

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

1. REQUISITION NO. HR-09 735
03/23/2009
PAGE 1 OF 25

2. CONTRACT NO. NRC-09-09-735
3. AWARD EFFECTIVE DATE 08-07-2009
4. ORDER NO.
5. SOLICITATION NUMBER RS-09-09 735
6. SOLICITATION ISSUE DATE

7. FOR SOLICITATION INFORMATION CALL
8. NAME Monique B. Williams
9. ISSUING OFFICE
U.S. Nuclear Regulatory Commission
Div. of Contract
Attn:
Mail Stop: TWB-01-B10M
Washington, DC 20555
10. THIS ACQUISITION IS
 UNRESTRICTED OR SET ASIDE FOR:
 SMALL BUSINESS EMERGING SMALL BUSINESS
 HORIZONE SMALL BUSINESS
 SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS 8(A)

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
 SEE SCHEDULE
12. DISCOUNT TERMS
13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)
13b. RATING N/A
14. METHOD OF SOLICITATION
 RFD IFB RFP

15. DELIVER TO
U.S. Nuclear Regulatory Commission
Office of Human Resources
Mail Stop: OJ 217A
Washington DC 20555
16. ADMINISTERED BY
U.S. Nuclear Regulatory Commission
Div. of Contract
Mail Stop: TWB-01-B10M
Washington, DC 20555

17a. CONTRACTOR/OFFEROR CODE 0181936E5 FACILITY CODE
PROJECTWORKS, LLC
6900 ENGLISH MUFFIN WAY STE E
FREDERICK MD 217037141
TELEPHONE NO. (301) 682-4800
17b. PAYMENT WILL BE MADE BY
Department of Interior / NRC
NRCPayments@nrc.gov
Attn: Fiscal Services Branch - 02770
7301 W. Mansfield Avenue
Denver CO 80235-2230

17c. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER
 17d. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 17b UNLESS BLOCK BELOW IS CHECKED
 SEE ADDENDUM

19. ITEM NO.	20. See CONTINUATION Page SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	The Contractor shall provide facilities, technical expertise and management in order to provide complete logistical support for the NRC recruitment events program. The period of performance is one year base period and two one-year option periods. NRC reserves the right not to exercise the option year.				

25. ACCOUNTING AND APPROPRIATION DATA See CONTINUATION Page
9-8415-5C1310, AB407, 252A, 31X0200 - Amt. Obligated: 547,000
9-8415-5C1310, AB401, 252A, 31X0200 - Amt. Obligated: 5202,879
26. TOTAL AWARD AMOUNT (For Gov. Use Only) \$249,879.00

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 52.212-6 IS ATTACHED. ADDENDA ARE ARE NOT ATTACHED.
 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED
29. AWARD OF CONTRACT: REF 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
Jeffrey A. Conrads
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)
JEFFREY A. CONRAD, CEO
30c. DATE SIGNED
8/7/2009
31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)
Monique B. Williams
31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)
Monique B. Williams
Contracting Officer
31c. DATE SIGNED
8/7/2009

AUTHORIZED FOR LOCAL REPRODUCTION PREVIOUS EDITION IS NOT USABLE
STANDARD FORM 1449 (REV. 2/2005)
Prescribed by GSA - FAR (48 CFR) 53.212

SUNSI REVIEW COMPLETE

TEMPLATE - ADM001

AUG 18 2009

ADM002

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SECTION B – SUPPLIES OR SERVICE AND PRICE/COSTS

B.1 PROJECT TITLE

The title of this project is as follows: NRC Recruitment Events Management

B.2 BRIEF DESCRIPTION OF WORK (MAR 1987)

The purpose of this requirement is to obtain logistical support, management, and storage of displays and distribution of inventory to support the NRC's recruitment program. The agency expects to conduct approximately 50-60 events each year to fill approximately 200 open positions and to maintain a presence in the academic and professional community in order to accommodate the NRC's pipeline of future recruits.

