

ORDER FOR SUPPLIES OR SERVICES

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

BPA NO.

1. DATE OF ORDER SEP 21 2010		2. CONTRACT NO. (If any) GS35F0252L		6. SHIP TO:	
3. ORDER NO. NRC-DR-11-10-311		MODIFICATION NO.		4. REQUISITION/REFERENCE NO.	
5. ISSUING OFFICE (Address correspondence to) U.S. Nuclear Regulatory Commission Div. of Contracts Attn: Mail Stop: TWB-01-B10M Washington, DC 20555				a. NAME OF CONSIGNEE NRC Warehouse Facility	
				b. STREET ADDRESS Attn: Avinash Jagobind/Mail Stop T2E26 5008 Broiling Brook Parkway	
c. CITY Rockville		d. STATE MD	e. ZIP CODE 20852		
7. TO:				f. SHIP VIA	
a. NAME OF CONTRACTOR AVITECTURE, INC.				8. TYPE OF ORDER	
b. COMPANY NAME				<input type="checkbox"/> a. PURCHASE <input checked="" type="checkbox"/> b. DELIVERY REFERENCE YOUR _____ Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.	
c. STREET ADDRESS 1 EXPORT DR				Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.	
d. CITY STERLING		e. STATE VA	f. ZIP CODE 201644421		
9. ACCOUNTING AND APPROPRIATION DATA See Schedule.				10. REQUISITIONING OFFICE ACR	

11. BUSINESS CLASSIFICATION (Check appropriate box(es))					12. F.O.B. POINT Destination	
<input type="checkbox"/> a. SMALL	<input checked="" type="checkbox"/> b. OTHER THAN SMALL	<input type="checkbox"/> c. DISADVANTAGED	<input type="checkbox"/> g. SERVICE-DISABLED VETERAN-OWNED			
<input type="checkbox"/> d. WOMEN-OWNED	<input type="checkbox"/> e. HUBZone	<input type="checkbox"/> f. EMERGING SMALLBUSINESS				
13. PLACE OF			14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) 11/15/2010		16. DISCOUNT TERMS NET 30
a. INSPECTION SEE BLOCK 6		b. ACCEPTANCE SEE BLOCK 6				

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	The Contractor shall provide equipment, installation, and Maintenance services in accordance with the attached Statement of Work (SOW). This fixed prices order.					
001	Equipment and installation Obligate:\$114,678.88 B&R: 07R1511387 JC:N7331 BOC: 252A APPN: 31X200 FSS:RQACR10311		LT			
002	Initial maintenance plan: Pd of performance:10/01/2010-09/30 Obligate:\$2,241.64 B&R: 07R1511387 JC:N7331 BOC: 252A APPN:31X200 FSS:RQACR10311; Obligate:\$10,404.67 B&R:07R1511386 JC:N7326 BOC:2360 APPN:31X200 FSS:RQACR10313 Obligate:\$22,823.00 B&R:07R15171387 JC7331 BOC:2360 APPN:31X200 FSS:RQACR10313		LT			
003	Option Period I Maintenance Plan Period of performance: 10/01/2011-09/30/2012		LT			
004	Option Period II Maintenance Plan Period of performance: 10/01/2012-09/30/2013		LT			
Project Officer: Avinash Jagobind, 301.415.5402						

18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		\$150,148.20			
21. MAIL INVOICE TO:								17(h) TOTAL (Cont. pages)	
a. NAME Department of Interior / NBC NRCPayments@nbc.gov						17(i). GRAND TOTAL			
b. STREET ADDRESS (or P.O. Box) Attn: Fiscal Services Branch - D2770 7301 W. Mansfield Avenue									
c. CITY Denver		d. STATE CO	e. ZIP CODE 80235-2230						

22. UNITED STATES OF AMERICA BY (Signature) <i>Pearlette Merriweather</i>		23. NAME (Typed) Pearlette Merriweather	
		TITLE: CONTRACTING/ORDERING OFFICER	

STATEMENT OF WORK
ACRS Hearing Rooms
U.S Nuclear Regulatory Commission
Two White Flint North, 2nd Floor
11545 Rockville Pike
Rockville, MD 20852

A.1 INTRODUCTION

The US Nuclear Regulatory Commission (NRC) has a need to upgrade its obsolete audio visual equipments in the Advisory Committee on Reactors Safeguards (ACRS) conference room T2B3 located on the 2nd floor of the Two White Flint North building. Another need is for the addition of a microphone jack and an intercom system in the adjacent conference room T2B1. And a final need is for the upgrade to the Caucus room. The project would require the Contractor to review existing plans, labor, and materials to complete work in an expedient and efficient manner.

