

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

1. REQUEST NUMBER  
33-10-072

PAGE 1 OF  
14

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE 07-28-2010	4. ORDER NO. NRC-DR-33-10-372	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
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7. FOR SOLICITATION INFORMATION CALL: a. NAME Dominique Malone	b. TELEPHONE NO. (No Collect Calls) (301)492-3613	8. OFFER DUE DATE/LOCAL TIME
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9. ISSUED BY U.S. Nuclear Regulatory Commission Div. of Contracts Attn: Dominique Malone Mail Stop: TWB-01-B10M Washington, DC 20555	CODE 3100	10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> EMERGING SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input checked="" type="checkbox"/> 8(A)
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11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS	13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>	13b. RATING N/A	14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP
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15. DELIVER TO Patricia Eng  Washington DC 20555	CODE	16. ADMINISTERED BY U.S. Nuclear Regulatory Commission Div. of Contracts Mail Stop: TWB-01-B10M  Washington, DC 20555	CODE 3100
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17a. CONTRACTOR/OFFEROR WEBWORLD TECHNOLOGIES, INC. WEBWORLD TECHNOLOGIES  215 N WASHINGTON AVE  CLEARWATER FL 337554626 TELEPHONE NO.	CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY Department of Interior / NBC NRCPayments@nbc.gov Attn: Fiscal Services Branch - D2770 7301 W. Mansfield Avenue Denver CO 80235-2230	CODE 3100
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<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER	<input type="checkbox"/> 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM
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19. ITEM NO.	20. See CONTINUATION Page 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) with the services described in the Statement of Work under the terms and conditions of this purchase order.</p> <p>CONTRACTOR DUNS#: 957461023</p> <p>Period of Performance: July 28, 2010 - April 27 2011.</p> <p>TYPE OF CONTRACT: Firm Fixed Price (FFP)</p> <p>PROJECT TITLE: Proof of concept for SharePoint/Tomoyo Ecco.</p> <p>TOTAL OBLIGATION: \$25,000, SBA Requirement #0455/10/007582/01</p> <p>(Use Reverse and/or Attach Additional Sheets as Necessary)</p>				

25. ACCOUNTING AND APPROPRIATION DATA \$5,000 B&R 0-8415-5C1337 JCP8406 BOC 252A Appr#31X0200.101 \$20,000 B&R 010-15-5FI-32 JCP8406 BOC 252A Appr#31X0200.100 Obligatee: \$25,000	See CONTINUATION Page	26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$25,000
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<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA	<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.
<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA	<input type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED

<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 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	<input type="checkbox"/> 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:
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30a. SIGNATURE OF OFFEROR/CONTRACTOR <i>Cindy Ford</i>	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) <i>[Signature]</i>
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) Cindy Ford - President	31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Heriberto Colon
30c. DATE SIGNED July 27, 2010	31c. DATE SIGNED 7/28/10

**A.3 PRICE/COST SCHEDULE**

Contract Line Item Number (CLIN)	Description of Services	Unit	Price	Quantity	Total
CLIN 0001	Proof of Concept for SharePoint/Tomoye Ecco Interface	Job			
SubCLIN 0001AA	1. Project Management Plan in a format that is readable by Microsoft Word 2003 or later Version  2. System Requirements Specification document	Job	[REDACTED]	[REDACTED]	[REDACTED]
SubCLIN 0001AB	3. Onsite demonstration of collaborative software capabilities as cited above  4. User Guide for functional capabilities	Job	[REDACTED]	[REDACTED]	[REDACTED]

## **A.4 Background / Objective / Work Requirements / Deliverables / Reporting**

### **Background**

Tomoye Ecco has been adopted as the standard for knowledge management software at the NRC, providing the ability to capture documents as well as structured and unstructured content. Currently, the NRC uses Microsoft Office SharePoint Server 2007 as an Intranet portal to capture knowledge, contextual information and documents in an environment that allows collaboration. Integration of the Tomoye Ecco and SharePoint systems will offer multiple points of navigation to knowledge artifacts and facilitate the continued use of the NRC Intranet portal while promoting adoption of Tomoye Ecco for knowledge management.