B.3 CONSIDERATION AND OBLIGATION--DELIVERY ORDERS (JUN 1988)

(a) The total estimated amount of this contract (ceiling) for the products/services ordered, delivered, and accepted under this contract is \$120,629. The Contracting Officer may unilaterally increase this amount as necessary for orders to be placed with the contractor during the contract period provided such orders are within any maximum ordering limitation prescribed under this contract.

(b) The amount presently obligated with respect to this contract is \$120,629. The Contracting Officer may issue orders for work up to the amount presently obligated. This obligated amount may be unilaterally increased from time to time by the Contracting Officer by written modification to this contract. The obligated amount shall, at no time, exceed the contract ceiling as specified in paragraph a above. When and if the amount(s) paid and payable to the Contractor hereunder shall equal the obligated amount, the Contractor shall not be obligated to continue performance of the work unless and until the Contracting Officer shall increase the amount obligated with respect to this contract. Any work undertaken by the Contractor in excess of the obligated amount specified above is done so at the Contractor's sole risk.

Delivery Orders will be placed using ProjectWorks online computer software, where the customer provides information on where to ship the materials, how, date, and additional special instructions. Then, this system generates a delivery order by which ProjectWorks accesses to initiate the work.

B.4 CONSIDERATION AND OBLIGATION--COST REIMBURSEMENT (JUN 1988)

(a) The total estimated cost to the Government for full performance under this contract is \$129,250.

(b) The amount obligated by the Government with respect to this contract is \$129,250.

B.5 PRICE/COST SCHEDULE

BASE PERIOD: August 7, 2009 through August 6, 2010

CLIN	Description	Qty.	Unit	Estimated Unit Price	Total
0001	Recruitment Events Management – Fixed Price	[REDACTED]	LOT	[REDACTED]	\$40,235.00
0002	Exhibit Logistics Support – Fixed Price	[REDACTED]	Events	[REDACTED]	\$30,444.00
0003	* Event Registration Fees for College Fairs and Professional Meetings (Cost Reimbursable Line Item)	[REDACTED]	Events	[REDACTED]	\$129,250.00
004	Luggage Tag/Sewing Kit	[REDACTED]	each	[REDACTED]	\$8,350.00
005	Ultimate Screen Sweeper with microfiber cleaning surface	[REDACTED]	each	[REDACTED]	\$12,100.00
006	Cell Phone or Business Card Holder	[REDACTED]	each	[REDACTED]	\$5,300.00
007	Hard Hat – Shaped Stress Reliever	[REDACTED]	each	[REDACTED]	\$6,250.00
008	Blue Light Raiden Twist Tip Light-up Pen	[REDACTED]	each	[REDACTED]	\$11,100.00
009	Portable Electronics Case	[REDACTED]	each	[REDACTED]	\$6,850.00

* The Contractor will be reimbursed for actual Event Registration Fees.

TOTAL PRICE FOR BASE YEAR: \$249,879.00

BASE PERIOD: OPTIONAL LINE ITEMS

010	Storage of recruitment displays and materials (Includes Storage of all items Government Furnished Property Section) – Fixed Price	[REDACTED]	month	[REDACTED]	\$7,056.00
011	* Shipping Costs of Recruitment Displays (Cost Reimbursable Line Item)	[REDACTED]	Events	[REDACTED]	\$30,916.20

* The Shipping Costs is a Cost Reimbursable line item. The contractor will be responsible for shipping the recruitment display to and from the events by way of UPS or Federal Express Ground or Priority Overnight. The government will pay up to the rates specified by UPS and Federal Express published shipping rates. The contractor will be reimbursed for actual costs only, with back up documentation/receipts attached to the invoice.

