixed Price Contract	Oct. 2003	2

STATEMENT OF WORK

Title: Audio Visual and Video Conference Systems for the NRR Executive Conference Room
Office of Nuclear Reactor Regulation (NRR)
U.S. Nuclear Regulatory Commission

Job Code: J4395

Budget and Reporting Number: 920-15-111-133

NRC Issuing Office: Office of Nuclear Reactor Regulation

NRC Project Officer: Dorothea Washington, NRR
(301) 415-8409

NRC Technical Monitor: Bryan Champion, NRR (301) 415-7356
Dorothea Washington, NRR (301) 415-8409

TAC Code: To be provided by the Technical Monitor

1.0 BACKGROUND

The United States Nuclear Regulatory Commission (NRC) is a federally mandated agency whose primary mission is to regulate the commercial use of nuclear materials within the United States. The NRC provides licensing and regulation of nuclear reactors and industrial research use of nuclear materials, and the possession, use, processing, handling, and disposal of nuclear materials.

NRR supports the NRC mission to protect public health, safety, and the environment by developing and implementing rulemaking, licensing, oversight, and incident response programs for reactors. We conduct these activities in a manner that develops trust and is consistent with the NRC organizational values.

2.0 OBJECTIVE

This is a firm fixed price contract. The contractor shall procure and install "turn-key" integrated audio/visual (AV) and videoconferencing (VTC) systems for NRR offices located at 11555 Rockville Pike, Rockville, MD. 20852.

AV/VTC systems shall be provided in specific conference rooms incorporating the latest commercial-off-the-shelf technology to support permanently installed and mobile audio and visual equipment including and functionality including but not limited to, video/data projectors and screens, flat panel displays, document cameras, video cameras, AV recording devices, amplifiers, mixers, and cable TV/satellite feeds.

Depending on the size and use of the conference room, key features shall include but are not limited to:

- (a) TANDBERG 6000 MXP CODEC Systems or equivalent to support Unclassified Videoconferencing including but not limited to the following features:
 - New TANDBERG 6000 MXP Appliance Based Video CODEC
 - 6 Site Internal Multipoint Capability
 - 60 fields per second @ 336 kbps and above (Point-to-point)
 - Dual Monitor Capability
 - 1024 X 768 XGA Native Graphics Resolution
 - DUO VIDEO (Dual Real-time Live Video and Simultaneous Live Graphics)
 - CD-Quality 20KHz Mono and Stereo
 - H.264 Low Speed Compression Algorithm
 - H.239 High Resolution Graphics Algorithm
 - Video Steaming Capability
 - Quad BRI Network Interface
 - On demand selection and presentation control of a minimum of (1) laptop or desktop computer for local or far end VTC presentation
 - Dual LCD display monitors appropriately sized for each room with HDMI, component- video, S-Video, composite-video, RF and 15-pin VGA input (1,920x1,080 resolution) inputs. Stereo audio outputs and a digital optical audio output must also be provided
- (b) Ceiling Boundary Microphone/Speaker Audio Mixing Subsystem that will provide total voice lift for all participants seated in each Conference Room Audio conference speakerphone with external microphones.
- (c) Ability to interface with and support installed Government Furnished Equipment (GFE) including, but not limited to, personal computers (PCs), external inputs from the existing LAN, and projection of video teleconferencing sessions.
- (d) Furniture systems interface integration using Nucraft Corp. (www.nucraft.com) conference table technology access bay housing.

3.0 SCOPE OF WORK

General Requirements

The contractor shall comply with the following general requirements:

Use of off-the-shelf equipment: The products procured by the contractor shall be in current production and represent tested and announced hardware and software.

Completeness: All software shall be provided in media compatible with the intended system devices. The equipment hardware and software specified herein shall be fully functional when installed.

Manuals: The contractor shall provide copies of manuals related to the installation, configuration, and operations of the equipment acquired under this contract.

Warranties: The contractor shall warrant successful operations of supplied equipment and software for a period of 90 days beginning on the day of equipment acceptance. The contractor shall furnish an extended warranty for maintenance (labor and parts) on all hardware and software for a period of one year beginning on the first day of the successful performance period.

Technical Requirements

System Design and Procurement Plan.

The contractor shall provide a detailed system design and procurement plan for the approval of the Government. The plan shall detail the proposed procurement and installation plan to include but not limited to equipment lists, cost estimate, interconnection diagrams, system charts, and proposed project schedule.

System Procurement

The contractor shall procure all of the required hardware and software identified in the System Design and Procurement Plan upon NRC's approval.

System Integration

The contractor shall integrate system components off-site to the maximum extent possible. When the systems/subsystems are ready for installation and programming, the contractor shall coordinate with the Program Officer to determine the installation schedule.