### **Objective**

The objective of this acquisition is to acquire demonstration of a proof of concept to investigate the capabilities of Tomoye Ecco knowledge management software and Microsoft Office SharePoint Server 2007 software. The proof of concept demonstration relates to sharing and linking data, including structure and unstructured content, allowing cross-platform searches, and providing multiple points of navigation to information within the U.S. Nuclear Regulatory Commission (NRC) enterprise to include its Intranet website, SharePoint Intranet portal and Tomoye Ecco knowledge management portal. This potential application is to facilitate staff processes and procedures within NRC, both technical and non-technical in nature.

### **Scope of Work**

Independently and not as an agent of the government the Contractor shall:

1. Demonstrate a proof of concept for the Tomoye ECCO and Share Point software system as detailed in Task 2 below:
2. Provide assistance to staff in applying said functionality to existing and new NRC knowledge capture and transfer efforts.

### **Statement of Work and Deliverables**

The Contractor shall investigate, develop and implement software capabilities to determine whether Tomoye Ecco, in concert with Microsoft Office SharePoint Server 2007 (MOSS 2007) may be successfully integrated to enhance agency knowledge capture and transfer efforts. The Contractor shall investigate the following items with the final details to be specified during the requirements phase by the NRC:

- 1) Develop a method to filter RSS feeds which filters Tomoye Ecco community data provided by RSS (Real Simple Syndication) feeds using keywords from the taxonomy provided by Tomoye Ecco's RSS feed mechanism.
- 2) Search capabilities that envelope both MOSS 2007 content as well as Tomoye Ecco community content
- 3) A Tomoye Ecco Wiki- like feature that provides electronic access to authoritative information and resources in a narrative context using content in Tomoye Ecco, MOSS 2007, and on the NRC Internal Intranet Website.

The NRC Project Officer (PO) will provide all permissions and access required by the contractor in order for the development to occur. The maintenance and support such as backups, applying security patches, and server upgrades of the MOSS 2007 and Tomoye Ecco servers are not within the scope of the work since the support service for MOSS 2007 and Tomoye Ecco is already provided by the Office of Information Services (OIS) at NRC. The Contractor shall perform the following tasks:

### **Task 1 Project Management Plan, Project Schedule and System Requirements (Firm-Fixed-Price Contract)**

The Contractor shall provide a Project Management which describes the approach to the development of the Tomoye Ecco and SharePoint integration. The Project Management Plan shall show tasking and sub-tasking, milestones, labor category and/or staff assigned and the project number of hours estimated to complete each task/subtask. The Contractor shall maintain this schedule so that it is readable by Microsoft Project 2003 or later version. The Contractor shall update that schedule on at least a monthly basis for the duration of the task.

#### **Task 1 Deliverables**

Project Management Plan in a format that is readable by Microsoft Word 2003 or later version.

### **Task 2 Develop Tomoye Ecco/SharePoint Integration Capabilities**

The Contractor shall develop and identify the combined Tomoye/SharePoint software collaborative capabilities for use in sharing knowledge, including as a minimum:

- A SharePoint Web Part which filters Tomoye Ecco community data provided by RSS (Real Simple Syndication) feeds using keywords from the taxonomy provided by Tomoye Ecco's RSS feed mechanism.
- Search capabilities that envelope both MOSS 2007 content as well as Tomoye Ecco community content
- A Tomoye Ecco Wiki which allows the capability to include hyperlinks within postings that may target Tomoye Ecco content, MOSS 2007 content and NRC Internal Intranet Website content
- Onsite presentation to the NRC PO and their designees

#### **Task 2 Deliverables**

Onsite demonstration of collaborative software capabilities as cited above.

Demonstration of functional capabilities as cited above in a pilot project to combine information residing in SharePoint with information and a community of practice residing in Tomoye.

### **Task 3 System Requirements**

The Contractor shall provide a System Requirements Specification document (see template provided in Attachment 2 to this Statement of Work) and a user guide for those capabilities that are fully functional upon completion of the demonstration of the capabilities cited under Task 2.

#### **Deliverables**

- System Requirements Specification document
- User Guide for functional capabilities

## Oral Briefing and Participation in Meetings

- Contractor personnel shall attend and participate in regularly bi-weekly scheduled staff, planning, and status meetings with the NRC PO at one of the NRC HQ facilities as requested. Upon request, the Contractor shall prepare and present oral briefings to the NRC PO on progress of work and bring to light any risks that could impact the progress of the contractor's deliverables.

