

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

1. REQUISITION NO. ADM-11-251 Date 4/5/2011		PAGE 1 OF	
2. CONTRACT NO. NRC-HQ-12-C-10-0001	3. AWARD/EFFECTIVE DATE 12/1/2011	4. ORDER NO.	5. SOLICITATION NUMBER ADM-11-251
6. SOLICITATION ISSUE DATE 08-30-2011		7. OFFER DUE DATE/LOCAL TIME	
8. FOR SOLICITATION INFORMATION CALL: a. NAME Wanda M Brown		b. TELEPHONE NO. (No Collect Calls) 301-492-3634	
9. ISSUED BY U.S. Nuclear Regulatory Commission Div. of Contracts Attn: Wanda M Brown Mail Stop: TWB-01-B10M Washington, DC 20555		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: 561990 <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB) SIZE STANDARD: \$7 Million <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input checked="" type="checkbox"/> (A)	
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)	13b. RATING N/A
14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP		15. DELIVER TO U.S. Nuclear Regulatory Commission 11545 Rockville Pike Attn: Danita Stenberg 301-415-5166 Rockville Md 20852	
16. ADMINISTERED BY U.S. Nuclear Regulatory Commission Div. of Contracts Mail Stop: TWB-01-B10M Washington, DC 20555		17a. PAYMENT WILL BE MADE BY CODE: 3100 Department of Interior / NBC NRCPayments@nbc.gov Attn: Fiscal Services Branch - D2770 7301 W. Mansfield Avenue Denver CO 80235-2230	
17b. CONTRACTOR/OFFEROR CODE: 015229300 FACILITY CODE:		18a. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM	
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		19. ITEM NO.	

19. ITEM NO.	20. See CONTINUATION Page SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<p>This is a Hybrid Firm-Fixed-Price and Time-and-Materials Type Contract to provide multimedia support services at all NRC locations in the Washington DC Metro Area.</p> <p>Period of Performance: Base Period 12/1/11-3/31/12 Option Period 1 4/1/12-11/30/12 Option Period 2 12/1/12-5/31/13</p> <p>See Section B Price/Cost Schedule</p> <p>US Department of Labor Wage Determination #2005-2104 revision no. 13 dated 6/13/2011 applies to this procurement.</p> <p align="center">(Use Reverse and/or Attach Additional Sheets as Necessary)</p>				

25. ACCOUNTING AND APPROPRIATION DATA See CONTINUATION Page 2012-40-51-F-191 D2394 252A 31x0200 FPS# 120330 Obligate \$497,393.00 NAICS 561990		26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$497,392.66	
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		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	
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		29. AWARD OF CONTRACT. REF. OFFER DATED YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS.	
30a. SIGNATURE OF OFFEROR/CONTRACTOR <i>Wanda M Brown</i>		31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) <i>Joseph L. Widdup</i>	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) Wanda M Brown President		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Joseph L. Widdup Contracting Officer	
30c. DATE SIGNED 11-29-11		31c. DATE SIGNED 11/29/11	

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NRC MULTIMEDIA SUPPORT SERVICES STATEMENT OF WORK

1. BACKGROUND

The mission of the U.S. Nuclear Regulatory Commission (NRC) is to license and regulate the nation's civilian use of byproduct, source, and special nuclear materials to ensure adequate protection of public health and safety, promote the common defense and security, and protect the environment. The NRC's scope of responsibility includes regulation of commercial nuclear power plants; research, test, and training reactors; nuclear fuel cycle facilities (also called fuel cycle facilities); medical, academic, and industrial uses of radioactive materials; and the transport, storage, and disposal of radioactive materials and wastes. The NRC's regulations are designed to protect the public and occupational workers from radiation hazards in those industries using radioactive materials.

The NRC Headquarters (HQ) is located in multiple office buildings, primarily in Rockville, Maryland. The majority of NRC personnel work in the White Flint North office complex consisting of two buildings - One White Flint North (OWFN) and Two White Flint North (TWFN). Other NRC HQ offices exist in both Rockville and Bethesda and the establishment of additional locations are under development (see section 1.2 "Work Locations" below)

The NRC Office of Administration (ADM) is responsible for managing and maintaining the NRC headquarters non-secure video teleconferencing (VTC) systems, the supporting infrastructure, and for providing operational support. ADM also provides a wide range of audiovisual (AV) support services to internal customers to include photography and photo enhancement, video production and editing, web streaming of public meetings over the Internet, and related visual information services. ADM also provides support for the operation and maintenance of the NRC public address system at the agency's various Maryland-area facilities. The scope of this requirement includes the non-secure technical and management support functions required to support day-to-day VTC operations, the day-to-day operation of the NRC AV Studio, responding to customer requests for AV and VTC services, and providing for AV and VTC systems maintenance and repair services.

Work Locations

The contractor shall provide day to day Multimedia Support Services as described herein at the following primary locations:

1. One White Flint North (OWFN)
11555 Rockville Pike
Rockville, MD 20852

2. Two White Flint North (TWFN)
11545 Rockville Pike
Rockville, MD 20852

Other HQ Locations

3. Gateway Building (PDC)
7201 Wisconsin Ave, Suite 425
Bethesda, MD 20814-4810

4. Executive Boulevard Building (EBB)
6003 Executive Boulevard
Rockville, MD 20852

5. Twinbrook Building (TWB)
12300 Twinbrook Parkway
Rockville, MD 20852

6. Church Street Building (CSB)
21 Church Street
Rockville, MD, 20850

7. New Permanent Building (3WFN - under construction):
Three White Flint North
11601 Landsdown Street
Rockville, MD 20852

The contractor shall station contractor personnel at OWFN, TWFN and other HQ-area locations to provide support on an as-needed basis as determined by the NRC Contracting Officer Representative (COR) or Alternate COR.

2. SCOPE OF WORK

The intent of this contract is to provide comprehensive AV/VTC services to the NRC.

The contractor shall furnish all personnel, supervision, management and tools required to perform services as outlined in Tasks A, B and C under this requirement. Installation, maintenance materials and parts required for contractor personnel to perform work on this contract will be procured by the contractor as delineated in the below sections.

The contractor shall provide technical assistance for the following task areas under this requirement:

Note: The NRC COR/NRC COR will provide guidance regarding work prioritization. Any special projects (projects that are outside the scope of the day-to-day activities) will be initiated by the COR issuing a special project task...

TASK A: VIDEO TELECONFERENCING (VTC) SERVICE & SUPPORT

The Division of Administrative Services, Multimedia Communications Branch, (ADM/DAS/MCB), provides VTC services at the NRC headquarters buildings.

The VTC infrastructure has the capacity to support eleven simultaneous 384 kilobit/sec, duplex video sessions. The VTC telecommunications infrastructure consists of:

CSB: (4) MXP 6000
TWB: (3) MXP 6000

PDC: (1) MXP 6000 & (2) MXP 3000 & (2) MXP 9090 & (1) VSX 8000
 TWFN: (8) MXP 6000 (one unit dedicated to NRC Office of New Reactors & two units dedicated to the NRC Office of the Advisory Committee on Reactor Safeguards) (8 BRI lines dedicated to MPS-800)
 OWFN: (6) MXP 6000 (One unit dedicated to the NRC Office of Nuclear Reactor Regulation, one unit dedicated to the NRC Office of Enforcement, and one unit dedicated to the NRC office of Inspector General) & (8 BRI lines dedicated to MPS-800)
 EBB: (3) VSX 8000

NRC OWFN/TWFN serves as the central hub site for VTC operations supporting multipoint conferences throughout the agency. ADM owns the VTC infrastructure and the support service for the VTC system. The end units are owned by ADM and various NRC offices. ADM is responsible for support and troubleshooting of in-session issues. ADM is also responsible for setting up, dialing in, and tearing down all sessions. The VTC infrastructure only supports transmission across ISDN lines.

These specifications prescribe the work effort to be performed and the technical and operational parameters to be met in satisfying the requirements. This task requires the contractor to provide services for on-site, day-to-day, non-secure VTC support services at NRC headquarters.

Note: transmission of classified or safeguards information over non-secure agency VTC systems is prohibited and outside of the scope of this contract.

The contractor shall provide the following services:

- Installation, set-up, configuration, scheduling coordination, transport, and diagnostics of video conferencing systems and equipment.
 - Reviewing, coordinating and approving VTC facility scheduling performed by the Office of Administration's Administrative Service Center (ASC).
 - Allocating and negotiating bandwidth availability among meeting sponsors and participating end-points
 - Providing requestor with dial-in information and detailed, customized dialing instructions for the host and all participants.
 - Troubleshooting connectivity problems to minimize conference interruptions.
 - Perform limited diagnostics and maintenance. Limited diagnostics and maintenance establishes limits for support to one-for-one replacements for VTC components that can be completed by the contractor with no formal training in video conference systems maintenance and repair.
 - Ensuring required connections are established to coincide with scheduled meetings.
 - Working with other agencies and users to coordinate and ensure audio and video conferencing equipment is functional. This includes testing and certifying the video teleconference room with internal and external locations, as needed
 - Demonstrating the use of video teleconference equipment to users.
- Developing a maintenance /repair plan and establishing maintenance contracts as needed/available for equipment listed above." The equipment is listed previously on page 3 of this SOW.
- Coordinating with vendors, VTC maintenance contractors and service providers to request maintenance and/or repair service as needed. Developing and maintaining a VTC system Standard Operating Procedure (SOP) to include but not limited to system drawings, circuit and number assignments, system/equipment inventory, operational procedures, troubleshooting procedures, points of contact, etc.

- Performing routine biweekly scheduled inspections and equipment tests of all VTC systems. Developing and submitting to the COR a recommendation for a preventive maintenance action plan for those systems under the contractor's purview.

STAFFING

Contractor shall provide an on-site point of contact for all VTC services and technical requirements under the contract. The contractor shall also provide a minimum of five (5) full time on-site equivalent personnel to perform day-to-day VTC functions and to provide ongoing VTC support as identified in this SOW.

The contractor shall utilize the NRC VTC Information Technology Infrastructure Division (ITID) system, to track VTC request. The VTC ITID is an interactive scheduling database that various offices at the NRC use to schedule VTC sessions.

The contractor shall maintain a record of each meeting to include but not limited to the following:

- Description/Summary
- Participants (Names, telephone numbers, email addresses)
- Bandwidth Requirements
- Special Requirements
- Issues
- After-meeting Summary

The contractor shall:

- Respond to user requests via the agency email with approval for scheduled meeting or other information
- Coordinate with the agency customer and other contractors as required to resolve problems
- Update the trouble tickets to include updated information regarding the status of the repair/restoration.

NOTE: The focal point for prioritizing problems shall be the NRC COR or Alternate COR. The status of all open telecommunications infrastructure related problems shall be tracked and reported to the NRC COR weekly with plans for resolution.