TOTAL PRICE FOR OPTIONAL ITEMS: \$37,972.20

OPTION YEAR 1: August 7, 2010 through August 6, 2011

CLIN	Description	Qty.	Unit	Estimated Unit Price	Total
012	Storage of recruitment displays and materials (Includes Storage of all items Government Furnished Property Section)	[REDACTED]	month	[REDACTED]	\$7,388.24
013	Recruitment Events Management – Fixed Price	[REDACTED]	LOT	[REDACTED]	\$32,240.00
014	* Shipping Costs of Recruitment Displays (Cost Reimbursable Line Item)	[REDACTED]	Events	[REDACTED]	\$27,559.00
015	Exhibit Logistics Support – Fixed Price	[REDACTED]	Events	[REDACTED]	\$24,149.00
016	** Event Registration Fees for College Fairs and Professional Meetings (Cost Reimbursable Line Item)	[REDACTED]	Events	[REDACTED]	\$103,480.00
017	Luggage Tag/Sewing Kit	[REDACTED]	each	[REDACTED]	\$4,600.00
018	Ultimate Screen Sweeper with microfiber cleaning surface	[REDACTED]	each	[REDACTED]	\$6,650.00
019	Cell Phone or Business Card Holder	[REDACTED]	each	[REDACTED]	\$2,925.00
020	Hard Hat – Shaped Stress Reliever	[REDACTED]	each	[REDACTED]	\$3,450.00
021	Blue Light Raiden Twist Tip Light-up Pen	[REDACTED]	each	[REDACTED]	\$6,100.00
022	Portable Electronics Case	[REDACTED]	each	[REDACTED]	\$3,775.00

* The Shipping Costs is a Cost Reimbursable line item. The contractor will be responsible for shipping the recruitment display to and from the events by way of UPS or Federal Express Ground or Priority Overnight. The government will pay up to the rates specified by UPS and Federal Express published shipping rates. The contractor will be reimbursed for actual costs only, with back up documentation/receipts attached to the invoice.

** The Contractor will be reimbursed for actual Event Registration Fees.

TOTAL PRICE OPTION YEAR ONE: \$222,317.00

OPTION YEAR 2: August 7, 2011 through August 6, 2012

CLIN	Description	Qty.	Unit	Estimated Unit Price	Total
023	Storage of recruitment displays and materials (Includes Storage of all items Government Furnished Property Section) – Fixed Price	[REDACTED]	month	[REDACTED]	\$7,631.76
024	Recruitment Events Management – Fixed Price	[REDACTED]	LOT	[REDACTED]	\$33,529.60
025	* Shipping Costs of Recruitment (Cost Reimbursable Line Item)	[REDACTED]	Events	[REDACTED]	\$28,661.32
026	Exhibit Logistics Support – Fixed Price	[REDACTED]	Events	[REDACTED]	\$25,114.75
027	** Event Registration Fees for College Fairs and Professional Meetings (Cost Reimbursable Line Item)	[REDACTED]	Events	[REDACTED]	\$107,619.20
028	Luggage Tag/Sewing Kit	[REDACTED]	each	[REDACTED]	\$5,050.00
029	Ultimate Screen Sweeper with microfiber cleaning surface	[REDACTED]	each	[REDACTED]	\$7,325.00
030	Cell Phone or Business Card Holder	[REDACTED]	each	[REDACTED]	\$3,200.00
031	Hard Hat – Shaped Stress Reliever	[REDACTED]	each	[REDACTED]	\$3,775.00
032	Blue Light Raiden Twist Tip Light-up Pen	[REDACTED]	each	[REDACTED]	\$6,725.00
033	Portable Electronics Case	[REDACTED]	each	[REDACTED]	\$4,150.00

* The Shipping Costs is a Cost Reimbursable line item. The contractor will be responsible for shipping the recruitment display to and from the events by way of UPS or Federal Express Ground or Priority Overnight. The government will pay up to the rates specified by UPS and Federal Express published shipping rates. The contractor will be reimbursed for actual costs only, with back up documentation/receipts attached to the invoice.

** The Contractor will be reimbursed for actual Event Registration Fees.

TOTAL PRICE OPTION YEAR TWO: \$232,782.00
TOTAL CONTRACT PRICE BASE YEAR AND OPTIONS: \$742,950.20

SECTION C – TERMS AND CONDITIONS

C.1 52.217-7 OPTION FOR INCREASED QUANTITY – SEPARATELY PRICED LINE ITEM (MAR 1989)

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

C.2 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days.