A.2 BACKGROUND

The Advisory Committee on Reactor Safeguards (ACRS) provides the Nuclear Regulatory Commission (NRC) with independent reviews of, and advice on, the safety of proposed or existing reactor facilities and the adequacy of proposed safety standards. The ACRS reviews power reactor requests for license renewals and power uprates; fuel cycle facility license applications; and the safety-related NRC regulations and guidance relating to these facilities. The ACRS may also conduct reviews of specific generic matters or nuclear facility safety-related items.

The ACRS Advises the Commission on standard reactor design applications and industry initiatives directed at establishing design standards, as well as the test and analysis programs to support certification of those designs. The ACRS gives advice to the Commission with regard to the safety of operating facilities, prioritization and resolution of generic safety issues, and implementation of the requirements resulting from their resolution. The ACRS provides advice and support to the Commission in developing risk-informed regulations. The ACRS also prepares a biennial report describing the results of studies on NRC-sponsored reactor safety research.

A.3 SCOPE OF WORK

The primary objectives of this task is to upgrade the obsolete equipments in the conference room facilities and procure maintenance support for the audiovisual and control systems to ensure NRC staff the capability to reach out to stakeholder (including communities impacted by regulatory decisions) via audiovisual web streaming technology. In addition, this will further reduce the need for travel to individual site locations and gain more options for the community to observe the ACRS meetings on a particular design.

B.0 TECHNICAL REQUIREMENT

B.1 TASK 1 Conference Room T2B3:

The contractor shall upgrade the current audio visual system and capabilities with the following additions:

B.1.2 Visual System

- a. Replace the existing 8x8 RGBHV Matrix with a new 24x24 Wide Band RGBHV Matrix Switcher with Audio.
- b. Replace the existing 12x8 Composite Video Matrix with a new 24x24 Composite Video Matrix Switcher with Audio.
- c. A new DVD recorder.

- d. A new DVD/VHS player combination deck.

B.1.3 Audio System

The contractor shall completely overhaul the audio system with the following additions:

- a. A new Biamp frame
- b. Replace all 14 microphones around the conference room table with Shure MX393/C, cardioids boundary microphones and add an additional 7 microphones, for a total of 21 microphones.
- c. Add new Acoustic Echo Cancellation cards.
- d. Add Audiaflex frame with AEC inputs and outputs along with a telephone card to eliminate the external dialer in the existing system.
- e. Add one wireless microphone combination unit with lavalier microphone.
- f. Replace all existing 16 ceiling speakers with JBL Control 26CT in ceiling 6.5" loudspeakers.

B.1.4 Control System

The contractor shall modify the control system with the added features of the AV system.

- a. Add a new 5.2" wi-fi color touch panel and charging station to the conference room table location, which primary function is to provide two-way texting capability between the control room and the conference room.

B.2 TASK 2 Conference Room T2B1:

The contractor shall upgrade the current audio visual system and capabilities with the following additions:

B.2.1 Control System

- a. Add a new 5.2" wi-fi color touch panel and charging station to the conference room table location, which primary function is to provide two-way texting capability between the control room and the conference room.

B.2.3 Microphone

- a. Relocate microphone wall-plate from the rear support column on the right side of the room to the front support column of the right side of the room. The wall-plate is to be mounted under an existing 52" LCD monitor.

B.3.1 TASK 3 THE CAUCUS ROOM:

The contractor shall provide and install an audiovisual system with the following features and capabilities:

B.3.2 Display

- a. One 47" LCD monitor to be mounted on the main wall of the conference room. The monitor must display the best possible resolution.