MANDATORY PERFORMANCE REQUIREMENTS

Requests for VTC Service usually are for a planned future activity. They differ from failures in that they normally do not require immediate response. The contractor shall respond to requests for services from the AV-VTC calendar resource.

During the Core Duty Hours of 7am – 5:30pm, the contractor shall provide qualified on-site personnel to identify and correct VTC service problems and satisfy the hardware maintenance response and VTC system availability requirements specified in the following paragraphs. Contractors should not be in NRC facilities later than 6pm, or earlier than 6am. The COR reserves the right to adjust the level of concurrent capacity, and to adjust the contractor level of effort and times of performance to match the projected workload during any scheduled workday

The contractor shall perform trouble and/or fault isolation and diagnostic testing for the VTC system equipment supporting analog and digital voice, data and video requirements. Adjustments or minor repairs that do not interfere with any warranty program are permitted. A complete list of those items under warranty will be provided to the contractor as an attachment to the contract.

Minor repairs of all components will be limited to replacing user accessible parts (e.g., system cards, power supplies, etc. that do not require more than the removal of a chassis cover), or sending units out through the COR for repair under warranty. Contractor performed board-level repairs or repairs requiring specialized repair tools or equipment shall not be performed as part of this task.

- Troubles with the VTC infrastructure are reported by users and/or by the NRC's CORNRC's COR to the AV-VTC help desk. The AV-VTC help desk shall create a trouble ticket immediately upon notification of trouble. The contractor shall respond within two hours to the trouble ticket and update the ticket with the repair/restoration status information. For those tickets assigned to the contractor, the contractor shall serve as focal point until the problem is resolved.

NOTE: The focal point for prioritizing problems shall be the NRC CORNRC COR or his/her designated alternate COR. The status of all open VTC infrastructure related problems shall be tracked and reported to the NRC's COR weekly with plans for resolution.

FAILURE DEFINITIONS

Maintenance response and service restoration time requirements are dependent on the classification of the failure. There are two failure classifications - critical and non-critical:

- Critical failures are defined as failures of voice or network components that affect more than one user. Excluded are "new" features implemented for less than a week or any system or telecommunications program that is identified as a "pilot."
- Non-critical failures are those that affect only a single user or new functions under test.

ESCALATION REQUIREMENTS

Response time and efficiency of service restoration affect network availability. The contractor shall escalate the priority of a task after one hour of work. For example, if the on-site contractor has not identified the specific problem and determined the exact fix, or cannot identify the immediate resolution of a problem at the end of the first hour, the on-site contractor shall escalate the issue within the contractor organization; if the problem has not been resolved at the end of the second hour, the on-site contractor Project Manager shall request assistance from the NRC CORNRC COR.

NOTE: The contractor shall notify the NRC CORNRC COR if a specific problem exists past the aforementioned two-hour mark

For non-critical failures, the contractor shall restore VTC communications service within four hours elapsed time within the core duty hours (or at a later time as approved in writing by the NRC CORNRC COR). For example, a failure reported to the contractor at 4.30 PM on Friday shall be repaired by 10 am Monday based on one hour Friday (4.30 PM to 5.30 PM) and three hours Monday (7 AM to 10 AM).

For work stoppage failures, restoration of service shall be a priority issue regardless of the time, within core duty hours. During the core duty hours, the contractor shall respond within two hours to a critical failure. Outside the core duty hours, the contractor shall be on-site within two hours of being notified by the COR of a critical failure (critical failure means equipment outage that causes work stoppage). In both instances, the contractor shall be prepared to work until service is restored. The CORThe COR shall review each situation on a case by case basis before a decision is made.

MAINTENANCE REPORTING REQUIREMENTS

If the contractor is notified of a VTC related issue or problem, the contractor shall create a trouble ticket, and notify the NRC COR of the nature of the issue or trouble reported. The contractor shall make every effort to resolve and close the ticket in the most expeditious manner. The contractor shall notify the COR when the issue has been resolved.

The contractor shall document all trouble calls and the substitution of equipment. All such documentation shall be monitored for trend analysis and provided in the monthly status report to the NRC CORNRC COR or their designated alternate COR.

The contractor shall obtain written approval from the NRC CORNRC COR or Alternate COR prior to performing maintenance if:

- The cumulative cost of the repairs exceeds the cost of replacement hardware for the affected service being repaired
- The cost to repair is expected to exceed \$200; and/or
- The estimated problem resolution time is expected to exceed the allowed service restoration time limits
- There is a need to perform disruptive testing on a marginal circuit or system.

The contractor shall provide the following information to the NRC CORNRC COR:

- Details of the suspected failure
- Impact the testing will have on users
- Testing plan including estimated duration

PERFORMANCE REQUIREMENTS

The contractor shall escalate the priority of a task after one hour of work. For example, if the on-site contractor has not identified the specific problem and determined the exact fix, or cannot identify the immediate resolution of a problem at the end of the first hour, the on-site contractor shall elevate the issue within the contractor Organization. If the problem has not been resolved at the end of the second hour, the on-site contractor supervisor shall request assistance from the NRC CORNRC COR.

Description: 100% Compliance with Promoting Priority

- Targets: (a) within one (1) one hour if the technician cannot identify the immediate resolution, (b) at the end of the second hour the problem should be communicated to the CORthe COR.
Quality performance metric = 100%
- Data Source: N/A

- Responsible Party: contractor
- Frequency: As needed

Description: 100 % compliance with Failures

- All critical failures should be communicated immediately to the NRC CORNRC COR or the Alternate COR for non-critical failures, the contractor shall restore service within four hours elapsed time within the core duty hours (or at a later time as approved by the NRC CORNRC COR). Outside the core duty hours.
- The contractor shall be on-site within two hours of being notified of a critical failure. In both instances, the contractor shall be prepared to work until service is restored. Quality performance metric = 100%.
- Data Source: N/A
- Responsible Party: contractor
- Frequency: As needed

REPORTS AND DELIVERABLES

All reports and deliverables milestones shall be delivered to the COR within the project schedule at least every 30 days. Change in final deliverable milestones in the project schedule shall be negotiated as a bilateral modification to the contract by the Contracting Officer. Compliance will be monitored via the COR through Project Schedule and Monthly Progress Reports reviews.

- Target: Quality performance metric = 100% by specified date
- Data Source: Project Schedule and Monthly Progress Reports
- Responsible Party: contractor
- Frequency: When appropriate

TASK B: AUDIOVISUAL (AV) SERVICE & SUPPORT

This section sets forth the roles and responsibilities required to support the NRC AV operation, and provides for all day-to-day AV operational support and services as delineated in this SOW (day-to-day work is clearly defined).

Note: The NRC CORNRC COR will provide guidance regarding work prioritization. Any special projects (projects that are outside the scope of the day-to-day activities) will be initiated by the CORthe COR issuing a special project task.

The U.S. Nuclear Regulatory Commission (NRC) requires a variety of daily audiovisual (AV) and photographic services to support the activities of over 3,000 NRC staff housed at the various NRC headquarters buildings. Generally, the services include AV and photographic support for approximately 750 events and approximately 15,000 photos each year. Many concurrent meetings, ceremonies, presentations, and events of varying size are conducted on a daily basis.

The majority of AV and photographic support is provided in the NRC White Flint North (WFN) headquarters complex. On occasion, services will be required at NRC headquarters current off-site locations, including the Gateway Building (GW) in Bethesda, Maryland, and the Executive Boulevard Building (EBB), Twinbrook Building (TWB), and the Church Street Building, in Rockville, Maryland. One White Flint North (OWFN) has a large meeting room (referred to as the NRC Commission Hearing Room) located on its ground-floor level and seats up to 125 people. The second building, Two White Flint North (TWFN), has a large meeting room (referred to as the

NRC Auditorium) located on its P-2 level and seats up to 300 people. Both the NRC Commission Hearing Room and the NRC Auditorium have their own dedicated AV control room with audio visual systems that are monitored and controlled by AV personnel during events. There are also smaller meeting rooms within the OWFN and TWFN buildings that are used for smaller events of up to 40 people. There are several other large areas within the WFN complex and off-site headquarters locations which are used for special events including retirements, receptions, award ceremonies, blood drives, book fairs, special event activities, video presentations and poster projects.

BASIC AUDIOVISUAL SERVICES AND SUPPORT

The NRC requires a wide variety of AV and photographic services to support the many concurrent meetings, ceremonies, presentations and events of varying size conducted on a daily basis at NRC's WFN complex and/or off-site headquarters locations identified in the SOW.

The contractor will occasionally be required to provide a variety of AV and photographic support services at off-site locations within the Baltimore/Washington D.C. Metropolitan area. Locations will be designated by the NRC COR or designated Alternate COR, on an as-needed basis. Travel costs will be reimbursed in accordance with FAR 31.205-46.

The contractor shall provide all necessary management, supervision, administration, and personnel required to perform the AV and photographic support services identified in this SOW during the period of performance of the contract, including any option periods exercised. The contractor shall provide all direct and indirect resources, except those specified as Government-furnished property in this SOW. The contractor shall be responsible for the repair or replacement of any NRC-furnished equipment or property specified in this SOW that is damaged or lost by the contractor.

Services under the contract shall include managing the AV searchable library and ongoing daily on-site requests for AV and photographic services to support meetings, conferences, programs and other events. The requests for service are submitted by customers via e-mail, telephone, Administrative Service Center requests, or in-person walk-ins. The AV and photographic services normally include photo printing, video editing, video recording, video production, etc. The contractor shall be able to support at minimum six (6) concurrent events in different locations unless the NRC COR or alternate approves the use of multiple contract staff to support an event that requires multiple staff (i.e. Commission Briefings, etc). For each event, personnel shall be responsible for pre-event setup and testing of microphones, video cameras, cameras, and other sound or video equipment, video monitors, etc., and operation of the AV control rooms to record video/audio, adjust the various AV equipment, and monitor overall system performance.

The contractor shall provide coverage (Basic Services) to perform all daily services Monday-Friday, except on Federal holidays, between the core duty hours of 7:00 a.m. and 5:30 p.m. The majority of NRC events are held Tuesday, Wednesday or Thursday, because many NRC employees work a "Compressed Work Schedule" (CWS) and are off on Monday and Friday. The COR reserves the right to adjust the level of concurrent capacity, and to adjust the contractor level of effort and times of performance to match the projected workload during any scheduled workday.