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

(a) The Government may extend the term of this contract by written notice to the Contractor within 60 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed one (1) year.

C.4 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.).

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

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

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

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

C.6 DURATION OF CONTRACT PERIOD (MAR 1987) ALTERNATE 2 (MAR 1987)

This contract shall commence on August 7, 2009 and will expire on August 2, 2010. The term of this contract may be extended at the option of the Government for an additional two (2) years.

C.7 ORDERING PROCEDURES (MAY 1991)

(a) In addition to the contracting officer, contract administrator, and project officer, the following individuals are authorized to issue delivery orders under this contract:

- Kimberly English

(b) All delivery orders shall be prepared in accordance with FAR 16.506 and may be issued in writing, orally, or by written telecommunications.

C.8 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm Fixed Price contract resulting from this solicitation.

C.9 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions 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. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

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

C.10 2052.215-70 KEY PERSONNEL (JAN 1993)

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



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

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

(c) Each request for approval of substitutions must be in writing and contain a detailed explanation of the circumstances necessitating the proposed substitutions. The request must also contain a complete resume for the proposed substitute and other information requested or needed by the contracting officer to evaluate the

proposed substitution. The contracting officer and the project officer shall evaluate the contractor's request and the contracting officer shall promptly notify the contractor of his or her decision in writing.

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

C.11 PROJECT OFFICER AUTHORITY ALTERNATE 2 (FEBRUARY 2004)

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

Name: Susan Salter

Address: U.S. Nuclear Regulatory Commission
Office of Human Resources, O3E17A
Washington, DC 20555-0001

Telephone Number: (301) 415-3901

(b) The project officer shall:

(1) Place delivery orders for items required under this contract up to the amount obligated on the contract award document.

(2) Monitor contractor performance and recommend changes in requirements to the contracting officer.

(3) Inspect and accept products/services provided under the contract.

(4) Review all contractor invoices/vouchers requesting payment for products/services provided under the contract and make recommendations for approval, disapproval, or suspension.

(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.

(c) The project officer may not make changes to the express terms and conditions of this contract.

C.12 GOVERNMENT FURNISHED EQUIPMENT/PROPERTY (JANUARY 2001)

(a) The NRC will provide the contractor with the following items for use under this contract:

1. One 20-foot display with two kiosks with DVD monitors (Nomadic Design Display Model DL3064 or comparable)
2. Two 10-foot displays with two kiosks with DVD monitors (Nomadic Design Display Model DL3064 or comparable)
3. Seven table top displays (24" x 50" x 12") (Sirius Frame System or comparable)

4. Five two-sided pop up displays (7' x 40") (Nomadic Sign Line or comparable)
5. Three retractable banner stand displays (37"w x 41/2"h)
6. Six literature racks in one box (20" x 10" x 15")
7. Seventy six boxes of recruitment brochures (21" x 16" x 18 1/2")
8. Fifty nine boxes of promotional items (20" x 14" x 18")

The NRC Project Officer will provide Contractor with the requested recruitment events the NRC is has approved for participation.

(b) The above listed equipment/property is hereby transferred from contract/agreement .

(c) Only the equipment/property listed above in the quantities shown will be provided by the Government. The contractor shall be responsible and accountable for all Government property provided under this contract and shall comply with the provisions of the FAR Government Property Clause under this contract and FAR Subpart 45.5, as in effect on the date of this contract. The contractor shall investigate and provide written notification to the NRC Contracting Officer (CO) and the NRC Division of Facilities and Security, Physical Security Branch of all cases of loss, damage, or destruction of Government property in its possession or control not later than 24 hours after discovery. The contractor must report stolen Government property to the local police and a copy of the police report must be provided to the CO and to the Division of Facilities and Security, Physical Security Branch.

(d) All other equipment/property required in performance of the contract shall be furnished by the Contractor.