## Schedule of Deliverables

<u>Deliverables</u>	<u>Due Date</u>
Project Schedule	1 week after Kick-Off Meeting
Project Management Plan	2 weeks after Task Order startup and updated monthly thereafter
System Requirements Specification written description of Capabilities	Date TBD by NRC and input into finalized project management plan
Onsite presentation	Date TBD by NRC and input into finalized project management plan

Any changes in schedule shall be reviewed and approved by the NRC Project Officer. The contractor shall provide a justification for the change in schedule along with an updated Project Schedule.

## Review and Approval of Deliverables

The NRC PO shall have ten (10) work days to review draft deliverables. The NRC shall make changes electronically to all draft documents utilizing the "track changes" function in Microsoft Word 2003 or higher. If the NRC PO requires changes, the NRC PO will notify the Contractor in writing accordingly and the Contractor shall have five (5) work days to make appropriate revisions and provide a revised deliverable to the NRC PO. The NRC PO intends to provide written approval of all final deliverables. If the Contractor does not receive a written response from the NRC PO within 10 business days of submission of an initial or revised deliverable to the NRC PO, then the Contractor may assume that the NRC PO accepted the deliverable.

## Reporting Requirement

The contractor shall provide a Monthly Status Report to the NRC by the 15th day of each month. Each monthly report shall include the contract/order number, task number; the period of time covered by the report; a summary of the work performed during the reporting period by each individual assigned to work on the project along with the number of hours worked; including appropriate statistics and plans for the next reporting period; problems encountered and the proposed corrective action; analysis of the impact on other tasks within the scope of the contract/order; and a status of expenditures under the contract/order for the reporting period, cumulative expenditures to date, funds obligated to date and amount of unliquidated funds remaining on the contract/order.

## **A.4.1 Supporting Information**

### **Travel**

Contractor travel shall be limited to local travel within the Washington DC Metro area among the NRC HQ facilities as necessary. The Contracting Officer will not reimburse travel expenses will not be reimbursed.

### **Place of Performance**

Place of performance shall be at NRC Headquarters located in Bethesda, MD.

### **Period of Performance**

The period of performance is from July 28, 2010 to April 27, 2011.

### **Proprietary Information**

All information and documents made available to the contractor during the course of this contract are deemed for official use only and shall not be released, disclosed, or copied without the prior written approval of the NRC Project Officer.

### **Additional Information**

- The maintenance and support such as backups, applying security patches, and server upgrades of the MOSS 2007 server and Tomoye Ecco are not within the scope of the work since the support service for MOSS 2007 and Tomoye Ecco is already provided by the Office of Information Services (OIS) at NRC.
- The NRC will provide a software development environment for contractor use
- Any custom software artifacts will be reviewed in a timeframe allowing for production deployment within 6 months from the start of this contract which is July 28, 2010.

## ADDITIONAL SIMPLIFIED ACQUISITION TERMS AND CONDITIONS

### A.5 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (FEB 2010)

(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, 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)).

(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 (AUG 2009) (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) 52.222-54, 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.)
- (27)(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.)
- (28) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).

(29)(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.

(30) 52.225-1, Buy American Act--Supplies (FEB 2009) (41 U.S.C. 10a-10d).

(31)(i) 52.225-3, Buy American Act--Free Trade Agreements-- Israeli Trade Act (JUN 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53 and 109-169, 109-283, and 110-138).

(ii) Alternate I (Jan 2004) of 52.225-3.

(iii) Alternate II (Jan 2004) of 52.225-3.

(32) 52.225-5, Trade Agreements (AUG 2009) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

(33) 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).

(34) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

(35) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

(36) 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)).

(37) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

(38) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

(39) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

(40) 52.232-36, Payment by Third Party (FEB 2010) (31 U.S.C. 3332).

(41) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

(42)(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) (Sep 2009) (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 (Sep 2009) (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) [Removed and reserved]

(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 Donation 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.

## A.6 NOTICE LISTING CLAUSES INCORPORATED BY REFERENCE

The following clauses are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" contained in this document. FAR 52.252-2 contains the internet address for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
52.213-3	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.213-3	NOTICE TO SUPPLIER	APR 1984
52.219-11	SPECIAL 8(A) CONTRACT CONDITIONS	FEB 1990
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN 2008
52.233-1	DISPUTES	JUL 2002
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004

## 52.219-12 SPECIAL 8(A) SUBCONTRACT CONDITIONS (FEB 1990)

(a) The Small Business Administration (SBA) has entered into Contract No. NRC-DR-33-10-372 with the Nuclear Regulatory Commission to furnish the supplies or services as described therein. A copy of the contract is attached hereto and made a part hereof.