BASIC SERVICES REQUIREMENTS

AV and Photographic Support Services

The contractor shall provide coordination and the quality control for all AV and Photographic Services to ensure that the contractor maintains the level of services required under the contract without compromising the overall efficiency, effectiveness and quality standards established in this SOW. The contractor shall:

- Manage the receipt, coordination, assignment and performance of requests for services received from customers.
- Schedule requests within two hours, typically on a first-come first-served basis, with the exception of activities and events designated by the NRC COR as having higher priority. The NRC COR reserves the right to change any service request at any time as new higher-priority requests are received or as circumstances for existing requests change. Scheduling includes clarifying the requirements to assure that the requestor receives the expected results and to provide appropriate recommendations when the requestor is not certain of their requirements.
- Ensure that contractor personnel perform all preparatory work and testing prior to each event to ensure that the equipment performs satisfactorily during each event.
- Ensure that services are performed in accordance with the requirements of each request and the relative order of priority. The NRC COR or Alternate COR reserves the right to change the designated priority of any service request at any time.
- Ensure that all services are provided in a professional manner ensuring customer satisfaction and compliance with the terms and conditions of the contract.
- Summarize the workload through a biweekly report, monthly report, quarterly report, and a year-end report. Example reports shall be provided by the NRC COR. The contractor shall keep the NRC COR informed of the status of all NRC service requests and activity through written correspondence and ad hoc reports. The contractor shall also provide the NRC COR or designee a verbal or written status upon request.
- Follow the specific instructions and guidelines regarding unique, sensitive or high profile service requests.
- Provide the NRC COR a current and accurate inventory of equipment. The COR and contractor shall jointly inventory the Government furnished property list at the beginning and end of the contract. COR will inform the contractor of changes to equipment including the addition or subtraction of equipment from the list. Contractor shall maintain accurate records of all items, and report missing or damaged items immediately to the COR the COR.
- Ensure that contractor personnel clarify the requirements to customers and make appropriate recommendations when the customer is not certain of the particular requirement in order to achieve the expected results.
- Ensure that contractor personnel who are not on an active assignment shall complete existing projects, maintenance/upkeep of equipment and media libraries and provide customer service support.

AUDIOVISUAL SERVICES

Contractor shall:

- Transport, install, test, adjust, and operate a wide variety of AV systems in support of meetings and events held primarily in the Auditorium, Commission Hearing Room, training rooms and conference rooms, and shall assist with the setup of related equipment/software.
- Perform all preparatory work and testing prior to all events ensuring the systems perform satisfactorily during each event and activity.
- Provide other AV services as requested, such as video and audio recording, editing, and duplication services.
- Maintain the NRC library of photographic and video files.

PHOTOGRAPHIC SERVICES

Contractor shall:

- Operate the NRC headquarters on-site digital Photo Studio, which is currently outfitted with digital cameras, special lighting, photo scanners, digital photo printers, inkjet printers, digital photo editing software for PC and MAC (currently Adobe Photoshop CS-CS3) and photo library. Equipment and software may be changed or upgraded by NRC over time.
- Perform all preparatory work and testing prior to each event and activity to ensure the equipment performs satisfactorily.
- Provide photos that reflect full, professional coverage of each event and activity, and identify the subject, title, location, and date of the event or activity, and name of dignitaries, executives, etc., in attendance where possible.
- Photograph, digitize, enhance size/edit/crop, format, store, and print images of NRC meetings, ceremonies, events, employee passport photos, executive portraits, etc.
- Scan photos and photographic negatives into digital format, create digital images for slide presentations, create enlargements or reductions of existing photos, etc.
- Organize and manage all NRC photographs into the digital photo library searchable by key word and easily retrievable for inclusion in NRC presentations, publications, and other documents.
- Provide professional customer service, including search of photos.

PROCEDURAL SERVICES

The contractor shall provide written procedures for audiovisual support one week from award and a written Operations procedures guide outlining specific NRC event support one month from award of the contract, including a procedure for preproduction, production and post-production of a Commissioners Briefing. The procedure guide will provide an overview of audiovisual functionality and support per each support event and/or task.

The contractor shall provide the NRC COR/NRC COR or designed Alternate COR recommendations for new or revisions to current procedures, an Operation Procedures Guide, and reports that may improve the overall efficiency, effectiveness, quality of services and service delivery. The Operation Procedures Guide must be reviewed and agreed upon in writing by the NRC COR/NRC COR when any changes to procedures are proposed.

The NRC anticipates that this will be a living document subject to frequent revisions, as may be necessary. The operations procedures guide shall be developed by contractor. This procedural documentation shall be subject to clause 52.227-17.

STAFFING

The contractor shall provide an on-site person with supervisory responsibilities to serve as the NRC on-site point of contact for all services and technical requirements under the contract. On-site contractor supervisor shall have full authority to represent the contractor in all matters relating to the technical requirements and services specified in the SOW. The on-site contractor supervisor shall also be responsible for assigning personnel, assuring personnel arrive to their assignments on time, and products are completed and tracked daily. The contractor shall provide:

- A minimum of 6 full-time equivalent (FTE) personnel to accomplish all daily tasks (six concurrent events) covered under Basic Services. At least three of the FTE must be trained in photography, and at least three (3) of those FTE must be trained and qualified as videographers possessing both shooting and video editing capabilities and a strong familiarity with using Final Cut Pro software.
- Personnel with sufficient experience to independently operate control rooms and AV and photographic equipment to create professional audio, video, photographic, and other digital media products, capable of lifting items that weigh up to 50 lbs. (TVs, cameras, etc.) and walking and standing for long periods while performing these services.
- Personnel with administrative customer support skills to provide customer support specified in this SOW.
- The contractor shall provide a core group of qualified, security-cleared contractor personnel to perform Basic Services.

The contractor personnel must have the ability to operate AV and/or photographic equipment, a PC and MAC Computer in order to provide the following services:

- Video Recording
- Video Production
- Audio/Video Editing
- Transport/Install/Setup/Strike AV Equipment
- Equipment Maintenance
- Photography
- Photo Enhancement
- Photo Printing
- Writing CD/DVD
- Duplicating CD/DVD and Audio/Video tapes
- Motion Graphics
- Operate and maintain a digital asset management (DAM) system (cataloging of digital photographic and/or video images and files)

contractor must have knowledge of AV and photographic services and equipment and the ability to operate a PC in order to provide the following services:

- Intake/customer service support
- Email, phone, computer-based request system

- Respond to customer requests
- Enter new requests onto the activity calendar
- Track contractor personnel and assignments
- Assist in preparing standard and ad hoc reports

TRAVEL

The NRC COR or Alternate COR may require the contractor to provide AV and photographic support services at off-site locations within the Baltimore/Washington Metropolitan area on an as-needed basis. Travel must be pre-approved in writing by the NRC COR or Alternate COR. The Government will reimburse travel cost in accordance with FAR 31.205-46. All travel must be approved in writing in advance by the NRC COR; the contractor will be required to provide a receipt for each individual travel cost over \$75 with their invoice. The contractor may only incur travel cost after funds for the same are obligated on the contract.

ON-CALL SUPPORT SERVICES

The NRC may require on-call support to provide AV support services as specified in Task B of this SOW. When the NRC recognizes a need for these services, the NRC COR Alternate COR will alert the contractor to the emergent need. All on-call support shall require prior authorization from the NRC COR in writing.

MAINTENANCE REPORTING REQUIREMENTS

If the contractor is notified of an AV related issue or problem, the contractor shall create a trouble ticket, and notify the NRC COR of the nature of the issue or trouble reported. The contractor shall make every effort to resolve and close the ticket in the most expeditious manner. The contractor shall notify the COR when the issue has been resolved.

The contractor shall document weekly all preventative maintenance and all trouble calls, and document the substitution of equipment using NRC forms and methods to document maintenance calls handled and maintenance actions taken.

All such documentation shall be monitored for trend analysis and provided in the monthly status report to the NRC COR or their designated alternate.

The contractor shall obtain written approval from the NRC COR or Alternate COR prior to performing maintenance if:

- The cumulative cost of the repairs exceeds the cost of replacement hardware for the affected service being repaired
- The cost to repair is expected to exceed \$200; and/or
- The estimated problem resolution time is expected to exceed the allowed service restoration time limits
- There is a need to perform disruptive testing on a marginal circuit or system.

The contractor shall provide the following information to the NRC COR:

- Details of the suspected failure
- Impact the testing will have on users

- Testing plan including estimated duration

PRIORITIZATION OF WORK

The NRC CORNRC COR has the authority to prioritize tasks at any time, and will provide guidance to prioritize tasks when requested.

All tasks shall be completed as scheduled and final products delivered per the "Standard Processing Times for AV and Photographic Services" table, unless a higher-priority task requires additional resources. The contractor shall assure that all Priority 1 tasks are completed as scheduled and products are delivered according to NRC CORNRC COR's pre-established completion schedule. Rescheduling a task based on contractor convenience or when a task was missed due to schedule inaccuracy shall not be acceptable.

Priority 1: The task involves or impacts the Commission, Executives, or other high-ranking NRC staff or when the task/event is of significant NRC or public interest. Such items include: Commission Briefings, foreign visitors, large public meetings, etc.

Priority 2: The task would have lesser impact on its requestor if rescheduled or if level of support is reduced. This may include equipment support for small meetings, support for training, individual awards, portraits and passports.

Priority 3: Equipment maintenance, AV library updates, general administrative duties and preventive maintenance on equipment.

STANDARD PROCESSING TIMES FOR AV AND PHOTOGRAPHIC SERVICES

Award Ceremonies and Candid Photos

No. of Awards	Photographing	Download/Process/Print	Quality Control	Completion	Add to Library
1 to 5	10 min	1 hr	5 min	One day	10 min
6 to 15	30 min	3 hrs	10 min	Three days	30 min
16 to 25	45 min	4 hrs	15 min	Four days	45 min
26 to 35	1 hr	6 hrs	30 min	One week	1 hr
36 to 45	1 hr	8 hrs	30 min	One week	1 hr

Passport Photo

No. of Photos	Photographing	Download/Process/Print	Quality Control	Completion	Add to Library
1 to 5	10 min	30 min	5 min	2 hrs	10 min

Portrait Photo

No. of Photos	Photographing	Download/Process/Print	Quality Control	Completion	Add to Library
1 to 5	10 min	1 hr	5 min	Same day	10 min
6 to 15	30 min	3 hrs	10 min	One day	30 min
16 to 25	45 min	4 hrs	15 min	Two days	45 min
26 to 35	1 hr	6 hrs	30 min	Three days	1 hr
36 to 45	1 hr	8 hrs	30 min	One week	1 hr

NOTE: Downloading Digital Images to CD will add 30 min to the above times

Video and/or Audio Recording

No. of tape hours	Duplication of Raw footage	Reference copy for customer	Editing	Final Product delivery
½ to 1	Tape hours + ½ hour	next day	NTE 2 weeks of customer-driven editing.	NTE 3 days after completion of edits
1.1 to 2	Tape hours + ½ hour	next day	NTE 2	
2.1 to 3	Tape hours + ½ hour	2 days	days of standard editing.	
3.1 to 4	Tape hours + ½ hour	2 days		
4.1 +	Tape hours + ½ hour	2 days		

Video Recording/Broadcasting (equipment pre-testing and setup times)

Commission Hearing Room	Auditorium	NRC buildings other than the White Flint Complex
Test the day before and setup 1-2 hours before event	Test the day before and setup 1-2 hours before event	Setup and Test 1-2 hours before event

Maintenance/System checks

Commission Hearing Room	Auditorium	Studio	Lobby TV's (all buildings)	Storage Area	Other Equipment
Weekly	Weekly	Daily	Monthly	Monthly	Monthly

Setup/Travel Time:	If at White Flint Complex: 5 to 10 min Otherwise, time will be based on location
VTC Test:	Approximately one hour
Media Streaming Test:	1-hour test during day prior, and one hour prior to the event
Commission Briefings:	2 hours setup/testing and 2-3 hours for the briefing
Video Taping Setup:	1- hour before If this is a training video for HR, duration is approximately 4 hours
Events on the Green:	Stage and Test equipment indoors the day before (if feasible) Setup and Test 2 hours before

ESTIMATED ANNUAL WORKLOAD – BASIC SERVICES

Estimated daily level of effort: Multiple daily tasks consisting of AV and/or photo requirements which include a minimum six (6) concurrent events. The NRC estimates that a minimum of 6 qualified full time equivalents will be required to provide basic coverage.

