

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

1. REQUISITION NO.  
RG209528  
RG209528-1

PAGE 1 OF 42

2. CONTRACT NO. NRC-29-09-528

3. AWARD/EFFECTIVE DATE

4. ORDER NO.

5. SOLICITATION NUMBER RS-29-09-528

6. SOLICITATION ISSUE DATE

7. FOR SOLICITATION INFORMATION CALL:

a. NAME JENNIFER DEFINO, [Jennifer.DeFino@nrc.gov](mailto:Jennifer.DeFino@nrc.gov)

b. TELEPHONE NO. (No Collect Calls) 301-492-3637

8. OFFER DUE DATE/LOCAL TIME

9. ISSUED BY U.S. Nuclear Regulatory Commission  
Div. of Contracts  
Attn: Jennifer A. DeFino, 301-492-3637  
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

SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS  8(A)

NAICS: 238210  
SIZE STANDARD: \$14 Million

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

12. DISCOUNT TERMS N/A

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, Region II  
Attn: Sean Flynn, 404-562-4836  
Marquis One Tower, Peachtree Center  
245 Peachtree Center Avenue, NE  
Atlanta GA 30303

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 603736893 FACILITY CODE

TECHNOLOGY SPECIALIST INC  
TSI

303 SECOND ST., SUITE E  
ANNAPOLIS MD 214032772  
TELEPHONE NO. (410) 268-2300

18a. PAYMENT WILL BE MADE BY CODE 3100

Department of Interior / NBC  
[NRCPayments@nbc.gov](mailto:NRCPayments@nbc.gov)  
Attn: Fiscal Services Branch - D2770  
7301 W. Mansfield Avenue  
Denver CO 80235-2230

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. See Section B.5 SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<p>The Contractor shall provide the U.S. Nuclear Regulatory Commission (NRC) Region II Office with turnkey installation of a telecommunications system (PBX) as described in Section B.10 entitled "Performance Work Statement", and in accordance with the terms and conditions of this contract.</p> <p>Title: "NRC Region II PBX Switch/System" Period of Performance: July 6, 2009 through January 31, 2009</p> <p>NRC Project Officer: Sean M. Flynn Phone: (404) 562-4836, Email: <a href="mailto:Sean.Flynn@nrc.gov">Sean.Flynn@nrc.gov</a></p> <p>(Use Reverse and/or Attach Additional Sheets as Necessary)</p>				

25. ACCOUNTING AND APPROPRIATION DATA

1) 992-15-171-345	N9201	3130	31X0200	FFS: RQ	RG209528	<b>OBLIGATE: \$848,000.00</b>
2) 992-15-171-345	N9201	3130	31X0200	FFS: RQ	RG209528	<b>OBLIGATE: \$143,753.18</b>

26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$991,753.18

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 2 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED

29. AWARD OF CONTRACT. REF. \_\_\_\_\_ OFFER DATED \_\_\_\_\_ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR *Lee E. White*

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) *Donald A. King*

30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) Lee E. White, President

30c. DATE SIGNED 2 July 2009

31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Donald A. King, Contracting Officer

31c. DATE SIGNED 7/2/2009

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 Sean M. Flynn Project Officer
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE (404) 562-4836
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE <u>Sean.Flynn@nrc.gov</u>

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
------------------------	------------------------	-------------

41a. I 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:

**NRC Region II Telecommunications System (PBX) Switch/System**

**B.2 BRIEF DESCRIPTION OF WORK (MAR 1987)**

The contractor shall provide a telecommunications system (PBX) including voice mail and associated support for the NRC Region II Office located in Atlanta, GA.

**B.3 HYBRID CONTRACT TYPE**

The contract type is a hybrid containing: Fixed-Price and Cost-Reimbursement/Labor-Hour line items.

Clauses designated with "\$" to the left of the citation number are applicable to FIXED-PRICE line items only.

Clauses designated with "@" to the left of the citation number are applicable to COST-REIMBURSEMENT/LABOR-HOUR line items only.

**B.4 DURATION OF CONTRACT PERIOD (MAR 1987)**

This contract shall commence on July 6, 2009 and will expire January 31, 2011.

**B.5 PRICE/COST SCHEDULE**

<b>FIXED PRICE ITEMS</b>							
<b>CLIN</b>	<b>Type</b>	<b>Task No.</b>	<b>Task Description</b>	<b>Unit Price</b>	<b>Qty.</b>	<b>Unit</b>	<b>Price (Fixed)</b>
001	\$	3.1	Purchase of PBX Switch Equipment **See Attachment 1 for full equipment list**	\$741,018.22	1	LOT	\$741,018.22
002	\$	3.2	Installation of PBX Switch	\$144,764.80	1	LOT	\$144,764.80
003	\$	3.3	Warranty Service (24/7/365 Coverage)	\$3,499.58	12	MONTH	\$41,994.96
004	\$	3.5	PBX Security Audit	\$2,200.00	1	LOT	\$2,200.00
005	\$	3.6	PBX Six-Month Audit	\$2,200.00	2	EACH	\$4,400.00
006	\$	3.7	PBX Quarterly Condition Review	\$1,650.00	4	EACH	\$6,600.00
<b>FIXED PRICE SUBTOTAL</b>							<b>\$940,977.98</b>