The VTC system shall be integrated with the existing services to allow the inclusion of local cable, satellite, and Government generated programming into a video conference or for general viewing using the system monitor(s) as a means to view the programming without the initialization of a VTC session.

The VTC system shall be capable of accepting computer generated presentations/presentations/applications for sharing with remote users during a VTC session; (i.e., Power Point presentations, application sharing, and etc.) that will accept the output of a standard personal computer video port. The system must be able to automatically sense and accept

resolution rates from 640 x 480 pixels up to and including 1024 x 768 pixels.

The system shall be capable of being used as an audio teleconferencing unit for the purposes of conducting audio only conferences. The system shall perform this function without the use of additional microphones or speakers. This shall be an integrated feature of the system and shall be controlled by means of a "universal" system controller (USC). Additionally, both audio and video teleconferencing should be able to run simultaneously using the same speakers and microphones.

The system shall possess a USC that controls all of the functions as required under this specification;(i.e., VTC, audio teleconferencing, reception of broadband video feeds, display of computer generated graphics, and etc.) The USC may be of the infrared type or may be hardwired to the system. This is a negotiable item and the NRC requests the contractor's expertise before a decision is made.

All functions of the system shall be fully pre-cabled to allow operability of the system without cabling or connection changes prior to the use of specific functions.

System Installation

The contractor shall deliver and inventory the system at the designated installation location.

The contractor shall install the system at the designated location in a professional manner consistent with industry standard practices.

The NRC will conduct a physical inspection of the system to determine the completeness and professionalism of the installation. The NRC may, upon delivery, reject any unit which is incompatible or damaged.

The system will be installed in the designated NRC location without making physical changes to the room's dimensions, door locations, etc.

System Test and Acceptance

The system shall be tested, final site specific documentation prepared (including test results), and provided to the Government Project Officer (PO).

System Documentation

The systems shall be accompanied by a complete schematic showing all connections and specialized modifications, if any, to complete the system design.

The system documentation shall describe each component and provide the revision number, software/firmware revision level, and part number.

Warranty Repair Service

The contractor shall develop a maintenance plan to provide warranty repair service to include but not limited to the following:

- (a) Detailed maintenance strategy for all equipment types;
- (b) Point of contact for on-call warranty trouble calls;
- (c) Warranty repair service when required by the Government for both hardware and software items procured in this contract for a period of one year.

Minimum System Requirements by Location:

NRR Executive Conference Room

- (a) Polycom Soundstation EX speakerphone with external microphone
- (b) Table top access to AV and voice/data connections. Interface components must be compatible with Contractor furnished Nucraft (nucraft.com) conference table Model FT-144 with "Tech Bay" model technology access panel.

(TANDBERG 6000 MXP Executive Series High Performance Videoconferencing System (or equivalent) configured with a Quad BRI Network Interface and on demand selection and presentation control of a minimum of (1) laptop or desktop computer for local or far end VTC presentation

Dual LCD display monitors appropriately sized for each room with HDMI, component-video, S-Video, composite-video, RF and 15-pin VGA input (1,920x1,080 resolution) inputs. Stereo audio outputs and a digital optical audio output must also be provided

Ceiling Mounted Boundary Microphone/Speaker Audio Mixing Subsystem that will provide total voice lift for all participants seated in each Conference Room

Audio/Video routing and control system Infrastructure capable of sending any peripheral source to any local display or far end destination in native resolution

Polycom Soundstation EX speakerphone with external microphones

Provide table top access to AV and voice/data connections.

Provide Nucraft (nucraft.com) conference table Model FT-144 with "Tech Bay" model technology access panel.

OPTIONAL PRICING: Provide optional pricing for a full time on site VTC facilitator/Technical consultant. This individual will handle the scheduling and facilitation of VTC events for NRR.

NRR Multi-Media Room

- (a) Polycom Soundstation EX speakerphone with external microphone
- (b) Table top access to AV and voice/data connections
- (c) Single 65"LCD display monitors appropriately sized for each room with HDMI, component-video, S-Video, composite-video, RF and 15-pin VGA input (1,920x1,080 resolution) inputs. Stereo audio outputs and a digital optical audio output must also be provided.
- (d) DVD Player
- (e) HD Tuner
- (f) AMX Wireless Controller
- (g) Provide Nucraft (nucraft.com) conference table Model FT-120 with "Tech Bay" model technology access panel.

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.

Project Management

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

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 report weekly progress and financial performance for all activities under this contract.

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.

Performance

The Contractor shall perform all work under this SOW in a skillful and professional manner in accordance with the standards and practices documented and/or accepted by industry or otherwise specified herein.