During all events, the contractor shall assure that personnel supporting the event are attentive and necessary, meaning that there is no perceived impression that the person is idle. Personal cell phones will be used at a minimum and only to necessitate other work-related functions.

contractor personnel who are not on an active assignment may work on completing other existing projects, maintenance/upkeep of equipment and media libraries, and provide customer service support.

- Core hours for event support: 7:00am – 5:30pm
- Studio Hours of operation for customer support: 7:15am – 4:30pm
- Hours of operation for completing projects (editing, printing, maintenance, reports, etc.) shall vary depending on amount of work to be completed and deadlines. As a guide, contractors should not be in NRC facilities later than 6pm or earlier than 6am.
- Bi-weekly, Monthly, Quarterly and Yearly Reports, Operation Procedures Guide and ad-hoc reports as requested by NRC CORNRC COR.

Estimated support requirements for six (6) concurrent events will vary. Example: some events will require the support of a single photographer, while others will require a small crew to provide setup and testing, and others will require only one person to operate the equipment during the event, and others will require a combination of photography and AV operators to provide support.

The NRC also requires back-to-back support of events in different physical locations, and travel time must be considered when transporting equipment or personnel from one location to another. A photographer at the TWB building from 8:00-9:00 will not be able to support a 9:15 event at WFN due to the proximity of locations. Similarly, a video setup in a neighboring room will require additional time to strike and transport the equipment. Such variables must be considered when providing concurrent support.

AUDITORIUM AND COMMISSION HEARING ROOM SUPPORT:

The NRC's Auditorium and Commission Hearing Room are permanently equipped. In the past, one person has been able to manage the operation of the event. Two people are typically needed to setup and test/adjust the equipment to the particular event. Two qualified contractor personnel are required to be present in the CHR control room during any Commission-level meeting. Events held in these rooms are typically video-recorded and often photographed. Control rooms in the Auditorium and Commission Hearing room shall remain locked when not in use.

AV STUDIO

Except under special pre-approved circumstances, the Studio doors shall remain open from 7:15am to 4:30pm. At least one person must be present in the studio at all times and provide customer support. *The studio shall never be left unattended for any period of time unless directed by COR or authorized personnel.* The Studio shall remain locked when not occupied.

Contractor personnel shall work on completing existing projects, maintenance/upkeep of equipment and media libraries, and provide customer service support. Contractor shall also provide customer support and delivery of loaner equipment such as cameras, computer projectors, and similar audiovisual production and presentation equipment within WFC.

Yearly events that require a significant amount of AV support include the following examples and estimated workload:

- The one-day NRC Annual Awards Ceremony will require significant support, which is minimally-estimated to be: a 3-person video crew (2 camera operators and 1 mix/switcher). Two photographers to cover portraits prior to the event and capture awardees during the event, and 1 runner to communicate emerging needs during the event.
- The four-day Regulatory Information Conference (RIC) will require significant support, minimally-estimated as follows: All days require 2 photographers to capture images of each individual presenter. Day 1 and 2 include video recorded sessions, which will require a 3-person video crew (2 camera operators and 1 mix/switcher).
- The one-day NRC All-Hands Meeting is minimally-estimated to require a 2-person video crew (1 static camera shot), and 1 or 2 photographers.

Daily work includes customer service support, scheduling, completion of pending tasks, AV Library updates, and equipment maintenance.

ON-CALL SERVICES:

On-Call services are intended to be supplement to the Basic Services. Services are intended to cover occasional service hours for events beyond 5:30pm, when more than six (6) concurrent events occur, or when supporting large agency events.

On-Call services must be pre-approved by the COR before hours are worked, and are **not** intended for work that could otherwise be completed during normal working hours, or by shifting contractor work hours to accomplish the task.

On-Call Services **excludes** editing. Editing of photos, video, audio, etc. shall be included in Basic Services. When additional (non-Key) personnel are provided as supplements or replacements, the quality of images, photo, and video shall yield high-quality professional results.

ESTIMATED ANNUAL WORKLOAD

The following list falls under Basic Services. The contractor shall be required to provide daily services for any combination of services under Estimated Annual Workload. This list is based on historic need, is an estimate, and is not all-inclusive:

<u>Service/Event</u>	<u>Est Yearly Qty</u>
1. Office awards ceremony	30x a year
2. Annual awards ceremony Video and audio broadcast Video and audio setup VTC support Photo awardees for booklet Photos during the event	once a year 3- week process
3. Signing (Chairman's office) Photos of signing & group photo	A few yearly
4. Meetings with Chairman & foreign visitors (photos)	10x a year
5. Passport, VISA, ID photos	2 - 3 per week
6. Regulatory Information Conference Photos for the organizational poster Photos of the meetings (candid photo) Photos Video taping & web streaming	Once a year
7. Agency-sponsored events (photos and AV) Earth Day Bring Your Children to Work Program Noontime concerts Agency picnic	2 per month
8. Site visit – travel (photos)	Once a year
9. CFC kickoff (AV and photos)	Once a year
10. Chairman's speech (video production and photos)	Once a year
11. Retirement photos (onsite only)	1-3 per month
12. Annual Report (Information Digest) Special photo shoots Photos from filing system	Once a year

- | | | |
|-----|--|-------------------|
| 13. | Employee portraits | Daily |
| 14. | Special photo for ID
Photo enhancement, sized, provide digital images | several yearly |
| 15. | Commission briefings/Affirmations
Setup audio & video
Assist with media streaming
Assist VTC broadcast
Assist with live open-captioning
Telephone bridges
Broadband feeds
Audio feeds
Videotaping
Audio taping
Assist with presentation slides (before and/or during the briefing) | Approx. 50 a year |
| 16. | Auditorium presentations
Setups (audio or video)
Assist with VT equipment setups
Assist with audio bridge
Photos
Video taping
Assist with computer projector setup
Equipment demos | Approx. 4 a week |
| 17. | Agency photos of the NRC Chairman & Commissioners
Individual
Passport
Group photo
Portraits
Office photo (group shot) | once a year |
| 18. | Regional offices request for photo
Power plant photos
Photos of the Commissioners
Photos of the President & Vice President | several yearly |
| 19. | Photos for security
Photos from video tapes
Photos of the Commissioners | several yearly |
| 20. | OPA request for photos (for outside agencies)
Power plants
Chairman & Commissioners
Scanning and image storage
Duplication video & audio
Editing video & audio
Duplicating video clips off the web | weekly |
| 21. | Special training in the Training Center | Weekly |

	Photos Video taping Duplication video & audio	
22.	Offsite AV and photo support	2-3 per week
23.	Scanning for all offices Photos Downloading to storage media Images for the webpage Images for their news letters or reports	several yearly
24.	TV Systems setups or reprogramming Trouble shooting	Monthly
25.	Manage and maintain the photo library Over 25,000 images Images for lobby poster project Images for the Regional Offices	weekly Quarterly Monthly
26.	Assist with all presentations given in the Commissioner Hearing Room and in the auditorium	Daily
27.	Other services: Video, audio tape duplication CD/DVD/disc duplication Video editing, video recording Photo editing, retouching, scanning Still and motion graphics Research on audiovisual & photo equipment for the NRC Equipment loan, transport, setup and maintenance Customer service (email, phone, walk-ins, etc)	Daily, as requested

The following represents average photography support numbers per year:

<u>Service/Event</u>	<u>Est Yearly Qty</u>
Awards	3,500 - 4,000 photos
Passport	100 photos
Candid images	4,000 - 5,000 photos
Portraits	3,000 - 5,500 photos
Photo enhancement	3000 photos
Add images (AV Library)	10,000 - 15,000 photos
Providing photo discs	500-600 Discs

The following represents average video support numbers per year:

<u>Service/Event</u>	<u>Est Yearly Qty</u>
Video duplication	300 - 400 tasks
Audio duplication	200 - 300 tasks
Auditorium support	600 - 1000 tasks
Commissioners hearing support	100 tasks
Commission briefing	52 tasks

Large programs	10 tasks
Testing	2000 - 3,000 hours
AV support	1,000 - 2,000 hours
Video training taping	40 tasks
VTC support	200 tasks
Video editing	100 tasks
CD/DVD transfers	500 tasks

Note: The number of tasks, photos, and services/events listed under "Estimated Annual Workload" listed in the SOW is provided to the offeror solely for the purpose of understanding the NRC's historical workload. Any use of this historical information by the offeror in preparing their proposal is a reflection of the offeror's own business judgment and is used at their own risk.

TASK C: MULTIMEDIA TECHNICAL SUPPORT SERVICES

The U.S. Nuclear Regulatory Commission (NRC) operates a full-service audiovisual and video teleconferencing system to support customer requirements throughout the agency. The AV and VTC infrastructure and equipment requires monitoring and supervision in order to guarantee reliable service. The number and variety of customer service requests for audiovisual and video teleconferencing services mandate that systems be fully operational and available at all times. To support these AV and VTC systems, the NRC requires the services of a qualified engineer to perform routine maintenance, troubleshooting, and support. Additionally, the NRC intends to have long-term planning and design for its AV and VTC infrastructure to guarantee a system that provides these services by utilizing new and emerging technologies.

The majority of AV and VTC engineering support services are provided in the NRC White Flint North (WFN) headquarters complex. Occasionally, engineering services may be required at NRC headquarters off-site locations, or at other governmental and non-governmental locations in suburban Washington, D.C and the surrounding regions.

The U.S. Nuclear Regulatory Commission (NRC) also operates a modern public address (PA) system throughout its headquarters complex in Rockville and Bethesda, Maryland. The PA system is a non-emergency method of disseminating audible information to a building's occupants. The PA system enhances and supplements NRC's other existing employee communications methods. Primary coverage of the PA system includes all floors of the NRC Headquarters facilities, including the parking garage, as well as NRC-occupied space within the interim building locations. Secure areas (including Secure Conference Information Facilities (SCIF) are exempt from the PA system to assure that no information is compromised. The PA system is intended to notify NRC staff of important and/or timely news and information. Additionally, the PA system serves as an emergency notification system for matters of employee health and safety. A fully-functioning, reliable PA system is vital to the health and welfare of NRC staff. The NRC ultimately envisions a fully-digital, unified public address system that connects all headquarters, interim and Regional Office locations via a single, integrated PA solution.