<b>LABOR HOUR ITEMS</b>							
<b>CLIN</b>	<b>Type</b>	<b>Task No.</b>	<b>Task Description</b>	<b>Est. Qty</b>	<b>Hourly Labor Rate</b>	<b>Unit</b>	<b>Unit Price</b>
007	@	3.4	Non-Warranty Services	80	\$85.00	HR	\$6,800.00
008	@	3.8.1	Basic Level Administrative Training	40	\$149.38	HR	\$5,975.20
009	@	3.8.2	Introductory End User Training	40	\$75.00	HR	\$3,000.00
<b>LABOR HOUR SUBTOTAL</b>							<b>\$15,775.20</b>

TRAVEL			
CLIN	Type	Category	Total Estimated Costs
010	@	Travel (Cost Reimbursable) The government will pay up to the rates specified in the Government Federal Travel Regulations (FTR) for travel destination. Hotel reservations will be made by the contractor and will be reimbursed for actual costs only, with backup documentation/receipts attached to the invoice. NO PAYMENT WILL BE MADE WITHOUT BACKUP DOCUMENTATION/RECEIPTS. *All travel must be approved in advance by the NRC Project Officer.*	\$35,000.00
<b>TRAVEL SUBTOTAL</b>			<b>\$35,000.00</b>

GRAND TOTAL ---

**\$991,753.18**  
=====

**B.6 DELIVERY SCHEDULE**

CLIN	Task Number	Description	Delivery Date/Time frame
001	3.1	Purchase of PBX Switch Equipment	All equipment shall be purchased prior to the date the Contractor is permitted to begin installation.
002	3.2	Installation of PBX Switch and Warranty	Installation of PBX complete within 30 days from date the Contractor is permitted to begin installation. (**Note: This date will be contingent on the occupancy date specified by GSA/NRC**)
003	3.3.2.1	Emergency Response (Major Outage)	Phone follow-up response within 1 hour of major outage. If needed, on-site response within 4 hours of major outage.
003	3.3.2.2	Non-Emergency Response	Phone follow-up response within 2 hours of non-service affecting/minor situation. If needed, on-site next business day response.
004	3.5	PBX Security Audit and Report	Audit within 14 days of system installation and written report by the 30 <sup>th</sup> day following installation.
005	3.6	PBX Six-Month Audit and Report	Six months from date of system installation. Written report 30 days of 6-month audit.
006	3.7	PBX Quarterly Condition Review and Reports.	Review within the first 14 days of each quarter during maintenance period. Report by the 30 <sup>th</sup> day of each quarter during maintenance period.
007	3.4	Non-Warranty Telecommunications System Maintenance (hardware/software)	One year period of performance from date of system installation. Coverage 24 hours a day, 7 days a week, 365 days a year.
007	3.4.1	On-Site Technician	When requested by the NRC.
008	3.8.1	Basic Level Administrative Training	Training delivered within 20 days of the system cutover date, either before, after or in combination
009	3.8.2	Introductory End-User Training	Training delivered within 20 days of the system cutover date, either before, after or in combination

**\$ B.7 CONSIDERATION AND OBLIGATION--FIRM FIXED PRICE (JUN 1988)**

- (a) The firm fixed price of this contract is CLINs 001- 006 is \$940,977.98.
- (b) The fixed price CLINs 001-006 under this contract are fully funded in the amount of \$940,977.98.

**@ B.8 CONSIDERATION AND OBLIGATION--COST REIMBURSEMENT (JUN 1988)**

- (a) The total estimated cost to the Government for full performance for the cost reimbursement/ labor hour CLINs 007-010 under this contract is \$50,775.20.
- (b) The amount obligated by the Government with respect to cost reimbursement/ labor hour CLINs 007-010 under this contract is \$50,775.20.

**B.9 PRICE CERTIFICATION**

By signing this Contract, the Contractor hereby Certifies that the accepted proposed line items set forth in Attachment 2 entitled, "Items for Price Certification" of this contract are standard commercial prices for services or supplies described. If after award the Government discovers any of these prices to be higher than Standard Commercial Prices, it shall be entitled to a downward adjustment in invoices submitted for these items equal to the difference in price.

**B.10 PERFORMANCE WORK STATEMENT****1.0 Introduction****1.1 Objective**

The objective of this contract is to provide a telecommunications system (PBX) including voice mail and associated support for NRC, Atlanta, GA.

**1.2 Place of Performance**

Nuclear Regulatory Commission (NRC) Region II  
Marquis One Tower, Peachtree Center  
245 Peachtree Center Avenue NE, Atlanta, 30303

**1.3 Scope**

The Contractor shall provide turnkey installation of a telecommunications system that includes voice mail, call management, audio conference bridge capability, multiple ISDN and PRI/BRI, training (including end-user), maintenance and associated support as required within this Performance Work Statement (PWS). The contractor support shall include the PBX with its assorted internal cards, along with the associated voice mail system, call management hardware/software, and on-site technical assistance. Contractor shall use the newly installed cabling plant designated exclusively for voice purposes. Contractor shall NOT, under any circumstances, connect any telecommunications system related equipment/devices to the NRC's existing dedicated data production operating environment, without prior NRC approval.

**1.4 Background**

NRC Region II headquarters is located in Atlanta, GA. NRC telecommunications system requires installation, training, maintenance and support that allows uninterrupted operation of the telecommunications system 24 hours per day, 7 days per week, 365 days per year (24/7/365).