D. 1 DELIVERY SCHEDULE AND REPORTS

DELIVERY SCHEDULE

Requirements	Scheduled Completion	Deliverables
Provide draft of NRC recruitment exhibit schedule	2 weeks after contract award	Draft NRC recruitment exhibit schedule
Provide updates to NRC recruitment exhibit schedule calendar once a week	3 weeks from contract award then every Wednesday thereafter	Updated recruitment exhibit schedule
Provide designated NRC Human Resources and NRC technical recruiters logistics for recruitment event	At least one month prior to designated recruiters event	Recruitment events logistical information in an electronic format (email)
Provide a cost breakdown report of related recruitment event expenses	4 weeks from contract award then bi weekly thereafter	Cost breakdown report for recruitment event expenses
Monthly Progress report noting problems encountered , recommendations for improvement, current recruitment exhibit schedule and current inventory list	4 weeks after contract award and monthly thereafter	Monthly progress report
Draft annual progress report	Within 12 months of contract award	Annual progress report
Draft and Final report. Report will contain recommendations based on contract activities, completed exhibit schedule and current inventory list	No later than 4 weeks before contract expiration date for draft and 2 weeks prior to completion of contract for final report	Draft and final report
Transition Plan (if necessary). Plan will provide activities and delivery dates to successor Contractor.	4 weeks before contract expiration	Executed transition plan

Pre-Event Planning Document – The PO will provide Contractor with a list of NRC recruiters attending the event to staff the exhibit booth. The Contractor shall prepare a pre-meeting planning trip document that includes all event logistical details such as event name, location, exhibit dates, exhibit times, list of inventory to expect and tracking information, return shipping information, details on labor secured, electricity or internet service purchased if applicable, list of NRC staff who will be staffing the booth, and Contractor point of contact for after hours emergencies. This report should be in an electronic format and forwarded to NRC recruiters attending event at a minimum of one month prior to recruitment event.

Post-Event Report - The Contractor shall prepare a post-meeting report which must include name of event, location, dates, NRC recruiters assigned to attend, identify exhibit display used, and a breakdown of all costs associated with event. Costs should include but are not limited to registration costs, additional booth space costs, shipping and handling, labor services, electricity, internet service, booth furniture and carpeting. These will be reported on a bi weekly basis to the PO.

REPORTS AND OTHER INFORMATION REQUIREMENTS:

The following reports shall be prepared and submitted to the PO in accordance with delivery schedule stated herein.

A. Recruitment Schedule – Including name of event, dates of event, names of recruiters attending (human resources and agency technical recruiters) type of event and disciplines targeted if known. This includes college career fairs, professional conferences and speaking engagements.

B. Pre-Event Report for NRC Recruiters – Including event logistical details such as event name, location, exhibit dates, exhibit times, list of inventory to expect and tracking information, return shipping information, details on labor secured, electricity or internet service purchased if applicable, list of NRC staff who will be staffing the booth, and Contractor point of contact for after hours emergencies.

C. Post-Event Report – Including information contained in Pre-Event Report, identify exhibit display used, and a breakdown of all costs associated with event. Costs should include but are not limited to registration costs, additional booth space costs, shipping and handling, labor services, electricity, internet service, booth furniture and carpeting.

D. Monthly Progress Report – Including the recruitment event schedule and problems encountered during the month and solutions to prevent similar problems in the future.

E. Annual Report – Including recruitment event schedule and post event report data and suggestions for attendance in same or different events in the future.

F. Final Report – Including recap of contract events, copy of final post event report to include cumulative totals for all recruitment event associated costs.

SECTION E - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

1. Attachment I – Statement of Work
2. Attachment II - Fixed Price Billing Instructions

STATEMENT OF WORK NRC RECRUITMENT EVENTS MANAGEMENT

1.0 GENERAL

1.1 BACKGROUND

The Nuclear Regulatory Commission's (NRC) mission is to regulate the Nation's civilian use of byproduct, source, and special nuclear materials to ensure the adequate protection of public health and safety, to promote the common defense and security, and to protect the environment.