All of the work described under Task C shall be provided on an on-call basis. When the NRC recognizes a need for these services, the NRC COR/NRC COR or designee will alert the contractor PM to the emergent need. All on-call support shall require prior authorization from the NRC COR/NRC COR in writing. Services provided beyond the Basic Service levels shall be billable at the labor hour rate specified within this contract for that labor category.

AV AND VTC ENGINEERING SERVICES AND SUPPORT AND PUBLIC ADDRESS SYSTEM MAINTENANCE

The contractor shall perform maintenance, service, and planning related to the NRC AV and VTC infrastructure. The contractor shall:

- Provide design or perform the production engineering for equipment or devices for which design criteria are standardized or well established by applying standard engineering practices, components and circuit design approaches;
- Perform the engineering tasks necessary for the installation of established or modified equipment in a studio, building, or other environment;
- Carry out maintenance engineering assignments for an in-service equipment or a complex of equipment comprising a system;

- Perform engineering evaluation of manufacturers' data packages containing specifications, schematics, test data, construction details, etc., which conform to well-known technology;
- Design or review designs of electric power distribution and utilization systems or electrical generating equipment of limited scope and complexity such as for small ordinary office buildings, or designated portions of larger, more complex electrical projects;
- Use established criteria to perform engineering analysis and evaluation of applications for a variety of applications for broadcast stations, point-to-point, or land mobile communications facilities to insure interference-free communication, involving complex, but commonly used, antennae setups, transmitting, and receiving equipment which have been previously approved by the agency for use.

The contractor shall perform all maintenance and support services for a minimum of 8-hours per week to provide services as requested in writing, by the COR.

The contractor shall also provide for ongoing system maintenance and repair of the NRC public address system. This shall include troubleshooting and repair as needed to all PA systems throughout the NRC headquarters building locations. The contractor shall provide, on an as-needed basis, expert technical support and service to assure that all PA systems provide reliable service at all times.

STAFFING

The contractor shall provide the following AV/VTC engineering support services. The contractor personnel shall be knowledgeable in a wide range of technology, from modern digital methods to traditional broadcast systems. Some areas of knowledge should include acoustical engineering, broadcast automation, communications equipment, production switchers, and Radio Frequency satellite linking.

PA SYSTEM MAINTENANCE

The contractor shall maintain the PA system at the NRC Headquarters locations. This service shall include:

- Maintenance of the entire PA system which ensures that an NRC employee may make a PA announcement to all Headquarters, or all Headquarters and Regional staff offices from each of the Headquarters PA System audio input locations:
 - OWFN Building - 17th Floor in the Chairman's Suite;
 - OWFN Building - 2nd Floor in the Administrative Services Center;
 - TWFN Building - 6th Floor in the Office of Administration;
 - TWFN Building - 4th Floor in conference room TWFN-4B3.
- On-call technical support related to the overall PA system Integrated-Solution including:
 - Support on a fixed-hourly-rate basis for any technical assistance that the COR requests during the contract period for additional on-site training, on-site assistance to support major events, technical input for future modifications to the system that NRC may consider at the Headquarters or Regional offices, etc.);
 - Replace any malfunctioning PA system speakers and/or speaker wiring at the NRC Headquarters facility (these items are not replaced as part of the Integrated-Solution upgrade);
 - On-call PA System modifications to modify the system during the contract period as requested by NRC (i.e. move microphone locations, install new speaker (not replace)

- and/or microphone locations, re-locate PA system equipment within the facility, assist NRC Regional Offices with PA system related issues and add other PA System features or equipment to meet changing NRC needs, etc.).
- Provide PA system analysis and recommendations for future migration to a fully integrated, digital PA system that connects all NRC headquarters, interim and Regional Office locations.
 - contractor shall provide replacement items on an as-needed basis, per directions provided by the NRC CORNRC COR. Prior written approval by the COR is required for any contractor purchases related to this contract. The NRC would reimburse the contractor for any actual costs incurred plus G & A burden (if applicable) but excluding profit.

1. PERFORMANCE REQUIREMENTS

The NRC reserves the unilateral right to implement any of the disincentives shown below during the contract period. The NRC CORNRC COR shall evaluate/investigate each disincentive implemented for validity and circumstances.

Performance Requirement and Deliverables	Standard	Method of Review	Incentives/Deduction
<p>1. The contractor shall maintain personnel capacity to support "BASIC AV/VTC SERVICES" throughout each federal workday.</p> <p>The contractor shall ensure sufficient qualified personnel are on-site at the NRC location each federal work-day to support the requirement of i) six (6) concurrent AV tasks, and ii) a maximum of 14 point-to-point or multi-point individual VTC sessions, with as many as 3 individual sessions occurring simultaneously or overlapping.</p>	<p>No NRC service requests shall be delayed, canceled, rescheduled or performed by NRC staff because the contractor failed to provide the necessary qualified personnel to perform the Basic services.</p>	<p>100% inspection by NRC CORNRC COR.</p>	<p>Full Payment for 100% compliance.</p> <p>Disincentives:</p> <p>Number of occurrences per calendar-month:</p> <p>Disincentive:</p> <p>0-1 No deduction</p> <p>2-4 \$350 for each affected work-day</p> <p>5 or more \$100 per additional occurrence</p>

<p>2. The contractor shall perform the AV/VTC “Basic Services” accurately.</p> <p>The contractor shall ensure all services are performed accurately as stated in each service request (if the service request does not provide any critical information required to accurately perform the request, the contractor shall seek the necessary information to complete the task.)</p>	<p>No complaints are received from NRC staff as a result of the contractor:</p> <p>A. Delay in performance of the request</p> <p>B. Not adhering to the NRC's priority standard</p> <p>C. Not performing a priority #1 task within the schedule or with professional quality</p>	<p>100% inspection by NRC CORNRC COR.</p>	<p>Disincentives:</p> <p>Number of occurrences</p> <p>per calendar-month:</p> <p>Disincentive:</p> <p>0-1 No deduction</p> <p>Over 1 \$100 for each occurrence</p>
<p>3. The contractor shall maintain VTC connectivity within the VTC support staff control throughout all VTC session.</p> <p>The contractor shall ensure VTC sessions provide continuous connectivity with the point-to-point distant-end or multi-point distant-ends throughout VTC sessions within control of the VTC support staff actions.</p>	<p>0% dropped calls as a result of the contractor's actions.</p>	<p>100% inspection by NRC CORNRC COR.</p>	<p>Full payment for 100% compliance.</p> <p>Number of occurrences</p> <p>Per calendar-month:</p> <p>Disincentive:</p> <p>0-1 No deduction</p> <p>Over 1 \$200 for each occurrence</p>
<p>3. The contractor shall immediately re-dial any dropped VTC sessions.</p> <p>On occasions when VTC sessions disconnect and NRC HQ is the party calling the distant-end, the contractor shall immediately reconnect the VTC session.</p>	<p>VTC sessions must be reconnected with 120-seconds, barring equipment malfunction/failure.</p>	<p>100% inspection by NRC CORNRC COR.</p>	<p>Full payment for 100% compliance.</p> <p>Number of occurrences</p> <p>Per calendar-month:</p> <p>Disincentive:</p> <p>0-1 No deduction</p> <p>Over 1 \$200 for each occurrence</p>

<p>4. The contractor shall immediately contact the distant-end via telephone for any dropped VTC sessions when the distant-end is responsible for connecting the session.</p> <p>On occasions when VTC sessions disconnect and distant-end is the party calling the NRC HQ, the contractor shall immediately attempt contact with via telephone with VTC support office staff on the distant-end.</p>	<p>Contact attempts to the distant-end VTC support office must occur within 90-seconds of the dropped session.</p>	<p>100% inspection by NRC CORNRC COR.</p>	<p>Full payment for 100% compliance.</p> <p>Number of occurrences</p> <p>Per calendar-month:</p> <p>Disincentive:</p> <p>0-1 No deduction</p> <p>Over 1 \$200 for each occurrence</p>
<p>5. The contractor shall submit all reports on time.</p>	<p>The contractor shall submit monthly activity reports to the COR not later than the 6th working day of the following month.</p>	<p>100% inspection by NRC CORNRC COR.</p>	<p>Number of days past the 6th working day of the month</p> <p>Disincentive:</p> <p>0-1 No deduction</p> <p>Over 1 \$50 per day</p>
<p>6. The contractor shall perform the necessary multimedia on call support services accurately and in a manner that is fully compliant with the requirement stated in Task C.</p>	<p>Uninterrupted, reliable multimedia services.</p>	<p>100% inspection by NRC CORNRC COR.</p>	<p>Full payment for 100% compliance.</p> <p>Disincentive:</p> <p>0-1 No deduction</p> <p>Over 1 \$200 for each occurrence</p>

2. ESTIMATED LEVEL OF EFFORT

For each of the following specific Tasks, the estimated Level of Effort is as follows:

Task A.1

Senior Communications Analyst or (equivalent)– 1 on-site FTE
Communications Analysts – or (equivalent) 5 on-site FTE

Task A.2 (on-call VTC Support)

On-call support – 300 hours

Task B.1

Video / Production Services Specialist or (equivalent) – 3 on-site FTE
Photography Services Specialist or equivalent – 3 on-site FTE

Task B.2 (on-call AV Support)

On-call support – 300 hours

Task C.1 (Multimedia Technical Support Services)

On-call support – 1,500 hours

3. CONTRACTOR CONDUCT

The Government reserves the right to require the contractor to remove from the contract any employee that engages in misconduct. Such notice will be presented in writing to the contractor by the Contracting Officer

The Government has a zero tolerance for substance abuse, inclusive of drugs and alcohol, and sexual harassment. Contractor employees shall not exhibit any behavior that may be considered to be sexual harassment, e.g. sexual advances and/or harassing any building occupants or other offensive conduct.

4. HOURS OF OPERATION

The contractor shall maintain a staff and office telephone coverage within Headquarters buildings during the core duty hours defined as between the hours of 7:00 a.m. and 5:30 p.m. Monday through Friday, excluding Federal holidays as set forth below. The COR reserves the right to adjust the level of concurrent capacity, and to adjust the contractor level of effort and times of performance to match the projected workload during any scheduled workday.

5. HOLIDAYS OBSERVED

Throughout this contract, references to numbers of days shall be understood to mean Government official work days and shall exclude Saturdays, Sundays, and Federal Holidays.

The following holidays are recognized by the Federal Government:

- New Year's Day
- Inauguration Day
- Martin Luther King Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day
- Christmas Day

Should a holiday fall on a weekend, the day designated by the Federal Government shall be recognized as the official holiday.