(b) The WEBWORLD TECHNOLOGIES, INC. hereafter referred to as the subcontractor, agrees and acknowledges as follows:

(1) That it will, for and on behalf of the SBA, fulfill and perform all of the requirements of Contract No. NRC-DR-33-10-372 for the consideration stated therein and that it has read and is familiar with each and every part of the contract.

(2) That the SBA has delegated responsibility, except for novation agreements and advance payments, for the administration of this subcontract to the Nuclear Regulatory Commission with complete authority to take any action on behalf of the Government under the terms and conditions of this subcontract.

(3) 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 designated Contracting Officer of the Nuclear Regulatory Commission.

(4) That it will notify the Nuclear Regulatory Commission Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

(c) Payments, including any progress payments under this subcontract, will be made directly to the subcontractor by the Nuclear Regulatory Commission.

### A.7 NRC Acquisition Clauses - (NRCAR) 48 CFR Ch. 20

2052.209-72            CONTRACTOR ORGANIZATIONAL CONFLICTS OF    JAN 1993  
INTEREST

### A.8 Other Applicable Clauses

See Addendum for the following in full text (if checked)

52.216-18, Ordering

52.216-19, Order Limitations

52.216-22, Indefinite Quantity

52.217-6, Option for Increased Quantity

52.217-7, Option for Increased Quantity Separately Priced Line Item

52.217-8, Option to Extend Services

52.217-9, Option to Extend the Term of the Contract

## **A.9 SEAT BELTS**

Contractors, subcontractors, and grantees, are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.

## **A.10 Compliance with U.S. Immigration Laws and Regulations**

NRC contractors are responsible to ensure that their alien personnel are not in violation of United States Immigration and Naturalization (INS) laws and regulations, including employment authorization documents and visa requirements. Each alien employee of the Contractor must be lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card Form 1-151 or must present other evidence from the Immigration and Naturalization Services that employment will not affect his/her immigration status. The INS Office of Business Liaison (OBL) provides information to contractors to help them understand the employment eligibility verification process for non-US citizens. This information can be found on the INS website, <http://www.ins.usdoj.gov/graphics/services/employerinfo/index.htm#obl>.

The NRC reserves the right to deny or withdraw Contractor use or access to NRC facilities or its equipment/services, and/or take any number of contract administrative actions (e.g., disallow costs, terminate for cause) should the Contractor violate the Contractor's responsibility under this clause.

(End of Clause)

## **A.11 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.

## A.12 SECTION 508 COMPLIANCE

All electronic and information technology (EIT) procured through this contract must meet the applicable accessibility standards at 36 CFR 1194, unless an agency exception to this requirement exists. (36 CFR 1194 implements Section 508 of the Rehabilitation Act of 1973, as amended, and is viewable at: <http://www.access-board.gov/sec508/standards.htm>)

The following standards have been determined to be applicable to this contract:

<b>Software</b>		
Operating Systems	1194.21	
Application Software	1194.21	

The standards do not require the installation of specific accessibility-related software or the attachment of an assistive technology device, but merely require that the EIT be compatible with such software and devices so that it can be made accessible, without significant alteration, if so required by the NRC in the future.

Within five (5) days of product delivery, the Contractor shall denote, in a comprehensive specific list, all offered EIT products (supplies and services) that fully comply with Section 508, with full details and evidence or verification of compliance. The Contractor shall ensure that all EIT products that are less than fully compliant are offered pursuant to extensive market research, which ensures that they are the most compliant products and services available to satisfy this contract's requirements.

If the NRC determines any furnished product or service is not in compliance with the contract, the Contracting Officer (CO) will promptly inform the Contractor in writing. The Contractor shall, without charge to the NRC, repair or replace the non-compliant products or services within the period of time specified in writing by the CO. If such repair or replacement is not completed within the time specified, the NRC shall have the following recourses:

Cancellation of the contract, delivery or task order, purchase of line item without termination liabilities; or

In the case of custom EIT being developed for the NRC, the NRC shall have the right to have any necessary changes made or repairs performed, by the NRC or by another firm, and the Contractor shall reimburse the NRC for any expenses thereby incurred.

[END-OF-CLAUSE]