The NRC workforce possesses detailed knowledge and specialized technical skills that enable the agency to fulfill its mission. To maintain this expertise and respond to emerging needs resulting from increased interest in nuclear power, the NRC will need to ensure an adequate number of qualified candidates to fill positions. An important component of the Agency's recruitment strategy is to maintain a presence in the academic and professional communities through participation in career fairs and conferences. As competition increases for qualified individuals to serve as technical staff for both the NRC and the industry, these activities will help to brand the agency as an employer of choice and ensure an adequate pool of qualified candidates are available to fill current and future human capital needs. We are currently targeting the following fields for aggressive recruitment:

- engineering (nuclear, mechanical, structural, fire protection, electrical, geotechnical)
- environmental sciences
- thermal hydraulics
- nuclear physics and health physics
- security (physical protection, cyber, and network)
- risk assessment
- digital instrumentation and control
- seismology, volcanologist, geology, hydrology

1.2 OBJECTIVE

The purpose of this acquisition is to obtain logistical support, management of displays, and storage and distribution of inventory to support the NRC's recruitment program. The agency expects to conduct approximately 50-60 events each year to fill approximately 200 open positions and to maintain a presence in the academic and professional community in order to accommodate our demand of future recruits.

2. SCOPE OF WORK

The Contractor shall provide facilities, technical expertise and management in order to provide complete logistical support for the NRC recruitment events program. This includes securing booth space and other exhibit support services (electricity, equipment, labor, etc.) at the events; managing inventory; imprinting various exhibit items such as pens, luggage tags, etc. which are designed to attract individuals to booth and provide a takeaway with the agency website; storing and shipping of recruitment displays and recruitment materials to the exhibits; and maintenance of exhibit structures.

- A. The contractor shall provide full service recruitment event support specified herein to assist the NRC obtain sufficient job applicants for Agency positions throughout the performance period.

B. The contractor shall be available throughout the performance period to discuss any recruitment event issues or concerns with the Project Officer or other NRC authorized representatives.

TASK 2.1 - EXHIBIT LOGISTICS SUPPORT

2.1.2 Registering for Events. The NRC will provide Contractor with a list of recruitment events the agency will participate in. The Contractor shall obtain information on the events from the event sponsors and register the NRC for these events, including selecting and arranging for premium space, and handling all logistics (including but not limited to ordering and arranging for furniture, booth accessories and equipment, and power requirements). The Contractor will confer with the PO on equipment or accessories to be ordered for each event. The Contractor shall pay any and all exhibit and other fees, including any charges for exhibit set up and take down of the exhibit that may be necessary. The Contractor will arrange for publications, promotional items, and exhibit return or forwarding to another event at the close of the meeting, and pay costs of transporting exhibit displays and materials to and from each meeting. Occasionally, last-minute recruitment events are added to the schedule. If an event is added to the recruitment schedule with less than five days notice, the Contractor will expedite the normal process and make sure that the display and materials are received at the event on time. *For purposes of estimation, the Contractor should assume that the agency will participate in 25 college career fairs and 25 professional meetings.*

Standard: Contractor shall have no more than 2 instances in a quarterly period of delays of displays, equipment reaching the event.

Method of Surveillance: Project Officer will monitor this by feedback received from recruiters attending the events.

Invoice Deductions: If as a result of contractor non-performance in this area, 2% will be deducted from the contractor's invoice for this particular event.

Pre-Event Report for NRC Recruiters – Including event logistical details such as event name, location, exhibit dates, exhibit times, list of inventory to expect and tracking information, return shipping information, details on labor secured, electricity or internet service purchased if applicable, list of NRC staff who will be staffing the booth, and Contractor point of contact for after hours emergencies.

2.1.3 Shipping Displays and Materials - The Contractor shall confer with the PO on appropriate exhibit displays, and type and quantity of materials and promotional items to send to each meeting and shall box, pack, or crate the approved publications and materials to ensure timely, damage-free arrival. The Contractor shall ship the publications to the point of contact provided by meeting organizers and/or PO and confirm their arrival prior to the meeting.