B.3.3 Sources

- a. One Extron Cable Cubby system to be installed into the top surface of the conference table which will allow for one laptop to be connected.
- b. One Blu-Ray DVD player
- c. A Crestron 6x1 "hybrid" video matrix switcher.

B.3.4 Audio

- a. All sources (Monitor, computer, ATC calls) needs to play through the four ceiling mounted loud speakers.
- b. All audio shall be routed through the four ceiling mounted loud speakers, this includes teleconferencing.
- c. Microphone or Microphone for the teleconferencing system.

B.3.5 Control

- a. A 5.7" touch-screen panel with charging and docking station that will allow its users the flexibility and easy to use system.

B.3.6 Equipment Rack

- a. All equipment will be stored in an equipment rack located at the back of the conference room

DELIVERABLES

The contractor shall deliver the following items to NRC Advisory Committee on Reactor Safeguards (ACRS) conference room T2B3, T2B1, and Caucus Room.

B.4.1 Conference Room T2B3 Equipment

Conference Room T2B3

Manufacturer	Model	Description	QTY
Exton	60-468-01 Crosspoint 450 Plus 2424	24x24 RGBHV Matrix Switcher w/Audio	
Exton	60-472-01 MAV Plus 2424 AV	24x24 Composite Video Matrix Switcher w/Audio	
JBL	Control 26 CT	6.5" Ceiling Loudspeaker Transducer Assembly	
Crown	CTS 8200	8 Channel Audio Amplifier	
Shure	UR 124D/Beta58A	Wireless Combo 1 Lav/1 Handheld	
Shure	MX 393/C	Microflex Cardioid Boundary Microphone	
JVC	HR-XVC11	DVD/VHS Combo deck	
Middle Atlantic Products	RSH4A3	Custom Rack Shell for JVC HR-XVC11	
JVC	SR-MV45U	DVD Recorder	
Middle Atlantic Products	RSH4A3MW	Custom Rack Shell for JVC SR-MA45U	
Biamp	AEC-2HD	Dual Echo Cancellation Cards	
Biamp	Audia Flex CM	Card Frame	
Biamp	AEC-2HD	Dual Echo Cancellation Cards	
Biamp	OP-2E	Dual Output Cards	
Biamp	T1-2	Dual Channel Telephone Card	
Shure	MX 185	Cardioid lavalier microphone	
AMX	FG5966-07	MVP-5150 Wi-Fi touchpanel	
AMX	FG5966-10	MVP-TCS-52-GB, Tabletop charging station	

AMX	FG2255-50	NXA-WAP250G, Wireless access point for touchpanel	
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B.4.2 Caucus Room Equipment

Caucus Room			
Manufacturer	Model	Description	QTY
Sharp	PN-E471	47" LCD monitor, 1920x1080 native resolution, pro series	
Chief	LTMU	Tilt wall mount	
Crestron	DM-RMC-100-1	DigitalMedia Room Controller	
Crestron	DM-MD6X1	6x1 Digital Media switcher	
Crestron	DM-TX-200	HDMI and RGB DM CAT transmitter	
Crestron	TPS-CP2EPAK-6x	CP2E control processor, C2NET-1, TPS-6x color touch panel	
Shure	MX396/C-TR	Three element microphone	
MPP	ACRYLICDISC-SHURE	Acrylic Microphone Disc	
ATLAS SOUND	FAP42TC-UL2043	4" 2-way ceiling speaker, UL rated	
EXTRON BIAMP	60-845-01 NEXIA TC	Single Channel, 70V Amplifier AEC, 2 MIC/Line inputs, 4 Mic/Line Outputs, & Telephone interface	
ATLAS SOUND	AP-S15	Rack Mounted Power Conditioner	
LINKSYS	EZ55XS-W	5 Port Switch	
Sharp	BDHP52U	Blu-Ray DVD Player w/RS-232	
Middle Atlantic	RSH4A	Rack Shelf for Blu-Ray player	
EXTRON	26-566-03	12 ft. VGA with audio cable	
Middle Atlantic	BRK16	16RU black laminate wood equipment rack	
EXTRON	60-604-11	RSB126, rack shelf kit for amp	
EXTRON	60-716-OA	Cable Cubby 200	