Should any additional holidays be granted on a one-time basis by the President of the United States for a full or partial day, such additional holidays shall also be observed by the contractor. Should the Office of Personnel Management (OPM) or other authorized Government

official/agency announce the closure of the Federal Government or of the Headquarters buildings for full or partial days for causes such as inclement weather, the contractor shall be required to provide essential staffing necessary to maintain and protect the facilities as directed by the CORthe COR.

For scheduled events that occur outside regular hours (7:00 a.m. and 5:30 p.m. Monday through Friday), the contractor shall shift the schedule of personnel to support the requirements. For example, if an event is scheduled on hour later than normal hours, the Contractor shall schedule one of their personnel to come in one hour late and remain on-site one hour later than normal work time.

6. GOVERNMENT FURNISHED EQUIPMENT

The NRC will provide the contractor with all available documentation, software manuals, diagnostic routines, warranty information, equipment configurations and any other available information necessary to perform service under this contract. All documentation provided to the contractor will remain the property of the NRC.

7. EQUIPMENT REPAIR/CALIBRATION AND MAINTENANCE

At the request of the NRC, the contractor shall coordinate the repair/calibration of NRC equipment according to instructions received from the appropriate manufacturer or vendor. The contractor shall maintain a record and monitor the status of all visual information equipment returned to the manufacturer or other certified authorized source for repair or replacement, until restored to operation.

The contractor shall establish a calibration schedule for the NRC-furnished equipment according to manufacturers' specifications.

The contractor shall perform weekly preventive maintenance inspections (PMIs). PMIs shall entail system testing, full functionality testing, visual inspection and exterior cleaning. If the contractor determines that interior cleaning is needed, the contractor shall contact the NRC CORNRC COR.

The contractor shall maintain a spreadsheet calendar (or equivalent database) to record all PMIs and provide it to the CORthe COR at least monthly. The contractor shall report any discrepancies to the CORthe COR immediately.

8. PROJECT MANAGEMENT

The contractor shall facilitate Government-contractor interface for all tasks contained in this SOW. The primary function of the designated PM shall be to act as the technical and managerial interface between the contractor and the Government. This individual must be technically skilled in the areas of AV/VTC to provide technical support services under this contract. The contractor shall participate in weekly meetings with other support contractor help desks, weekly meetings with the NRC and other formal meetings as required and directed by the NRC CORNRC COR. The Contractor shall report monthly progress and financial performance for all activities under the contract in the Monthly Technical and Financial Status Report.

9. SECURITY CLEARANCES FOR NRC SITE-ACCESS

The contractor shall, within one week of being notified by NRC of the award of this contract, provide the NRC CORNRC COR or designee completed NRC security clearance packages for qualified contract personnel identified to perform work under the contract. If the contractor receives written notice from the NRC that information required to process a security clearance

was omitted, the contractor shall ensure that the information is submitted to the NRC within (3) three business days (Monday – Friday) of receipt of the written notice.

If the NRC disapproves a security clearance for any individual proposed by the contractor or in the case of an unplanned and immediate loss of an individual, the contractor shall submit a properly completed security package to the NRC CORNRC COR or designee for a replacement individual within five (5) business days from the date that the individual is no longer available to perform under the contract.

The contractor shall ensure that the NRC badge of the individual that voluntarily or involuntarily leaves the agency is returned to the NRC CORNRC COR or designee on the individual's last official work day on the contract.

10. SAFETY STANDARDS

The contractor and all Contract personnel shall adhere to all Public Laws and Occupational Safety & Health Administration (OSHA) standards and local government fire and safety regulations.

The contractor shall notify the NRC CORNRC COR and CO of all contractor related mishaps which results in personal injury, Government property damage, and/or financial loss due to the work performed. The contractor shall, in coordination with the NRC COR, secure the mishap scene and impound immediately the wreckage and all related documentation until released by the Government Investigating Safety Office. Such release will be accomplished through the NRC Safety Officer. The contractor and related subcontractors shall support the Government, as required, in the mishap investigation by all Government organizations.

In general, the contractor shall maintain his installation and storage areas free from accumulation of waste material and rubbish. Upon completion of all work or the end of the work day, all tools, equipment, and materials shall be stored in a secure area. After completion, the work areas shall be left in a clean and unobstructed condition.

11. QUALITY ASSURANCE

The support supplied by the contractor shall be of a quality that meets or exceeds the NRC requirement for competent, professional visual information standards. To ensure the highest quality, the contractor shall address quality as an implied component of all tasks and services requested in this SOW and delivered throughout the life of the contract.

NRC's goal is to provide a high level of customer satisfaction to its end-users, its licensees, and the general public accessing NRC systems. All contractor activities shall be in compliance with the NRC's quality assurance goal of providing high level customer satisfaction. The contractor shall provide support that enables this level of quality to be attained by developing and maintaining service goals that include, at a minimum, customer satisfaction factors, "time to repair" factors and system performance factors.

The contractor shall demonstrate a commitment to ensuring the ability to deliver to the Government the best quality products and services, and in developing improvements in performance, productivity and management of this contract. The contractor shall establish, document and maintain a system of records to allow the monitoring of the quality assurance program effectiveness. The records are to be maintained at the contractor's task site(s) location. Access to such records shall be provided to authorized Government representatives and copies

shall be provided to the Government, upon request by the CORthe COR. Quality assurance records maintained shall document the quality assurance process the contractor followed to ensure that all tasks were performed to the applicable quality standards. The contractor shall document the following:

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SECTION B - CONTINUATION BLOCK

B.1 PRICE/COST SCHEDULE

ITEM NO.	DESCRIPTION OF SUPPLIES/SVCS	QTY	UNIT PRICE	AMOUNT
1	HQ VTC AND AUDIOVISUAL SUPPORT SERVICES	1.00 LOT	\$497,392.6600	\$497,392.66
	FUNDING/REQ NO: 1:		\$497,392.66	ADM-11-251
GRAND TOTAL ---				\$497,392.66 =====

ACCOUNTING AND APPROPRIATION DATA:

ACRN APPROPRIATION AMOUNT	REQUISITION NUMBER
1 2012-40-51-F-191D2394252A31x0200	ADM-11-251 P \$497,393.00

AV-VTC CONTRACT PRICE SCHEDULE

BASE PERIOD: For VTC: 12/01/11-03/31/12
For AV: 03/01/11- 03/31/12
For Multimedia Support: 12/01/11 - 03/31/12

CLIN	Description	Qty.	Unit	Unit price	Ceiling Price
0001 @	Task A VTC Basic Level Services: Basic level of daily routine services to be provided on a firm-fixed-price basis. See Task A of the attached SOW for description.		Month		
0002 &	Task A VTC On-Call Services: Additional support to meet peaks in workload or to extend the daily work schedule to meet emerging needs, available on an as-needed labor-hour basis. See Task A of the attached SOW for description.	(EST)	Hour		
0003 @	Task B AV Basic Level Services: Basic level of daily routine services to be provided on a firm-fixed-price basis. See Task B of the attached SOW for description.		Month		
0004 &	Task B AV On-Call Services: Additional support to meet peaks in workload or to extend the daily work schedule to meet emerging	(EST)	Hour		

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	needs, available on an as-needed labor-hour basis. See Task B of the attached SOW for description.				
0005 &	Task C On Call Multimedia Technical Support: Perform routine maintenance, troubleshooting, and support.	(EST)	Hour		
SUBTOTAL CEILING PRICE FOR BASE PERIOD					\$492,392.65

ESTIMATED ODCs

CLIN	Description	Ceiling Price
0006 \$	Incidental Supplies The contractor shall submit a written quotation to the COR. A written authorization from the COR is required prior to any purchase under this CLIN. ODCs will be reimbursed at actual cost, plus G&A burden (if applicable) but no fee. Copies of invoices for individual purchases under this CLIN, as well as a copy of the COR's written approval to purchase those items, must accompany the contractor's invoice for those costs.	(NTE)
0007 \$	Travel Costs: The government will reimburse contractor travel costs in accordance with FAR 31.205-46, plus G&A burden (if applicable) but no fee. All contractor travel plans require prior written approval from the COR. Copies of invoices for individual travel costs must accompany the contractor's invoice for those costs.	(NTE)
	SUBTOTAL CEILING PRICE FOR ODCs FOR BASE PERIOD	(NTE)
	TOTAL CEILING PRICE FOR BASE PERIOD	\$497,392.66

@ Fixed price requirement type CLIN

\$ represents cost reimbursement CLIN

& represents a Labor Hour CLIN

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OPTION PERIOD 1: 04/01/2012 – 11/30/2012

CLIN	Description	Qty.	Unit	Unit price	Ceiling Price
1001 @	Task A VTC Basic Level Services: Basic level of daily routine services to be provided on a firm-fixed-price basis. See Task A of the attached SOW for description.		Month		
1002 &	Task A VTC On-Call Services Additional support to meet peaks in workload or to extend the daily work schedule to meet emerging needs, available on an as-needed labor-hour basis. See Task A of the attached SOW for description.	(EST)	Hour		
1003 @	Task B AV Basic Level Services: Basic level of daily routine services to be provided on a firm-fixed-price basis. See Task B of the attached SOW for description.		Month		
1004 &	Task B AV On-Call Services: Additional support to meet peaks in workload or to extend the daily work schedule to meet emerging needs, available on an as-needed labor-hour basis. See Task B of the attached SOW for description.	(EST)	Hour		
1005 &	Task C On Call Multimedia Technical Support: Perform routine maintenance, troubleshooting, and support.	(EST)	Hour		
SUBTOTAL CEILING PRICE FOR OPTION PERIOD 1					\$1,644,158.45

ESTIMATED ODCs

CLIN	Description	Ceiling Price
1006 \$	Incidental Supplies The contractor shall submit a written quotation to the COR. A written authorization from the COR is required prior to any purchase under this CLIN. ODCs will be reimbursed at actual cost, plus G&A burden (if applicable) but no fee. Copies of invoices for individual purchases under this CLIN, as well as a copy of the COR's written approval to purchase those items, must accompany the contractor's invoice for those costs.	(E)
1007 \$	Travel Costs: The government will reimburse contractor travel costs in accordance with FAR 31.205-46, plus G&A burden (if applicable) but no fee. All contractor travel plans require prior written approval from the COR. Copies of invoices for individual travel costs must accompany the contractor's invoice for those costs.	(NTE)
	SUBTOTAL CEILING PRICE FOR ODCs FOR OPTION PERIOD I	(NTE)
	TOTAL CEILING PRICE FOR BASE PERIOD	\$1,654,158.45

@ Fixed price requirement type CLIN

\$ represents cost reimbursement CLIN

& represents a Labor Hour CLIN

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OPTION PERIOD 2: 12/01/2012 – 05/31/2013