The Contractor shall ensure that the recruitment displays and materials reach their destinations within the deadlines required for each recruitment event by using a tracking mechanism. Delivery of all outbound and inbound shipments must be verified and reported by providing an email with the tracking number for each shipment to the PO. The Contractor shall be required to track lost or misplaced shipments and arrange shipment after each event to ensure the materials are returned to storage facility in a timely manner to be sent to future events. If any recruitment displays are temporarily lost in transit during shipment, the contractor will vigorously track down and resolve the matter. The Contractor shall be prepared to provide additional staffing during busy periods which require rapid turnaround times to prepare and coordinate shipping of materials. The Contractor must immediately correct any errors at no additional cost to the Government unless authorized by the Contracting Officer.

All shipping must be done using approved (licensed and bonded) carriers. The type of shipping varies with demand for the displays, from priority overnight to standard ground. Shipping must be arranged in accordance with any and all requirements set forth by the sponsoring organization or its' exhibit service company and must comply with stated labor and union rules for the region in which the event takes place. All shipping costs of the displays and promotional materials shall be paid by the Contractor.

Recruitment materials returned to the warehouse after recruitment events should be opened and used to restock inventory for future use providing the returned items are in good condition. These items should be counted and be tracked in order to assist determining future quantities shipped to annual events.

Standard: Contractor shall have no more than 2 instances in a quarterly period of delays of displays, equipment reaching the event.

Method of Surveillance: Project Officer will monitor this by feedback received from recruiters attending the events.

Invoice Deductions: If as a result of contractor non-performance in this area, 2% will be deducted from the contractor's invoice for this particular event.

2.1.6 Speaking Engagements - The Contractor will also support Agency employees' participation in events or speaking engagements by supplying NRC materials and exhibits when requested by the PO. *For purposes of estimation, the Contractor should assume that the agency will participate in 10 speaking engagements.*

2.2 EXHIBIT MAINTENANCE

At the beginning of the contract, and when exhibit displays are returned after each event, the Contractor shall evaluate the physical condition of the NRC exhibit structures and make recommendations to the PO for maintenance, and repair. The Contractor shall complete all repairs and replacements upon PO's request. *For purposes of estimation, please see Section 2.6 GOVERNMENT FURNISHED PROPERTY/INFORMATION. The exhibits were produced in the fall of 2007.*

2.3 INVENTORY MANAGEMENT

2.3.1 Inventory Controls - The Contractor shall implement an electronic inventory control system to manage the receipt, storage, and distribution of materials for all NRC recruitment events. This includes events at college career fairs, professional conferences, industry-related career fairs, and speaking engagements. The Contractor will make available and accessible to the PO a current materials inventory. The Contractor shall include a summary of materials receipt and distribution in all monthly and annual reports.

2.3.2 Receipt and Storage of Materials - The Contractor shall store all NRC Exhibit Displays and equipment, printed materials and promotional items in a covered, temperature-controlled environment on a shelving system designed to prevent damage (i.e. crushing). Contractor shall maintain and update an inventory control system to order, receive, ship and manage NRC publications, collateral and exhibit structures and to maintain accurate information on inventory needs and anticipated needs. Contractor shall notify PO when recruitment brochure stock goes below 1,000 each and when the recruitment promotional items go below 500 each.

Contractor will receive notice from the PO prior to the delivery of new printed publications and materials. However, the NRC will require the Contractor to be prepared at all times (during Contractor's normal business hours) to receive materials without prior notice. Upon delivery, the Contractor shall receive, unload, sort, record, inventory, and warehouse new and reprinted

publications and promotional items in a timely fashion, allowing for future access. The Contractor shall verify the quality and accuracy of the delivery ticket and report to PO any quality problems or discrepancies between the numbers of materials expected and the actual shipment received. The Contractor shall enter all information about the item in the inventory control system. The Contractor shall notify the PO by e-mail when new materials arrive and shall send 10 copies of each item to the PO within five days of receipt of materials, unless otherwise requested.