B.4.3 Conference Room T2B1

Conference Room T2B1			
Manufacturer	Model	Description	QTY
AMX	FG5966-07	MVP-5150 Wi-Fi touchpanel	
AMX	FG5966-10	MVP-TCS-52-GB, Tabletop charging station	
AMX	FG2255-50	NXA-WAP250G, Wireless access point for touchpanel	

B.5.0 Maintenance Services for Existing Equipment in Conference Room T2B1

B.5.1 The contractor shall provide a Service Plan to protect ACRS systems in Conference Room T2-B1 to ensure continuing productivity, providing maintenance visits to inspect the systems to diagnose equipment problems, fine tune and adjust equipment to manufacturer's specifications.

B.5.2 The contractor shall provide a maintenance report to review and discuss deficiencies and arrange recommended corrective action to assure that the systems continues to work in a dependable manner now and in the future.

B.5.3. The contractor shall be responsible for the management, supervision, benefits, employment, termination, oversight, and decision on assignment of the contractor's personnel. The contractor is responsible for its personnel's proper conduct and performance under this Statement of Work.

B.5.4. The contractor shall provide a warranty to the equipment in Conference Room T2-B1, allowing the ACRS the capability to reach out to stakeholders (including communities impacted by regulatory decisions) via audiovisual web streaming technology ensuring that equipment continues to work at maximum capacity.

DELIVERABLES

The contractor shall provide a maintenance service to cover the following:

1. Enhances manufacturers' warranties through prompt on-site service, unlimited phone support and training;
2. 24 hour response, seven days a week;
3. Assures rapid response within four hours or less during normal business hours 8am – 6pm.
4. Covers reinstallation and alignment of repaired equipment
5. Includes overnight shipment for all parts and equipment under repair
6. Where available paid expedite repairs
7. Covers all parts and labor needed for equipment breakdown (excludes lamps, filters and image retained optimal surfaces and assemblies.

SUPPORTING INFORMATION

C.1 PLACE OF PERFORMANCE

All task shall be perform at the
US Nuclear Regulatory Commission
Advisory Committee on Reactor Safeguards
11545 Rockville Pike
Rockville, MD 20852

C.2 PERIOD OF PERFORMANCE

The period of performance for delivery and installation of equipment is 30 days from the date of award. The period performance for the audiovisual maintenance service is 12 months from the date of award, plus 2 12 month options periods.

C.3 SPECIAL CONSIDERATIONS

C.3.1 Contractor-Furnished Materials

The contractor shall provide all necessary installations materials except those identified as Government-furnished materials in paragraph C.3.2, below.

C.3.2 Government-Furnished Material And Services

- a. Provide existing government-furnished equipment in good working order for integration in the audiovisual system.

- b. Provide directions for motor vehicle access, parking of work vehicles.
- c. Ensure that no other activity is scheduled for the rooms involved in the audiovisual installation.
- d. Provide GFE "laptop" for testing of audiovisual equipment.

REPORTING REQUIREMENTS

The contractor shall provide a weekly progress report summarizing accomplishments.

SECURITY

The contractor shall comply with the NRC, administrative, physical and technical security controls to ensure all of the Government's security requirements are met. In addition, all Contractor personnel must adhere to the NRC's public building rules and regulations.

NON-PERSONAL SERVICES

The contractor and the contractor's assigned personnel, technical experts, and subcontractors shall understand and acknowledge that the services provided under this order to ACRS and/or NRC do not and shall not create an employer-employee relationship between the government and these individuals. These individuals shall not address or identify themselves as NRC employees. The contractor's assigned personnel, technical experts, and subcontractors shall be required to sign a Non-Personal Services Understanding Agreement.

SCHEDULE AND WORK PLAN

The Contractor shall provide services to install, test, and training on the use of new equipments to staff. The Contractor shall thoroughly review and verify that all audio visual equipments are fully functional. The Contractor shall provide a detailed installation schedule. The proposed schedule shall identify all material and equipment delivery schedules, and installation schedules, and testing.