## **2.0 Telecommunications System Requirements**

The telecommunications system, to be purchased by the Contractor, shall have the following capabilities:

- Caller ID
- Call Forwarding
- Call Transfer
- Facsimile Receipt
- Speed Dialing
- Group Answering
- Speakerphone/Hands-Free
- Audio Bridge Conferencing
- Intercom/Paging
- Wired/Wireless Headset Solution (limited need)
- Voice Mail (including the capability to convert voice mail messages to a format that can be emailed and archived)
- Support for Digital, Analog, ISDN and IP Telephonic Devices
- Digital and IP Based Telephone Equipment (with voice mail message indicator)
- Support for 40 ISDN/BRI
- Call Management
- Support for 500 IP Extensions
- Support for 48 Digital Extensions
- Support for 64 Analog Extensions
- Fax Capability for 20 Users
- Messaging Services for 550 Users
- 10 Additional Fax Channels
- Power Failure Transfer Unit
- Telephone Equipment
  - Up to 500 IP
  - Up to 30 IP Expansion Modules (for secretaries and switchboard replacement)
  - Up to 20 Digital
- Capability for Automated Attendant
- Capability to provide a robust and fault tolerant implementation
- Availability of "canned" reports from PBX data
- Ability to create ad-hoc reports from PBX data
- Ability to import/export user data
- Ability to import/export device configurations
- Ability to back-up/restore system configuration data

The PBX must interface with the LEC (currently unknow) and FTS (Currently Verizon Business). The Contractor shall coordinate cutover activities with both the LEC and FTS to ensure proper operations of regional voice communications and associated services.

## **3.0 Tasks/Requirements**

### **3.1 Purchase of PBX Switch Equipment**

The contractor shall purchase PBX Switch equipment to include all necessary hardware/software to meet the requirements as stated in 2.0 of this PWS. The contractor shall store, maintain, and safeguard all purchased PBX Switch/System equipment prior to installation at the NRC Region II site in accordance with contract clause 52.245-1A GOVERNMENT PROPERTY 2007 ALTERNATE I (JUNE 2007).

### **3.2 Installation of PBX**

The contractor shall install the new PBX. The contractor shall use the existing cabling plant designated exclusively for use by devices dedicated to the provision of voice related services. The NRC shall provide the designated voice services cabling plant and identify it as such to the contractor.

The PBX must interface with the LEC (currently unknow) and FTS (Currently Verizon Business). The Contractor shall coordinate cutover activities with both the LEC and FTS to ensure proper operations of regional voice communications and associated services.

The Contractor shall remove/dispose of any packaging/debris related to the installation of the telecommunications system. All area of Contractor work shall be swept and left clean following installation of new PBX.

### **3.3 Warranty Service**

The contractor shall provide warranty support services for a period of one year from the date of installation. Warranty support services shall cover all hardware/software, including any and all related telephonic devices/equipment installed or associated with the installation of the PBX. As determined by the best interests of the Agency and within this described warranty period, the NRC may request the repair and/or replacement of any piece of equipment or device provided by the contractor under this PWS.

#### **3.3.1 Coverage**

The contractor shall provide maintenance coverage 24 hours a day, 7 days a week, 365 days per year. The contractor shall repair/replace all inoperable equipment onsite. The contractor shall not remove any equipment from the NRC facility without leaving like equipment functioning in its place.

#### **3.3.2 Request for Service**

##### **3.3.2.1 Emergency Response Time (Major Outage)**

The contractor shall respond by phone follow up within 1 hour 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 card failure), UPS failure, loss of Call Management System, or loss of external incoming or outgoing call routing.

##### **3.3.2.2 Non-Emergency Response Time**

Non-emergency response (non-service affecting/minor situations) by phone follow up within 2 hours and, if needed, on-site next business day.

### **3.4 Non-Warranty Services**

The contractor shall provide support services for a period of one year from the date of installation. Non-warranty support services and/or move add change (MAC) activities (if needed) will be billable to the NRC on a time and materials basis.

#### **3.4.1 On-site Technician**

When requested by the NRC, the contractor shall provide an on-site technician. The technician must be fully certified on the PBX. The government shall provide the contractor a two-week notice to schedule the on-site visit and identify the PBX related task requirement. Examples of the type of PBX related tasks include reprogramming PBX console (line appearances, forwarding capabilities, etc.), changes/add-ons/moves, providing ISDN circuits for secure phones, Call Management System up and running, detail call reports, and ad-hoc PBX reports.

The requirement for the on-site technician shall be billed according to service provided. The time allotted to accomplish each on-site task does NOT include technical research needed to accomplish the task. The technician is expected to be certified and an expert on the system and the government will not be charged for time required for the technician to learn how to complete the task. On-site technician hours utilized during a specific month will be reflected in the purchase order.

### **3.5 PBX Security Audit**

The contractor shall perform a PBX security audit that identifies system security risks and available enhancements, and review audit results with the NRC Client Representative (CR). The contractor shall perform the audit within the first 14 days following the date of installation and provide a written (via electronic mail acceptable) report by the 30<sup>th</sup> day following the installation.

### **3.6 PBX Six-Month Audit**

The contractor shall perform a six-month audit (i.e., six months from date of installation and 12 months from date of installation) of the PBX, including patch/release level and upgrades available, identify any risk factors and performance issues, and review the audit results with the NRC. The contractor shall provide a written (via electronic mail acceptable) report by the 30<sup>th</sup> day following the completion of the six month audit.

### **3.7 PBX Quarterly Condition Review**

The contractor shall perform a quarterly condition review of PBX, the alarms and event logs, identify any performance concerns, and review the results with the NRC. The contractor shall perform the review within the first 14 days of the month for each quarter during the maintenance period and provide a written (via electronic mail acceptable) report by the 30<sup>th</sup> day of the quarter during the maintenance period. Government fiscal year quarters are as follows: 1<sup>st</sup>: Oct-Dec; 2<sup>nd</sup>: Jan-Mar; 3<sup>rd</sup>: Apr-Jun; and 4<sup>th</sup>: Jul-Sep.