On an annual basis, the Contractor shall hand count and verify the number of materials currently held in the inventory, and reconcile the physical count with the inventory control system and reports. The PO shall be notified when the reconciled inventory report is available. This information must be incorporated into the annual report. *For purposes of estimation, Section 2.6 GOVERNMENT FURNISHED PROPERTY/INFORMATION.*

2.3.3 Archives Inventory - The Contractor shall receive, from time to time, NRC archival files for maintenance and storage. These are internal files of historical publications, artwork, and audiovisual materials. They will not be used for distribution. However, NRC staff members may require location of these materials from the archives. *For purposes of estimation the Contractor should expect to maintain 5 boxes of archived materials and we expect to add one box each year of the contract. (21" x 16" x 18½")*

2.4 PROMOTIONAL ITEMS

The Contractor shall confer with the PO to identify promotional items to use at recruitment events in order to attract individuals to the booth and to serve as a takeaway that includes NRC information for future reference. Once the items are identified, the Contractor will order and pay for items including having those items imprinted with the NRC logo, web site and, if appropriate, tag line. The Contractor will receive, store and ship these items to recruitment events or speaking engagements. *For purposes of estimation, a list of sample items is included as Attachment 1.*

2.5 GOVERNMENT FURNISHED PROPERTY/INFORMATION

A. The PO will provide Contractor with the requested recruitment events the NRC is has approved for participation.

B. The NRC will provide Contractor with the following Exhibit Displays and Materials

1. One 20-foot display with two kiosks with DVD monitors (Nomadic Design Display Model DL3064 or comparable)
2. Two 10-foot displays with two kiosks with DVD monitors (Nomadic Design Display Model DL3064 or comparable)
3. Seven table top displays (24" x 50" x 12") (Sirius Frame System or comparable)
4. Five two-sided pop up displays (7' x 40") (Nomadic Sign Line or comparable)
5. Three retractable banner stand displays (37"w x 41/2"h)
6. Six literature racks in one box (20" x 10" x15")
7. Seventy six boxes of recruitment brochures (21" x 16" x 18 ½")
8. Fifty nine boxes of promotional items (20" x 14" x 18")

3.0 ADDITIONAL SERVICES

Additional services, if required by the Government will be negotiated separately and a supplemental modification to the contract will be issued based on the negotiated terms and amount.

4.0 VENDOR COSTS

A. The Contractor shall obtain the best possible cost for participating in the recruitment events, shipping and promotional items under this contract.

B. The NRC will ONLY reimburse the Contractor for actual costs for booth space, events logistics (electricity, furniture, etc.) shipping, and promotional items ordered in accordance with the approved recruitment schedule, exhibit structure repair and costs approved in advance by the PO. However, the Government shall not be invoiced for these items until the order is completed and the vendors provide written proof of completion. All monthly billings for reimbursement of these costs shall be submitted to the Government along with a copy of the substantiating vendor billing which has been certified by the Contractor as being true and accurate.

C. COMMISSIONABLE MEDIA - In instances where these services purchased by the Contractor allow a commission for the Contractor, the commission shall be credited to the Government as a cost reduction and shall be listed as a separate item on the invoice reflecting a reduced amount.

D. CREDITS - The applicable portion of any income, rebate, allowance, or other credit relating to any allowable cost and received by or accruing to the Contractor or any assignee under this contract shall be credited to the Government as a cost reduction and shall be reflected as a separate item on the invoice reflecting a reduced amount.

5.0 QUALITY ASSURANCE

The PO will monitor the performance of the Contractor through discussions with the Contractor, review of required reports, discussion with NRC recruiters attending events, and direct observation of the Contractor's performance. The PO will assess the performance of the contractor in accordance with the performance standards set forth in the quality assurance plan.

PLACE OF PERFORMANCE

The contractor shall work primarily from their own facility. However, meetings with NRC officials will be at the NRC offices in Rockville, MD. Travel to the NRC offices shall be at no cost to the NRC. It is anticipated that at least 4 face-to-face meetings with NRC officials will be necessary annually.

NOTE: Office locations and the number of face-to-face meetings are subject to change.

BILLING INSTRUCTIONS FOR
FIXED PRICE CONTRACTS (JUNE 2008)

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

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

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

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

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

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

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

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

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

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

HAND-CARRIED SUBMISSIONS WILL NOT BE ACCEPTED

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.