A plan of work shall also be submitted for approval identifying hours of work, access requirements, and staging. A weekly update meeting with the NRC project team and the Contractor will be scheduled beginning with the commencement of the project.

All required outages (if necessary) must be clearly identified and provided to the Project Officer 72 hours in advance. To avoid any conflicts, all work outages must be accompanied by a signed building permit. Permits will be provided and approved by the NRC Facility Staff and/ or Project Officer.

A.1 2052.215-71 PROJECT OFFICER AUTHORITY (NOVEMBER 2006)

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

Name: Avinash Jagobind, 301.415.5402

(b) Performance of the work under this contract is subject to the technical direction of the NRC project officer. The term "technical direction" is defined to include the following:

(1) Technical direction to the contractor which shifts work emphasis between areas of work or tasks, authorizes travel which was unanticipated in the Schedule (i.e., travel not contemplated in the Statement of Work (SOW) or changes to specific travel identified in the SOW), fills in details, or otherwise serves to accomplish the contractual SOW.

(2) Provide advice and guidance to the contractor in the preparation of drawings, specifications, or technical portions of the work description.

(3) Review and, where required by the contract, approval of technical reports, drawings, specifications, and technical information to be delivered by the contractor to the Government under the contract.

(c) Technical direction must be within the general statement of work stated in the contract. The project officer does not have the authority to and may not issue any technical direction which:

(1) Constitutes an assignment of work outside the general scope of the contract.

(2) Constitutes a change as defined in the "Changes" clause of this contract.

(3) In any way causes an increase or decrease in the total estimated contract cost, the fixed fee, if any, or the time required for contract performance.

(4) Changes any of the expressed terms, conditions, or specifications of the contract.

(5) Terminates the contract, settles any claim or dispute arising under the contract, or issues any unilateral directive whatever.

(d) All technical directions must be issued in writing by the project officer or must be confirmed by the project officer in writing within ten (10) working days after verbal issuance. A copy of the written direction must be furnished to the contracting officer. A copy of NRC Form 445, Request for Approval of Official Foreign Travel, which has received final approval from the NRC must be furnished to the contracting officer.

(e) The contractor shall proceed promptly with the performance of technical directions duly issued by the project officer in the manner prescribed by this clause and within the project officer's authority under the provisions of this clause.

(f) If, in the opinion of the contractor, any instruction or direction issued by the project officer is within one of the categories as defined in paragraph (c) of this section, the contractor may not proceed but shall notify the contracting officer in writing within five (5) working days after the receipt of any instruction or direction and shall request the contracting officer to modify the contract accordingly. Upon receiving the notification from the contractor, the contracting officer shall issue an appropriate contract modification or advise the contractor in writing that, in the contracting officer's opinion, the technical direction is within the scope of this article and does not constitute a change under the "Changes" clause.

(g) Any unauthorized commitment or direction issued by the project officer may result in an unnecessary delay in the contractor's performance and may even result in the contractor expending funds for unallowable costs under the contract.

(h) A failure of the parties to agree upon the nature of the instruction or direction or upon the contract action to be taken with respect thereto is subject to 52.233-1 -Disputes.

(i) In addition to providing technical direction as defined in paragraph (b) of the section, the project officer shall:

(1) Monitor the contractor's technical progress, including surveillance and assessment of performance, and recommend to the contracting officer changes in requirements.

(2) Assist the contractor in the resolution of technical problems encountered during performance.

(3) Review all costs requested for reimbursement by the contractor and submit to the contracting officer recommendations for approval, disapproval, or suspension of payment for supplies and services required under this contract.

(4) Assist the contractor in obtaining the badges for the contractor personnel.

(5) Immediately notify the Security Branch, Division of Facilities and Security (SB/DFS) (via e-mail) when a contractor employee no longer requires access authorization and return of any NRC issued badge to SB/DFS within three days after their termination.