### **3.8 PBX and Telephone Instrument Training**

#### **3.8.1 Basic Level Administrative Training**

The contractor shall provide 40 hours of basic level administrative training to no more than four (4) individuals. The administrative training should provide these individuals with an understanding of the PBX system, its configuration and the ability to perform basic system administrative tasks related to the PBX and voice mail systems.

#### **3.8.2 Introductory End-User Training**

The contractor shall provide 40 hours of introductory end-user training on the telephone instruments provided under this PWS. End-user training should consist of:

- (a) At least two (2) sessions, four (4) hours in length, which specifically address the needs of secretarial staff and specifically address the use of any related expansion modules;
- (b) 24 hours of end-user training should be dedicated to a general overview of the use and functions of the telephone instruments provided under this SOW, as related to use in a general business environment;
- (c) Eight (8) hours of end-user training should be dedicated to drop-in sessions designed to answer questions related to advanced level features of the device.

## **4.0 Deliverable Reports**

### **4.1 PBX Security Audit Report**

The Contractor shall provide a written report of the PBX security audit to the NRC no later than 30 days after the beginning of the maintenance period. The report may be sent soft copy via email. The government shall provide the report distribution list upon award.

### **4.2 PBX Six-Month Audit Report**

The Contractor shall provide a written report of each Six Month Audit of the PBX to the NRC beginning no later than 30 days after the start of the maintenance period. The report may be sent soft copy via email. The government shall provide the report distribution list upon award.

### **4.3 PBX Quarterly Condition Review**

The Contractor shall provide a written report of the quarterly PBX condition review to the NRC no later than 30 days following the completion of each review during the maintenance period. The report may be sent soft copy via email. The government shall provide the report distribution list upon award.

## **5.0 Security**

The security requirements for this SOW will be broken into two (2) phases. Phase One consists of the Installation Phase and will occur **before** the NRC begins day-to-day operations at this location. Phase Two consists of the Maintenance Phase and will occur immediately upon the NRC commencing day-to-day operations at this location.

### 5.1 Installation Phase

Contractor staff visiting NRC's facility during the Installation Phase do not require an NRC security clearance. Contractor personnel will likely be required to comply with the related requirements and policies of the General Services Administration, the Lessor and/or the Lessor's Building Management Company during this phase. The exact requirements are unknown at this time. However, they are generally assumed to be consistent with industry "best practices" for the provision of access to a construction site.

### 5.2 Maintenance Phase

Contractor staff visiting NRC's facility during the Maintenance Phase do not require an NRC security clearance. 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 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 40 hours of technician time. This may include responding to security questions or providing additional information within one business day.

### 6.0 Performance Requirements Summary

Contractor performance is considered acceptable according to the criteria delineated in the table below. Failure to meet the performance standards will result in applicable invoice deduction amount and may have a negative impact on the Government's decision to exercise options for future periods of performance.

Performance Requirements Summary					
Required Service	Performance Standard	Deliverable	Method of Surveillance	Performance Requirement	Invoice Deduction
3.2.2 Installation of PBX	Installation of PBX complete within 30 days from date the Contractor is permitted to begin installation. (**Note: This date will be contingent on occupancy date specified by GSA/NRC**)	Telecommunications System	NRC documentation	On time installation	0.5% Penalty of total award for each day late on installation
3.3.2.1 Emergency Response Time (Major Outage)	Call within 1 hour and on-site within <u>4 hours</u> same day, if needed for a major outage	Response from Contractor	NRC documentation	On time response	2.5% Penalty from CLIN 003 for each late response
3.3.2.2 Non-Emergency Response Time	Non-emergency response (non-service affecting/minor situations) is call with 2 hours and on-site the <u>next business day</u> , if needed	Response from Contractor	NRC documentation	On time response	1% Penalty from CLIN 003 for each late response
3.5 PBX Security Audit Report	Report received within 30 days after the beginning of the performance period	PBX Security Audit Report	NRC documentation	On time submission	1% Penalty from CLIN 004 for each day late on submission
3.6 PBX Six Month Audit Report	Report received within 30 days after the beginning of the performance period	PBX Six Month Audit Report	NRC documentation	On time submission	1% Penalty from CLIN 005 for each day late on submission
3.7 PBX Quarterly Condition Review Report	Report received within 30 days of the month for each quarter during the performance period	PBX Quarterly Condition Review Report	NRC documentation	On time submission	1% Penalty from CLIN 006 for each day late on submission
3.8.1 Basic Level	Training received within 20 days of		NRC	On time delivery	1% Penalty on

**NRC-29-09-528****Section B**

Administrative Training	the system cutover date, either before, after or in combination	Administrative Training Session	documentation		Training Session for each day late on delivery
3.8.2 Introductory End User Training	Training received within 20 days of the system cutover date, either before, after or in combination	End User Training Session	NRC documentation	On time delivery	1% Penalty on Training Session for each day late on delivery

**SECTION C - CONTRACT CLAUSES****C.1 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (MAR 2009)  
ALTERNATE I (OCT 2008)****(a) Inspection/Acceptance.**

(1) The Government has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. The Government may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. The Government will perform inspections and tests in a manner that will not unduly delay the work.

(2) If the Government performs inspection or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

(3) Unless otherwise specified in the contract, the Government will accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they will be presumed accepted 60 days after the date of delivery, unless accepted earlier.