CLIN	Description	Qty.	Unit	Unit price	Ceiling Price
2001 @	Task A VTC Basic Level Services: Basic level of daily routine services to be provided on a firm-fixed-price basis. See Task A of the attached SOW for description.		Month		
2002 &	Task A VTC On-Call Services Additional support to meet peaks in workload or to extend the daily work schedule to meet emerging needs, available on an as-needed labor-hour basis. See Task A of the attached SOW for description.	(EST)	Hour		
2003 @	Task B AV Basic Level Services: Basic level of daily routine services to be provided on a firm-fixed-price basis. See Task B of the attached SOW for description.		Month		
2004 &	Task B AV On-Call Services: Additional support to meet peaks in workload or to extend the daily work schedule to meet emerging needs, available on an as-needed labor-hour basis. See Task B of the attached SOW for description.	(EST)	Hour		
2005 &	Task C On Call Multimedia Technical Support: Perform routine maintenance, troubleshooting, and support.	(EST)	Hour		
SUBTOTAL CEILING PRICE FOR OPTION PERIOD 2					\$1,363,556.90

ESTIMATED ODCs

CLIN	Description	Ceiling Price
2006 \$	Incidental Supplies The contractor shall submit a written quotation to the COR. A written authorization from the COR is required prior to any purchase under this CLIN. ODCs will be reimbursed at actual cost, plus G&A burden (if applicable) but no fee. Copies of invoices for individual purchases under this CLIN, as well as a copy of the COR's written approval to purchase those items, must accompany the contractor's invoice for those costs.	(NTE)
2007 \$	Travel Costs: The government will reimburse contractor travel costs in accordance with FAR 31.205-46, plus G&A burden (if applicable) but no fee. All contractor travel plans require prior written approval from the COR. Copies of invoices for individual travel costs must accompany the contractor's invoice for those costs.	(NTE)
	SUBTOTAL CEILING PRICE FOR ODCs FOR OPTION PERIOD 2	(NTE)
	TOTAL CEILING PRICE FOR OPTION PERIOD 2	\$1,373,556.90

@ Fixed price requirement type CLIN

\$ represents cost reimbursement CLIN

& represents a Labor Hour CLIN

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B.2 CONSIDERATION AND OBLIGATION – FIRM-FIXED-PRICE
(CLINS 0001, 0003, 1001, 1003, 2001, and 2003)

The firm fixed price for the above clins in this contract is **\$2,951,198.54.**

B.3 CONSIDERATION AND OBLIGATION – DELIVERY ORDER
(CLINS 0001 – 2007)

- a. The total estimated amount of CLINS 0001 through 2007 (ceiling) for the products/services ordered, delivered, and accepted under this contract which includes ODC's is **\$3,525,108.01.**
- b. The amount presently obligated with respect to CLINS 0006 and 0007 is **\$497,393.00** **(includes NTE ODC's of \$4,900.00)**. 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 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

SECTION C - CONTRACT CLAUSES

C.1 52.219-11 SPECIAL 8(A) CONTRACT CONDITIONS (FEB 1990)

The Small Business Administration (SBA) agrees to the following:

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

(b) That in the event SBA does not award a subcontract for all or a part of the work hereunder, this contract may be terminated either in whole or in part without cost to either party.

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

(d) That payments to be made under any subcontract awarded under this contract will be made directly to the subcontractor by the NRC.

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

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

C.1(a) OTHER 8(a) CONTRACT CONDITIONS

Although the U.S. Small Business Administration (SBA) may not be identified in Block 17a of the award document, SBA remains the prime contractor and 3Links Technologies, Inc. is the subcontractor in accordance with the existing SBA/NRC Partnership Agreement. **The SBA WMADO Requirements No. is 0353/11/103601**

C.2 52.219-14 LIMITATIONS ON SUBCONTRACTING (DEC 1996)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) By submission of an offer and execution of a contract, the Offeror/contractor agrees that in performance of the contract in the case of a contract for--

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(1) Services (except construction). At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.

(2) Supplies (other than procurement from a nonmanufacturer of such supplies). The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.

(3) General construction. The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.

(4) Construction by special trade contractors. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

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

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

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

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

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

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

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

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

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

**C.4 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS
(JUN 2010)**

(a) Inspection/Acceptance. The contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights-

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

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

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

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

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

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

(g) Invoice.

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

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- (i) Name and address of the contractor;
- (ii) Invoice date and number;
- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.

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

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-- Central contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central contractor Registration), or applicable agency procedures.

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

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

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

(i) Payment.-

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

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

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

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

(5) Overpayments. If the contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the contractor shall--

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

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

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

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

(D) contractor point of contact.

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

(6) Interest.

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

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

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

(A) The Contracting Officer and the contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

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

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

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

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

(A) The date fixed under this contract.

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

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

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

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

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

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

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

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

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

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

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give

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the Government any right to audit the contractor's records. The contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

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

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

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

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

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

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

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

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

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(8) Other documents, exhibits, and attachments

(9) The specification.

(t) Central contractor Registration (CCR).

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

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

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

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

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

**C.5 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS
(JUN 2010) ALTERNATE I (OCT 2008)**

(a) Inspection/Acceptance.

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

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

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

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

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

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

(B) Terminate this contract for cause.

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

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

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

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

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

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

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

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

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

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

(e) Definitions.

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

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

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

(A) Performed by the contractor;

(B) Performed by the subcontractors; or

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

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(iii) Materials means--

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

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

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

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

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

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

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

(g) Invoice.

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

(i) Name and address of the contractor;

(ii) Invoice date and number;

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

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

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

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

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

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

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

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

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

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-- Central contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central contractor Registration), or applicable agency procedures.

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

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

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

(i) Payments.

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

(i) Hourly rate.

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

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

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

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

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

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

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

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

(ii) Materials.

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

(1) Quantities being acquired; and

(2) Any modifications necessary because of contract requirements.

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

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

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

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

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

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

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

(1) Other Direct Costs. The Government will reimburse the contractor on the basis of actual cost for the following, provided such costs comply with the requirements in paragraph (i)(1)(ii)(B) of this clause: None

(2) Indirect Costs (Material Handling, Subcontract Administration, etc.). The Government will reimburse the contractor for indirect costs on a pro-rata basis over the period of contract performance at the following fixed price:

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

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

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

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

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

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

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(B) The contractor's timekeeping procedures;

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

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

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

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

(B) Any documents supporting payment of those invoices.

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

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

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

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

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

(D) contractor point of contact.

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

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

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

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

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

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

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

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

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

(A) The date fixed under this contract.

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

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

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

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

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

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

(viii) Upon receipt and approval of the invoice designated by the contractor as the "completion invoice" and supporting documentation, and upon compliance by the contractor with all terms of this contract, any outstanding balances will be paid within 30 days unless the parties agree otherwise. The completion invoice, and supporting documentation, shall be submitted by the contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

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

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

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

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

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

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

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

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

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

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

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

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

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the contractor, or if the contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate

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assurances of future performance. In the event of termination for cause, the Government shall not be liable to the contractor for any amount for supplies or services not accepted, and the contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

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

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

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

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

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

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

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

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

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

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

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

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

**C.6 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO
IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS
(AUG 2011)**

(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)).

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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 (APR 2010)(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 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

☒ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2010) (Pub. L. 109-282) (31 U.S.C. 6101 note).

☐ (5) 52.204-11, American Recovery and Reinvestment Act-Reporting Requirements (JUL 2010) (Pub. L. 111-5).

☒ (6) 52.209-6, Protecting the Government's Interest When Subcontracting with contractors Debarred, Suspended, or Proposed for Debarment. (Dec 2010) (31 U.S.C. 6101 note).

☐ (7) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (section 740 of Division C of Public Law 111-117, section 743 of Division D of Public Law 111-8, and section 745 of Division D of Public Law 110-161)

☐ (8) 52.219-3, Notice of Total HUBZone Set-Aside or Sole-Source Award (JAN 2011) (15 U.S.C. 657a).

☐ (9) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

☐ (10) [Reserved]

☒ (11)(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.

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☐ (12)(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.

☒ (13) 52.219-8, Utilization of Small Business Concerns (JAN 2011) (15 U.S.C. 637(d)(2) and (3)).

☐ (14)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2011) (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.

☐ (iv) Alternate III (JUL 2010) of 52.219-9.

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

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

☐ (17)(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.

☐ (18) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (DEC 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

☐ (19) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

☐ (20) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).

☒ (21) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2009) (15 U.S.C 632(a)(2)).

☐ (22) 52.219-29 Notice of Total Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (APR 2011).

☐ (23) 52.219-30 Notice of Total Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (APR 2011).

☒ (24) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

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☐ (25) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JUL 2010) (E.O. 13126).

☒ (26) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

☒ (27) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

☒ (28) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).

☒ (29) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

☒ (30) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).

☒ (31) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

☒ (32) 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.)

☐ (33)(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.)

☐ (34) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).

☒ (35)(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.

☒ (36) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)

☐ (37) 52.225-1, Buy American Act--Supplies (FEB 2009) (41 U.S.C. 10a-10d).

☐ (38)(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.

☐ (39) 52.225-5, Trade Agreements (AUG 2009) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

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[X] (40) 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).

[] (41) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

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

[] (43) 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)).

[] (44) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

[] (45) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

[] (46) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

[] (47) 52.232-36, Payment by Third Party (FEB 2010) (31 U.S.C. 3332).

[] (48) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

[] (49)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

[] (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[] (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

[] (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

Employee Class

Monetary Wage-Fringe Benefits

[] (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

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☐ (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 (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (DEC 2010) (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 \$650,000 (\$1.5 million for construction of any

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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 Veterans (SEP 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(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.

C.7 52.228-5 INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

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

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

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

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

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

C.8 52.244-5 COMPETITION IN SUBCONTRACTING (DEC 1996)

(a) The Contractor shall select subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the contract.

(b) If the Contractor is an approved mentor under the Department of Defense Pilot Mentor-Protégé Program (Pub. L. 101-510, section 831 as amended), the Contractor may award subcontracts under this contract on a noncompetitive basis to its protégés.

C.9 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (DEC 2010)

(a) Definitions. As used in this clause--

"Commercial item" has the meaning contained in Federal Regulation 2.101, Definitions.

"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)(1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)), if the subcontract exceeds \$5,000,000 and has a performance period of more than 120 days. In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

(ii) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5), if the subcontract is funded under the Recovery Act.

(iii) 52.219-8, Utilization of Small Business Concerns (DEC 2010) (15 U.S.C. 637(d)(2) and (3)), if the subcontract offers further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

(v) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212(a));

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496), if flow down is required in accordance with paragraph (f) of FAR clause 52.222-40.

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

(ix) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. App. 1241 and 10 U.S.C. 2631), if flow down is required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

C.10 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.

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(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

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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.

C.11 2052.204-71 SITE ACCESS BADGE REQUIREMENT

During the life of this contract, the rights of ingress and egress for contractor personnel must be made available as required. 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 Government. The COR shall assist the contractor in obtaining the badges for the contractor personnel. It is the sole responsibility of the contractor to ensure that each employee has proper identification at all times. All prescribed identification must be immediately delivered to the

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Security Office for cancellation or disposition upon the termination of employment of any contractor personnel. Contractor personnel must have this identification in their possession 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 safeguarding of any Government records or data that contractor personnel may come into contact with.