(6) Ensure that all contractor employees that require access to classified Restricted Data or National Security Information or matter, access to sensitive unclassified information (Safeguards, Official Use Only, and Proprietary information) access to sensitive IT systems or data, unescorted access to NRC controlled buildings/space, or unescorted access to protected and vital areas of nuclear power plants receive approval of SB/DFS prior to access in accordance with Management Directive and Handbook 12.3.

(7) For contracts for the design, development, maintenance or operation of Privacy Act Systems of Records, obtain from the contractor as part of closeout procedures, written certification that the contractor has returned to NRC, transferred to the successor contractor, or destroyed at the end of the contract in accordance with instructions provided by the NRC Systems Manager for Privacy Act Systems of Records, all records (electronic or paper) which were created, compiled, obtained or maintained under the contract.

A.2 2052.204.70 SECURITY (MAR 2004)

(a) Contract Security and/or Classification Requirements (NRC Form 187). The policies, procedures, and criteria of the NRC Security Program, NRC Management Directive (MD) 12 (including MD 12.1, "NRC Facility Security Program;" MD 12.2, "NRC Classified Information Security Program;" MD 12.3, "NRC Personnel Security Program;" MD 12.4, "NRC Telecommunications Systems Security Program;" MD 12.5, "NRC Automated Information Systems Security Program;" and MD 12.6, "NRC Sensitive Unclassified Information Security Program"), apply to performance of this contract, subcontract or other activity. This MD is incorporated into this contract by reference as though fully set forth herein. The attached NRC Form 187 (See List of Attachments) furnishes the basis for providing security and classification requirements to prime contractors, subcontractors, or others (e.g., bidders) who have or may have an NRC contractual relationship that requires access to classified Restricted Data or National Security Information or matter, access to sensitive unclassified information (e.g., Safeguards), access to sensitive Information Technology (IT) systems or data, unescorted access to NRC controlled buildings/space, or unescorted access to protected and vital areas of nuclear power plants.

(b) It is the contractor's duty to protect National Security Information, Restricted Data, and Formerly Restricted Data. The contractor shall, in accordance with the Commission's security regulations and requirements, be responsible for protecting National Security Information, Restricted Data, and Formerly Restricted Data, and for protecting against sabotage, espionage, loss, and theft, the classified documents and material in the contractor's possession in connection with the performance of work under this contract. Except as otherwise expressly provided in this contract, the contractor shall, upon completion or termination of this contract, transmit to the Commission any classified matter in the possession of the contractor or any person under the contractor's control in connection with performance of this contract. If retention by the contractor of any classified matter is required after the completion or termination of the contract and the retention is approved by the contracting officer, the contractor shall complete a certificate of possession to be furnished to the Commission specifying the classified matter to be retained. The certification must identify the items and types or categories of matter retained, the conditions governing the retention of the matter and their period of retention, if known. If the retention is approved by the contracting officer, the security provisions of the contract continue to be applicable to the matter retained.

(c) In connection with the performance of the work under this contract, the contractor may be furnished, or may develop or acquire, safeguards information, or confidential or privileged technical, business, or financial information, including Commission plans, policies, reports, financial plans, internal data protected by the Privacy Act of 1974 (Pub. L. 93.579), or other information which has not been released to the public or has been determined by the Commission to be otherwise exempt from disclosure to the public. The contractor shall ensure that information protected from public disclosure is maintained as required by NRC regulations and policies, as cited in this contract or as otherwise provided by the NRC. The contractor will not directly or indirectly duplicate, disseminate, or disclose the information in whole or in part to any other person or organization except as may be necessary to perform the work under this contract. The contractor agrees to return the information to the Commission or otherwise dispose of it at the direction of the contracting officer. Failure to comply with this clause is grounds for termination of this contract.

(d) Regulations. The contractor agrees to conform to all security regulations and requirements of the Commission which are subject to change as directed by the NRC Division of Facilities and Security (DFS) and the Contracting Officer. These changes will be under the authority of the FAR Changes clause referenced in this document.

The contractor agrees to comply with the security requirements set forth in NRC Management Directive 12.1, NRC Facility Security Program which is incorporated into this contract by reference as though fully set forth herein. Attention is directed specifically to the section titled "Infractions and Violations," including "Administrative Actions" and "Reporting Infractions."