Drawings

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

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.

Construction Requirements

The Contractor shall install outlets, connectors and cable terminations in the NRC facilities as prescribed in references listed in Section 10, 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.

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:

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.

The contractor shall remove all debris and scrap wire and installation materials generated in the performance of this specification on. 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.

4.0 TASK TO BE ASSIGNED

Task 1. Contract Kickoff Meeting

Requirement

The contractor team shall attend a one-time, one-day kickoff meeting at the NRC headquarters (or at the contractor's office) and be prepared to discuss the requirements of the awarded contract.

Standard

All designated contractor personnel are required to attend the entire contract kickoff meeting.

Deliverable

Within thirty (30) days of the contract award a kickoff meeting shall be held at NRC headquarters in Rockville, Maryland or other designated site by the NRC PO.

Meetings and Travel

Travel to NRC headquarters (if designated) for (1) day kickoff meeting.

Task 2. Weekly Progress Reports and Meetings

Requirement

During the execution of task assignments the Contractor shall conduct, at a minimum, meetings every week between Contractor personnel and key NRC personnel. These meetings shall take place at the NRC's office.

Standard

The NRC Project Officer will be capable of providing any clarification of the requirements required for the performance of this task.

Deliverable

The contractor shall request direction and provide status of product deliverables.

Meetings and Travel

As required by NRC PO/TM.

Task 3. System Design and Procurement Plan

Requirement

The System Design and Procurement Plan shall detail project events and milestones. The plan should show the required tasks, milestones, task relationships, and estimated cost/hours for the duration of the project within 5 days of the contract award.

Standard

The package shall include preliminary block diagrams, equipment lists, cable block diagrams, room floor plans, and system specifications. Documentation must be in Microsoft Word format and wiring schematics, and/or block diagrams in AutoCAD (.DWG format) on CD/DVD.

Deliverable

The Contractor shall provide a detailed system level design and documentation and drawings to the Project Officer for review and approval prior to installation.

Task 4. Installation Plan

Requirement

The Contractor shall provide a plan for the installation of the fully integrated system.

Standard

The plan shall include a system layout and facility design including all elements necessary to provide and install this system on a turnkey basis. This includes all equipment racks, mounting hardware, cable, connectors and miscellaneous materials required to create a complete, working system.

Deliverable

The Contractor shall submit for prior approval, a plan for the installation of the fully integrated system in accordance with the System Design and Procurement Plan

Task 5. System Test and Acceptance Plan

Requirement

The Contractor shall provide a System Test and Acceptance Plan that details systems test strategy and procedures.

Standard

The System Documentation shall be written as complete "as-built" system level documentation. Documentation shall include interface block diagrams, cable block diagrams, room layout drawings, and proposed equipment lists with salient characteristics and specifications,

Deliverable

Two (2) complete sets of operations and maintenance manuals (including any drawings) for each individual type of equipment delivered (electronic and hardcopy). The operations and maintenance manuals are due seven (7) business days after the final acceptance test.

Task 6. Training

Requirement

The contractor shall provide training to the NRC on the installed systems.

Standard

The contractor shall provide the Government with initial system training to include the but not limited to the following:

- (a) Procedures on the use of the equipment for all components; i.e. how to make a VTC call, how to make an audio teleconference, how to add an audio conferee to an existing VTC session, how to conduct computer presentations, etc.
- (b) General care of the equipment to include proper power up and power down sequences to ensure system life and integrity.
- (c) How and where to make connections for the presentation of computer generated presentations, etc.
- (d) Projector and camera control operations;
- (e) How to make adjustments to both video and audio parameters to allow versatility in

the use of the equipment

- (f) Diagnostic procedures to assist in the identification of system problems.
- (g) Comprehensive use of the USC.

Deliverable

The training shall be provided in a short but comprehensive training guide and presented to each participant at the time of training. The contractor shall provide this training for a maximum of five (5) Government or contractor personnel on a one-time basis not to exceed one business day in length.

Meetings and Travel

One 8-hour business day

5.0 TECHNICAL AND OTHER SPECIAL QUALIFICATIONS REQUIRED

Technical Direction

Performance of work under this contract shall be subject to the technical direction of the NRC PO who will verbally and/or in writing provide information pertaining to the technical or functional environment or to specific requirements as necessary for performance of work under this task order.

The term "Technical Direction" is defined to include, without limitation, the following:

- Direction to the Contractor which redirect the contract effort, shift work emphasis between work areas of tasks, require pursuit of certain lines of inquiry, fill in details or otherwise serve to accomplish contractual statement of work.
- Provision of information to the contractor which assists in the interpretation of drawings, specifications or technical portions of the work description.
- The review and approval of technical reports, drawings, specifications and technical information to be delivered by the contractor to the NRC under the contract.