(4) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, the Government may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (a)(6) of this clause, the cost of replacement or correction shall be determined under paragraph (i) of this clause, but the "hourly rate" for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified below, the portion of the "hourly rate" attributable to profit shall be 10 percent. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken. [Insert portion of labor rate attributable to profit.]

(5)(i) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by the Government), the Government may--

(A) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or

(B) Terminate this contract for cause.

(ii) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute under the Disputes clause of the contract.

(6) Notwithstanding paragraphs (a)(4) and (5) above, the Government may at any time require the Contractor to remedy by correction or replacement, without cost to the Government, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to--

(i) Fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel; or

(ii) The conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.

(7) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.

(8) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.

(9) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property.

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

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

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

(e) Definitions.

(1) The clause at FAR 52.202-1, Definitions, is incorporated herein by reference. As used in this clause--

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

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

(A) Performed by the contractor;

(B) Performed by the subcontractors; or

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

(iii) Materials means--

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

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

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

(D) The following subcontracts for services which are specifically excluded from the hourly rate: [Insert any subcontracts for services to be excluded from the hourly rates prescribed in the schedule.]; and

(E) Indirect costs specifically provided for in this clause.

(iv) Subcontract means any contract, as defined in FAR Subpart 2.1, entered into with a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract including transfers between divisions, subsidiaries, or affiliates of a contractor or subcontractor. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

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

(g) Invoice.

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

(i) Name and address of the Contractor;

(ii) Invoice date and number;

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

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

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

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

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

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

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

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

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

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable

solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-- Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

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

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

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

(i) Payments.

(1) Services accepted. Payment shall be made for services accepted by the Government that have been delivered to the delivery destination(s) set forth in this contract. The Government will pay the Contractor as follows upon the submission of commercial invoices approved by the Contracting Officer:

(i) Hourly rate.

(A) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the contract by the number of direct labor hours performed. Fractional parts of an hour shall be payable on a prorated basis.

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

(C) Invoices may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer) to the Contracting Officer or the authorized representative.

(D) When requested by the Contracting Officer or the authorized representative, the Contractor shall substantiate invoices (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment, individual daily job timecards, records that verify the employees meet the qualifications for the labor categories specified in the contract, or other substantiation specified in the contract.

(E) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis.

(1) If no overtime rates are provided in the Schedule and the Contracting Officer approves overtime work in advance, overtime rates shall be negotiated.

(2) Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract.

(3) If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(ii) Materials.

(A) If the Contractor furnishes materials that meet the definition of a commercial item at FAR 2.101, the price to be paid for such materials shall be the contractor's established catalog or market price, adjusted to reflect the--

(1) Quantities being acquired; and

(2) Any modifications necessary because of contract requirements.

(B) Except as provided for in paragraph (i)(1)(ii)(A) and (D)(2) of this clause, the Government will reimburse the Contractor the actual cost of materials (less any rebates, refunds, or discounts received by the contractor that are identifiable to the contract) provided the Contractor--

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

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

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

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

(2) Give credit to the Government for cash and trade discounts, rebates, scrap, commissions, and other amounts that are identifiable to the contract.

(D) Other Costs. Unless listed below, other direct and indirect costs will not be reimbursed.

(1) Other Direct Costs. The Government will reimburse the Contractor on the basis of actual cost for the following, provided such costs comply with the requirements in paragraph (i)(1)(ii)(B) of this clause: [Insert each element of other direct costs (e.g., travel, computer usage charges, etc. Insert "None" if no reimbursement for other direct costs will be provided. If this is an indefinite delivery contract, the Contracting Officer may insert "Each order must list separately the elements of other direct charge(s) for that order or, if no reimbursement for other direct costs will be provided, insert 'None'.']

(2) Indirect Costs (Material Handling, Subcontract Administration, etc.). The Government will reimburse the Contractor for indirect costs on a pro-rata basis over the period of contract performance at the following fixed price: [Insert a fixed amount for the indirect costs and payment schedule. Insert "\$0" if no fixed price reimbursement for indirect costs will be provided. (If this is an indefinite delivery contract, the Contracting Officer may insert "Each order must list separately the fixed amount for the indirect costs and payment schedule or, if no reimbursement for indirect costs, insert 'None'.']

(2) Total cost. It is estimated that the total cost to the Government for the performance of this contract shall not exceed the ceiling price set forth in the Schedule and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation. If at any time during the performance of this contract, the Contractor has reason to believe that the total price to the Government for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performance of this contract, the Government has reason to believe that the work to be

required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.

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

(4) Access to records. At any time before final payment under this contract, the Contracting Officer (or authorized representative) will have access to the following (access shall be limited to the listing below unless otherwise agreed to by the Contractor and the Contracting Officer):

(i) Records that verify that the employees whose time has been included in any invoice meet the qualifications for the labor categories specified in the contract;

(ii) For labor hours (including any subcontractor hours reimbursed at the hourly rate in the schedule), when timecards are required as substantiation for payment--

(A) The original timecards (paper-based or electronic);

(B) The Contractor's timekeeping procedures;

(C) Contractor records that show the distribution of labor between jobs or contracts; and

(D) Employees whose time has been included in any invoice for the purpose of verifying that these employees have worked the hours shown on the invoices.

(iii) For material and subcontract costs that are reimbursed on the basis of actual cost--

(A) Any invoices or subcontract agreements substantiating material costs; and

(B) Any documents supporting payment of those invoices.