(e) Definition of National Security Information. The term National Security Information, as used in this clause, means information that has been determined pursuant to Executive Order 12958 or any predecessor order to require protection against unauthorized disclosure and that is so designated.

(f) Definition of Restricted Data. The term Restricted Data, as used in this clause, means all data concerning design, manufacture, or utilization of atomic weapons; the production of special nuclear material; or the use of special nuclear material in the production of energy, but does not include data declassified or removed from the Restricted Data category pursuant to Section 142 of the Atomic Energy Act of 1954, as amended.

(g) Definition of Formerly Restricted Data. The term Formerly Restricted Data, as used in this clause, means all data removed from the Restricted Data category under Section 142-d of the Atomic Energy Act of 1954, as amended.

(h) Definition of Safeguards Information. Sensitive unclassified information that specifically identifies the detailed security measures of a licensee or an applicant for the physical protection of special nuclear material; or security measures for the physical protection and location of certain plant equipment vital to the safety of production of utilization facilities. Protection of this information is required pursuant to Section 147 of the Atomic Energy Act of 1954, as amended.

(i) Security Clearance. The contractor may not permit any individual to have access to Restricted Data, Formerly Restricted Data, or other classified information, except in accordance with the Atomic Energy Act of 1954, as

amended, and the Commission's regulations or requirements applicable to the particular type or category of classified information to which access is required. The contractor shall also execute a Standard Form 312, Classified Information Nondisclosure Agreement, when access to classified information is required.

(j) **Criminal Liabilities.** It is understood that disclosure of National Security Information, Restricted Data, and Formerly Restricted Data relating to the work or services ordered hereunder to any person not entitled to receive it, or failure to safeguard any Restricted Data, Formerly Restricted Data, or any other classified matter that may come to the contractor or any person under the contractor's control in connection with work under this contract, may subject the contractor, its agents, employees, or subcontractors to criminal liability under the laws of the United States. (See the Atomic Energy Act of 1954, as amended, 42 U.S.C. 2011 et seq.; 18 U.S.C. 793 and 794; and Executive Order 12958.)

(k) **Subcontracts and Purchase Orders.** Except as otherwise authorized in writing by the contracting officer, the contractor shall insert provisions similar to the foregoing in all subcontracts and purchase orders under this contract.

(l) In performing the contract work, the contractor shall classify all documents, material, and equipment originated or generated by the contractor in accordance with guidance issued by the Commission. Every subcontract and purchase order issued hereunder involving the origination or generation of classified documents, material, and equipment must provide that the subcontractor or supplier assign classification to all documents, material, and equipment in accordance with guidance furnished by the contractor.

A.3 2052.204-71 BADGE REQUIREMENTS FOR UNESCORTED BUILDING ACCESS TO NRC FACILITIES (MAR 2006)

During the life of this contract, the rights of ingress and egress for contractor personnel must be made available, as required, provided that the individual has been approved for unescorted access after a favorable adjudication from the Security Branch, Division of Facilities and Security (SB/DFS).

In this regard, all contractor personnel whose duties under this contract require their presence on site shall be clearly identifiable by a distinctive badge furnished by the NRC. The Project Officer shall assist the contractor in obtaining badges for the contractor personnel. All contractor personnel must present two forms of Identity Source Documents (I-9). One of the documents must be a valid picture ID issued by a state or by the Federal Government. Original I-9 documents must be presented in person for certification. A list of acceptable documents can be found at http://www.usdoj.gov/crt/recruit_employ/i9form.pdf. It is the sole responsibility of the contractor to ensure that each employee has a proper NRC-issued identification/badge at all times. All photo-identification badges must be immediately (no later than three days) delivered to SB/DFS for cancellation or disposition upon the termination of employment of any contractor personnel. Contractor personnel must display any NRC issued badge in clear view at all times during on site performance under this contract. It is the contractor's duty to assure that contractor personnel enter only those work areas necessary for performance of contract work, and to assure the protection of any Government records or data that contractor personnel may come into contact with.

**ADDENDUM G TO SOLICITATION NO. NRC3310ADAMS
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.