6.0 License Fee

This work is not license fee recoverable.

7.0 PERIOD OF PERFORMANCE

Installation work is to start immediately upon contract award with a completion date as early as possible, but no later than 30 days after contract award. This is a firm fixed price contract. Installation work is to commence immediately upon contract award with as early a completion date as possible due to mission requirements. The duties performed by the on site VTC facilitator/Technical consultant will continue until the end of the period of performance. The period of performance of this contract is after contract award through September 30, 2010 or until task is canceled by the Government.

8.0 NRC FURNISHED MATERIALS

OTHER STANDARDS AND REFERENCES

Adherence with the current editions of the following standards and references is required:
U.S. NRC AV Plans Facility Equipment drawings AV-00 through AV-04.

U.S. NRC Telecommunications Floor Plan drawings TC-00 through TC-03

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

- TIA/EIA-526-7 Measurement of Optical Power Loss of Installed Single-Mode Fiber Cable Plant - OFSTP-7 (August 1998)
- TIA/EIA-526-14 Optical Power Loss Measurements of Installed Multimode Fiber Cable Plant - OFSTP-14 (August 1998)
- TIA/EIA-568-A Commercial Building Telecommunications Cabling Standard Part 1: General Requirements (February 2003)
- TIA/EIA-568-A-2 Commercial Building Telecommunications Cabling Standard Part 2: Balanced Twisted-Pair Cabling Components (January 2003)
- TIA/EIA-568-A-3 Optical Fiber Cabling Components Standard (April 2002)
- TIA/EIA-569 -A Commercial Building Standard for Telecommunications Pathways and Spaces (February 1998)
- J-STD-607 Commercial Building Grounding (Earthing) and Bonding Requirements for Telecommunications (October 2002)
- 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/TM before proceeding with performance.

9.0 ADMINISTRATIVE CONSIDERATIONS

The NRC Project Officer is:

Dorothea Washington, Management Analyst
Information and Infrastructure Services Branch
Program Management, Policy Development and Analysis Staff
Office of Nuclear Reactor Regulation
MS-O13E19
(301) 415-8409 (Voice)
Internet Address: dorothea.washington@nrc.gov

The NRC Technical Monitor is:

Bryan L. Champion, Chief
Information and Infrastructure Services Branch
Program Management, Policy Development and Analysis Staff
Office of Nuclear Reactor Regulation
MS-O13E19
(301) 415-7356 (Voice)
Internet Address: bryan.champion@nrc.gov

Place of Performance

Work is to be performed on-site at the following Government installations:

US Nuclear Regulatory Commission
11555 Rockville Pike
Rockville, Maryland 20852

Hours of Work

The Contractor shall coordinate access to the work areas with the NRC PO/TM. All work shall be conducted during hours that will not interfere with ongoing construction activities or NRC operations.

Security and Privacy

Clearances

No special security clearance is required at this location. Escort by authorized NRC personnel will be required at all times while in NRC spaces.

Privacy Act

NRC data may contain sensitive information and may not be disclosed to parties other than contractor personnel for official purposes only. Contractor personnel may be asked to sign a non-disclosure agreement as a condition of working on this contract.

Security Responsibilities

The Contractor shall support NRC's Network Security policies, particularly in protecting passwords and limiting access to cabling closets and common carrier demarcation locations.

**BILLING INSTRUCTIONS FOR
FIXED PRICE CONTRACTS (October 2003)**

General: The contractor is responsible during performance and through final payment of this contract for the accuracy and completeness of the data within the Central Contractor Registration (CCR) database, and for any liability resulting from the Government's reliance on inaccurate or incomplete CCR data. The contractor shall prepare vouchers or invoices as prescribed herein. **FAILURE TO SUBMIT VOUCHERS/INVOICES IN ACCORDANCE WITH THESE INSTRUCTIONS WILL RESULT IN REJECTION OF THE VOUCHER/INVOICES AS IMPROPER.**

Form: Claims shall be submitted on the payee's letterhead, voucher/invoices, or on the Government's Standard Form 1034, "Public Voucher for Purchases and Services Other than Personal," and Standard Form 1035, "Public Voucher for Purchases Other than Personal-- Continuation Sheet." These forms are available from the U.S. Government Printing Office, 710 North Capitol Street, Washington, DC 20401.

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

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

U.S. Nuclear Regulatory Commission
Division of Contracts - T-7-I-2
11555 Rockville Pike
Rockville, MD 20852

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

NRC Property Management Officer
Administrative Services Center
Mail Stop - T-7-D-27
Washington, DC 20555-0001

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

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

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

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

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

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

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

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

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