(5) Overpayments/Underpayments. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. The Contractor shall promptly pay any such reduction within 30 days unless the parties agree otherwise. The Government within 30 days will pay any such increases, unless the parties agree otherwise. The Contractor's payment will be made by check. If the Contractor becomes aware of a duplicate invoice payment or that the Government has otherwise overpaid on an invoice payment, the Contractor shall--

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the--

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6)(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury, as provided in section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six month period as established by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final Decisions. The Contracting Officer will issue a final decision as required by 33.211 if--

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt in a timely manner;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see FAR 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on--

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(viii) Upon receipt and approval of the invoice designated by the Contractor as the "completion invoice" and supporting documentation, and upon compliance by the Contractor with all terms of this contract, any

outstanding balances will be paid within 30 days unless the parties agree otherwise. The completion invoice, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

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

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

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

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

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

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

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

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid an amount for direct labor hours (as defined in the Schedule of the contract) determined by multiplying the number of direct labor hours expended before the effective date of termination by the hourly rate(s) in the contract, less any hourly rate payments already made to the Contractor plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system that have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost

principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; Section 1553 of the American Recovery and Reinvestment Act of 2009 relating to whistleblower protections for contracts funded under that Act; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
- (3) The clause at 52.212-5.
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The Standard Form 1449.
- (8) Other documents, exhibits, and attachments
- (9) The specification.

## (t) Central Contractor Registration (CCR).

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

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

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

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

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

**C.2 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.3 52.219-17 SECTION 8(a) AWARD (DEC 1996)**

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

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

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

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

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

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

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

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

#### **C.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>

52.245-1A	GOVERNMENT PROPERTY ALTERNATE I (JUNE 2007)	JUN 2007
52.245-9	USE AND CHARGES	JUN 2007

**@ C.6 52.232-7 PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS  
(FEB 2007)**

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

(a) Hourly rate.

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

(i) Performed by the Contractor;

(ii) Performed by the subcontractors; or

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

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

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

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

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

(i) Individual daily job timekeeping records;

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

(iii) Other substantiation approved by the Contracting Officer.

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

(7) Unless otherwise prescribed in the Schedule, the Contracting Officer may unilaterally issue a contract modification requiring the Contractor to withhold amounts from its billings until a reserve is set aside in an

amount that the Contracting Officer considers necessary to protect the Government's interests. The Contracting Officer may require a withhold of 5 percent of the amounts due under paragraph (a) of this clause, but the total amount withheld for the contract shall not exceed \$50,000. The amounts withheld shall be retained until the Contractor executes and delivers the release required by paragraph (g) of this clause.

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

(b) Materials.

(1) For the purposes of this clause--

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

(ii) Materials means--

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

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

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

(D) Applicable indirect costs.

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

(i) Quantities being acquired; and

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

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

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

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

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

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

- (i) Comprised only of costs that are clearly excluded from the hourly rate;
- (ii) Allocated in accordance with the Contractor's written or established accounting practices; and
- (iii) Indirect costs are not applied to subcontracts that are paid at the hourly rates.

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

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

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

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

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

(d) Total cost. It is estimated that the total cost to the Government for the performance of this contract shall not exceed the ceiling price set forth in the Schedule, and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation. If at any time during performing this contract, the Contractor has reason to believe that the total price to the Government for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performing this contract, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.

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

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

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

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

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

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

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

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

(2) The designated payment office will make interim payments for contract financing on the 30TH day after the designated billing office receives a proper payment request. In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

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

(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
23932 - Telecommunications Mechanic II	\$25.73 & \$3.24
23931 - Telecommunications Mechanic I	\$23.31 & \$3.24
15090 - Technical Instructor	\$22.98 & \$3.24

(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: Sean M. Flynn  
 Address: U.S. Nuclear Regulatory Commission  
 Sam Nunn Atlanta Federal Center, 23  
 61 Forsyth Street, SW  
 Atlanta, GA 30303-8931

Telephone Number: (404) 562-4836  
 Email Address: [Sean.Flynn@nrc.gov](mailto:Sean.Flynn@nrc.gov)

(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 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**

<b>ATTACHMENT NO.</b>	<b>DESCRIPTION</b>	<b>NO. OF PAGES</b>
1	SUPPLEMENTAL PRICING INFORMATION/FULL LISTING OF PBX SWITCH/SYSTEM EQUIPMENT	3
2	ITEMS FOR PRICE CERTIFICATION	1
3	BILLING INSTRUCTIONS FOR FIXED PRICE CONTRACTS (JUNE 2008)	2
4	BILLING INSTRUCTION FOR LABOR HOUR/TIME AND MATERIAL TYPE CONTRACTS (JUNE 2008)	2

**NRC Pricing Support (Supplemental Pricing Information)**

Prime: Technology Specialists, Inc.  
Solicitation: RS-29-09-528  
Date: 30 June 2009

Qty.	Part Number	GSA Schedule Parts	Unit Price	Extended Price	MSRP
1	NTHU60AA	CS1000E CPPM OL/OT HA Chassis	\$9,099.98	\$9,099.98	\$14,700.00
3	NT8D02HAE5	Card 16 Port XDLC - Digital Line Card	\$1,639.45	\$4,918.35	\$11,655.00
4	NT8D09CAE5	Ext Analog M/W Line Card	\$1,639.45	\$6,557.80	\$15,540.00
2	NT8D14CB	8 Port Universal Trunk Card	\$1,747.78	\$3,495.56	\$8,700.00
4	NTAK20ADE5	Stratum 3 Clock Controller Daughterboard	\$444.69	\$1,778.76	\$4,200.00
2	NTBK22AA	MISP Opt11 BRI Signalling Processor	\$1,788.01	\$3,576.02	\$8,900.00
1	NTBK80BA	Ground Bar Assembly	\$47.46	\$47.46	\$80.00
3	NTDU22HA	MG1000E Chassis R5	\$2,600.00	\$7,800.00	\$12,600.00
4	NTDU23AC	MG1000 Chassis Expander	\$931.67	\$3,726.68	\$8,300.00
2	NTDU41GA	Media Card 32S (MC 32S)	\$2,912.61	\$5,825.22	\$9,410.00
3	NTDW62AAE5	MGC DSP Daughterboard 32	\$2,912.61	\$8,737.83	\$14,115.00
2	NTDW64AAE5	MGC DSP Daughterboard 96	\$8,737.84	\$17,475.68	\$28,230.00
10	NTSF6800	TMDI Pkg (1.5mb DTI/PRI)	\$1,952.07	\$19,520.70	\$46,200.00
3	NTHU62AB	CPPM Cab/Chas Signalling Server R6.0	\$2,476.19	\$7,428.57	\$12,000.00
20	NTMN34GC70E6	M3904 Professional Charcoal RoHS	\$393.82	\$7,876.40	\$13,400.00
1	p/n not yet pub	CS1000E SYS SW R6.0	\$17,039.68	\$17,039.68	\$27,510.00
128	NTE980JA	SIP Access Port License	\$88.74	\$11,358.72	\$19,200.00
5	NT6D71ABE5	Card U Interface, BRI Line, 8 Port	\$2,337.94	\$11,689.70	\$18,880.00
1	NTZE78GBE5	Callpilot 5.0 1005r v2 BASE - 96 MPUs	\$19,401.95	\$19,401.95	\$31,340.00
1	NTRB18DAE5	MGATE ds30 RJ45, CALLPILOT32	\$319.85	\$319.85	\$540.00
1	NTRH9234E5	Combo Key/Mouse	\$65.82	\$65.82	\$110.00
8	NTZE07EA	CP(F) Voice Channels 2 Add	\$447.77	\$3,582.16	\$6,040.00
1	NTZE11HA	CP Desktop Messaging 20 Users	\$1,274.20	\$1,274.20	\$2,155.00
2	NTCZ53CA	Voice Office License 250 IP Phones	\$6,469.04	\$12,938.08	\$20,900.00
1	NTCZ62AC	App Gateway 2000 x306 Base Pkg	\$4,333.33	\$4,333.33	\$7,000.00
1	N0172251	56k USB Modem	\$366.27	\$366.27	\$592.00
2	NTTL04FA	TM Sets Expansion (250)	\$838.81	\$1,677.62	\$2,840.00

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this quotation

Qty.	Part Number	GSA Schedule Parts	Unit Price	Extended Price	MSRP
1	NTTL05CA	TM/OTM Billing General 50 Rus	\$875.95	\$875.95	\$1,480.00
2	NTTL06AA	TM/OTM Billing General 250 Rus Exp	\$683.03	\$1,366.06	\$2,310.00
2	NTTL19AA	TM/OTM Additional Client 1 PC	\$311.59	\$623.18	\$1,050.00
1	NTTL51DCE6	TM 3.2 Svr License 50 Set - USB Dongle	\$319.84	\$319.84	\$540.00
18	AL1001E05-E5	5520-48T-PWR (NA PER CORD) (EUED)	\$4,329.71	\$77,934.78	\$143,910.00
2	AL1001E07-E5	5530-24TFD NA PWR CORD (EUED)	\$5,412.79	\$10,825.58	\$19,990.00
6	AL2018009-E6	55XX Stacking Cable 3ft (EUED)	\$209.52	\$1,257.12	\$1,770.00
1	NTRH9236E6	SLR75 Tape Drive	\$2,055.23	\$2,055.23	\$3,475.00
1	NTVW00KA	AS 5300 Server Tech C-10H PDU	\$391.04	\$391.04	\$632.00
2	NTVW00LA	AS 5300 R1.0 Core New Sys SW Pkg	\$2,565.29	\$5,130.58	\$7,292.00
1	NTVW00LC	AS 5300 R1.0 MAS SW Pkg	\$161.99	\$161.99	\$261.00
2	NTVW00LD	AS 5300 IBM x3550 Core Pkg AC	\$6,505.83	\$13,011.66	\$21,022.00
1	NTVW00LF	AS 5300 IBM x3550 MAS Pkg AC	\$6,995.22	\$6,995.22	\$11,299.00
1	NTVW00LM	AS 5300 MAS SeclM Unit	\$61.91	\$61.91	\$100.00
1	NTVW00MU	AS 5300 R1 MAS Key	\$30.95	\$30.95	\$50.00
140	NTVW00NC	AS 5300 Meet Me Audio Port License	\$483.88	\$67,743.20	\$109,340.00
662	NTVW00OW	AS 5300 SIP Std Port Bundle	\$111.43	\$73,766.66	\$119,160.00
1	NTZE19EA	Multimedia Mailbox - Voice 500	\$9,832.48	\$9,832.48	\$32,295.00
5	NTZE07BA	CP (F) 2 Add Fax Channels	\$639.68	\$3,198.40	\$5,400.00
1	NTZE10HB	CP Fax Capability - 20 Users	\$130.51	\$130.51	\$220.00
		<b>Non-GSA Schedule Parts</b>			
1	A0355200	Power Fail Transfer Unit	\$233.22	\$233.22	\$840.00
1	N0193176	Mgate Amphenol RJ45 Adapter	\$50.70	\$50.70	\$125.00
17	NTTK14ABE6	Pwr Cord 9.9ft 11CM 125VA	\$13.10	\$222.70	\$510.00
30	NTYS08AAE6	Expansion Module 1110 Series	\$101.40	\$3,042.00	\$7,500.00
1	NTE95006	SW Pkg 57-BARS-BASIC Alternate	\$0.00	\$0.00	\$0.00
1	NTRH9235E6	17" LCD Monitor	\$265.00	\$265.00	\$685.00
1	NTZE39AB	CP-M1 CS1000M E S/W Integration	\$0.00	\$0.00	\$0.00
1	NTZE4001	Callpilot New Sys (No Charge)	\$0.00	\$0.00	\$0.00
64	NTE907AB	1 Prem Analog Set License R6.0	\$54.08	\$3,461.12	\$8,640.00
48	NTE907CB	1 Prem Digital Set License R6.0	\$54.08	\$2,595.84	\$6,480.00
500	NTE907EB	1 Prem IP Set License R6.0	\$113.00	\$56,500.00	\$140,000.00
54	NTE907HB	1 Prem ACD Agent License R6.0(I0 Incl - Base Pkg)	\$97.34	\$5,256.36	\$12,780.00

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Qty.	Part Number	Non-GSA Schedule Parts (Continued)	Unit Price	Extended Price	MSRP
84	AA1419013-E5	1 PRT 1000 Base-SX SFP (LC)	\$164.27	\$13,798.68	\$33,600.00
500	NTYS05BCE6	IP 1140E Eng Text Kcaps w/o PS	\$295.78	\$147,890.00	\$300,000.00
1	SVM0026	SRS Contract Associated Flag	\$0.00	\$0.00	\$0.00
20	25-3-CX-50-GY	25 Pair Telco F-BL 50 ft Cable	\$49.54	\$990.80	\$71.44
2	40108-719	Double Sided Shelf 19" - Black	\$92.10	\$184.20	\$132.82
1	XCW-1P24-BL/WH	Blue White Cross Connect	\$28.79	\$28.79	\$41.52
5	DP48688TGY	Panduit 48 Port Cat6 Patch Panel	\$427.37	\$2,136.85	\$616.39
1	GB300-C5-KIT	Allentel 300 Pair Mount w/Legs and C5 Connectors	\$67.28	\$67.28	\$97.03
10	77965	Kentrox T-Serv II Basic Stand Alone CSU	\$668.64	\$6,686.40	\$12,000.00
10	77995	Kentrox Power Supply for T-Serv CSU	\$32.50	\$325.00	\$350.00
10	93025151	Kentrox Cable RJ48C (M) to DA15 (F) 25ft	\$78.94	\$789.40	\$850.00
1	193241	Tandberg Codian ISDN GW 3241	\$12,032.80	\$12,032.80	\$17,800.00
1	193241V31D	Codian ISDN GW 3241 Customer Core Service 1 Year	\$1,679.60	\$1,679.60	\$1,700.00
1		Dell Custom Server Option (TM3.2)	\$1,299.00	\$1,299.00	\$1,600.00
2	SR216	16 Port Fast Ethernet Hub	\$61.34	\$122.68	\$196.00
1		Misc Materials, Hardware, Consumables	\$750.00	\$750.00	\$750.00
612	GU4300882	CS1000 Partner Assurance Software Support - 1 Year	9.87	\$6,040.44	\$6,903.36
500	GU4300883	CallPilot Partner Assurance Software Support - 1 Year	6.82	\$3,410.00	\$3,900.00
1	GU4300AN4	AG2000 Base Software Partner Assurance - 1 Year	435.53	\$435.53	\$497.00
2	GU4300AN7	AG2000 Voice Office Lic. Partner Assurance 250 Sets - 1 Year	1549.55	\$3,099.10	\$3,540.00
<b>Total Parts:</b>				<b>\$741,018.22</b>	<b>\$1,388,948.56</b>

**SUPPLEMENTAL PRICING INFORMATION/FULL LISTING OF PBX SWITCH/SYSTEM EQUIPMENT**  
**\*\*See Attached PDF Document\*\***

## COMMERCIAL ITEMS PRICE CERTIFICATION LIST

Part No.	Manufacturer	Description	Qty.	Price
N/A	Dell	Dell Custom Server Option (TM3.2)	1	\$1,299.00
N/A	N/A	Misc Materials, Hardware, Consumables	1	\$750.00
N/A	Nortel	CS1000 V6.0 software	1	\$17,039.68
GU4300AN4	N/A	AG2000 Base Software Partner Assurance - 1 Year	1	\$435.53
GU4300AN7	N/A	AG2000 Voice Office Lic. Partner Assurance 250 Sets - 1 Year	2	\$3,099.10
<b>Total Items for Price Certification</b>				<b>\$22,623.31</b>

**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](mailto: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](mailto: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

**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.
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.

**BILLING INSTRUCTIONS FOR  
LABOR HOUR/TIME AND MATERIALS TYPE 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](mailto: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](mailto: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

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

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

**Format:** Claims shall be submitted in the format depicted on the attached sample form entitled "Voucher/Invoice for Purchases and Services Other than Personal" (see Attachment 1). The sample format is provided for guidance only. The format is not required for submission of a voucher/invoice. Alternate formats are permissible provided all requirements of the billing instructions are addressed.

**Billing of Cost after Expiration of Contract:** If costs are incurred during the contract period and claimed after the contract has expired, you must cite the period during which these costs were incurred. To be considered a proper expiration voucher/invoice, the contractor shall clearly mark it "EXPIRATION VOUCHER" or "EXPIRATION INVOICE".

Final vouchers/invoices 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.