C.12 2052.209-72 CONTRACTOR ORGANIZATIONAL CONFLICTS OF INTEREST (JAN 1993)

(a) Purpose. The primary purpose of this clause is to aid in ensuring that the contractor:

(1) Is not placed in a conflicting role because of current or planned interests (financial, contractual, organizational, or otherwise) which relate to the work under this contract; and

(2) Does not obtain an unfair competitive advantage over other parties by virtue of its performance of this contract.

(b) Scope. The restrictions described apply to performance or participation by the contractor, as defined in 48 CFR 2009.570-2 in the activities covered by this clause.

(c) Work for others.

(1) Notwithstanding any other provision of this contract, during the term of this contract, the contractor agrees to forego entering into consulting or other contractual arrangements with any firm or organization the result of which may give rise to a conflict of interest with respect to the work being performed under this contract. The contractor shall ensure that all employees under this contract abide by the provision of this clause. If the contractor has reason to believe, with respect to itself or any employee, that any proposed consultant or other contractual arrangement with any firm or organization may involve a potential conflict of interest, the contractor shall obtain the written approval of the contracting officer before the execution of such contractual arrangement.

(2) The contractor may not represent, assist, or otherwise support an NRC licensee or applicant undergoing an NRC audit, inspection, or review where the activities that are the subject of the audit, inspection, or review are the same as or substantially similar to the services within the scope of this contract (or task order as appropriate) except where the NRC licensee or applicant requires the contractor's support to explain or defend the contractor's prior work for the utility or other entity which NRC questions.

(3) When the contractor performs work for the NRC under this contract at any NRC licensee or applicant site, the contractor shall neither solicit nor perform work in the same or similar technical area for that licensee or applicant organization for a period commencing with the award of the task order or beginning of work on the site (if not a task order contract) and ending one year after completion of all work under the associated task order, or last time at the site (if not a task order contract).

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(4) When the contractor performs work for the NRC under this contract at any NRC licensee or applicant site,

(i) The contractor may not solicit work at that site for that licensee or applicant during the period of performance of the task order or the contract, as appropriate.

(ii) The contractor may not perform work at that site for that licensee or applicant during the period of performance of the task order or the contract, as appropriate, and for one year thereafter.

(iii) Notwithstanding the foregoing, the contracting officer may authorize the contractor to solicit or perform this type of work (except work in the same or similar technical area) if the contracting officer determines that the situation will not pose a potential for technical bias or unfair competitive advantage.

(d) Disclosure after award.

(1) The contractor warrants that to the best of its knowledge and belief, and except as otherwise set forth in this contract, that it does not have any organizational conflicts of interest as defined in 48 CFR 2009.570-2.

(2) The contractor agrees that if, after award, it discovers organizational conflicts of interest with respect to this contract, it shall make an immediate and full disclosure in writing to the contracting officer. This statement must include a description of the action which the contractor has taken or proposes to take to avoid or mitigate such conflicts. The NRC may, however, terminate the contract if termination is in the best interest of the Government.

(3) It is recognized that the scope of work of a task-order-type contract necessarily encompasses a broad spectrum of activities. Consequently, if this is a task-order-type contract, the contractor agrees that it will disclose all proposed new work involving NRC licensees or applicants which comes within the scope of work of the underlying contract. Further, if this contract involves work at a licensee or applicant site, the contractor agrees to exercise diligence to discover and disclose any new work at that licensee or applicant site. This disclosure must be made before the submission of a bid or proposal to the utility or other regulated entity and must be received by the NRC at least 15 days before the proposed award date in any event, unless a written justification demonstrating urgency and due diligence to discover and disclose is provided by the contractor and approved by the contracting officer. The disclosure must include the statement of work, the dollar value of the proposed contract, and any other documents that are needed to fully describe the proposed work for the regulated utility or other regulated entity. NRC may deny approval of the disclosed work only when the NRC has issued a task order which includes the technical area and, if site-specific, the site, or has plans to issue a task order which includes the technical area and, if site-specific, the site, or when the work violates paragraphs (c)(2), (c)(3) or (c)(4) of this section.

(e) Access to and use of information.

(1) If in the performance of this contract, the contractor obtains access to information, such as NRC plans, policies, reports, studies, financial plans, internal data protected by the Privacy Act of 1974 (5 U.S.C. Section 552a (1988)), or the Freedom of Information Act (5 U.S.C. Section 552 (1986)), the contractor agrees not to:

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(i) Use this information for any private purpose until the information has been released to the public;

(ii) Compete for work for the Commission based on the information for a period of six months after either the completion of this contract or the release of the information to the public, whichever is first;

(iii) Submit an unsolicited proposal to the Government based on the information until one year after the release of the information to the public; or

(iv) Release the information without prior written approval by the contracting officer unless the information has previously been released to the public by the NRC.

(2) In addition, the contractor agrees that, to the extent it receives or is given access to proprietary data, data protected by the Privacy Act of 1974 (5 U.S.C. Section 552a (1988)), or the Freedom of Information Act (5 U.S.C. Section 552 (1986)), or other confidential or privileged technical, business, or financial information under this contract, the contractor shall treat the information in accordance with restrictions placed on use of the information.

(3) Subject to patent and security provisions of this contract, the contractor shall have the right to use technical data it produces under this contract for private purposes provided that all requirements of this contract have been met.

(f) Subcontracts. Except as provided in 48 CFR 2009.570-2, the contractor shall include this clause, including this paragraph, in subcontracts of any tier. The terms contract, contractor, and contracting officer, must be appropriately modified to preserve the Government's rights.

(g) Remedies. For breach of any of the above restrictions, or for intentional nondisclosure or misrepresentation of any relevant interest required to be disclosed concerning this contract or for such erroneous representations that necessarily imply bad faith, the Government may terminate the contract for default, disqualify the contractor from subsequent contractual efforts, and pursue other remedies permitted by law or this contract.

(h) Waiver. A request for waiver under this clause must be directed in writing to the contracting officer in accordance with the procedures outlined in 48 CFR 2009.570-9.

(i) Follow-on effort. The contractor shall be ineligible to participate in NRC contracts, subcontracts, or proposals therefor (solicited or unsolicited), which stem directly from the contractor's performance of work under this contract. Furthermore, unless so directed in writing by the contracting officer, the contractor may not perform any technical consulting or management support services work or evaluation activities under this contract on any of its products or services or the products or services of another firm if the contractor has been substantially involved in the development or marketing of the products or services.

(1) If the contractor, under this contract, prepares a complete or essentially complete statement of work or specifications, the contractor is not eligible to perform or participate in the initial contractual effort which is based on the statement of work or specifications. The contractor may not incorporate its products or services in the statement of work or specifications unless so directed in writing by the contracting officer, in which case the restrictions in this paragraph do not apply.

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(2) Nothing in this paragraph precludes the contractor from offering or selling its standard commercial items to the Government.

C.13 SECURITY REQUIREMENTS FOR BUILDING ACCESS APPROVAL (JUL 2007)

The Contractor shall ensure that all its employees, subcontractor employees or consultants who are assigned to perform the work herein for contract performance for periods of more than 30 calendar days at NRC facilities, are approved by the NRC for unescorted NRC building access.

The Contractor shall conduct a preliminary federal facilities security screening interview or review for each of its employee, subcontractor employee, and consultants and submit to the NRC only the names of candidates for contract performance that have a reasonable probability of obtaining approval necessary for access to NRC's federal facilities. The Contractor shall pre-screen its applicants for the following:

(a) felony arrest in the last seven years; (b) alcohol related arrest within the last five years; (c) record of any military courts-martial convictions in the past 10 years; (d) illegal use of narcotics or other controlled substances possession in the past year, or illegal purchase, production, transfer, or distribution of narcotics or other controlled substances in the last seven years; (e) delinquency on any federal debts or bankruptcy in the last seven years.

The Contractor shall make a written record of its pre-screening interview or review (including any information to mitigate the responses to items listed in (a) - (e)), and have the applicant verify the pre-screening record or review, sign and date it. Two copies of the pre-screening signed record or review shall be supplied to FSB/DFS with the Contractor employee's completed building access application package.

The Contractor shall further ensure that its employees, any subcontractor employees and consultants complete all building access security applications required by this clause within ten business days of notification by FSB/DFS of initiation of the application process. Timely receipt of properly completed records of the Contractor's signed pre-screening record or review and building access security applications (submitted for candidates that have a reasonable probability of obtaining the level of security clearance necessary for access to NRC's facilities) is a contract requirement. Failure of the Contractor to comply with this contract administration requirement may be a basis to cancel the award, or terminate the contract for default, or offset from the contract's invoiced cost or price the NRC's incurred costs or delays as a result of inadequate pre-screening by the Contractor. In the event of cancellation or termination, the NRC may select another firm for contract award.

A Contractor, subcontractor employee or consultant shall not have access to NRC facilities until he/she is approved by FSB/DFS. Temporary access may be approved based on a favorable NRC review and discretionary determination of their building access security forms. Final building access will be approved based on favorably adjudicated checks by the Government. However, temporary access approval will be revoked and the Contractor's employee may subsequently be denied access in the event the employee's investigation cannot be favorably determined by the NRC. Such employee will not be authorized to work under any NRC contract requiring building access without the approval of FSB/DFS. When an individual receives final access, the individual will be subject to a review or reinvestigation every five years.

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The Government shall have and exercise full and complete control and discretion over granting, denying, withholding, or terminating building access approvals for individuals performing work under this contract. Individuals performing work under this contract at NRC facilities for a period of more than 30 calendar days shall be required to complete and submit to the Contractor representative an acceptable OPM Form 85P (Questionnaire for Public Trust Positions), and two FD 258 (Fingerprint Charts). Non-U.S. citizens must provide official documentation to the FSB/DFS, as proof of their legal residency. This documentation can be a Permanent Resident Card, Temporary Work Visa, Employment Authorization Card, or other official documentation issued by the U. S. Citizenship and Immigration Services. Any applicant with less than two years residency in the U. S. will not be approved for building access. The Contractor shall submit the documents to the NRC COR who will give them to FSB/DFS.

FSB/DFS may, among other things, grant or deny temporary unescorted building access approval to an individual based upon its review of the information contained in the OPM Form 85P and the 's pre-screening record. Also, in the exercise of its authority, the Government may, among other things, grant or deny permanent building access approval based on the results of its review or investigation. This submittal requirement also applies to the officers of the firm who, for any reason, may visit the NRC work sites for an extended period of time during the term of the contract. In the event that FSB/DFS are unable to grant a temporary or permanent building access approval, to any individual performing work under this contract, the Contractor is responsible for assigning another individual to perform the necessary function without any delay in the contract's performance schedule, or without adverse impact to any other terms or conditions of the contract. The Contractor is responsible for informing those affected by this procedure of the required building access approval process (i.e., temporary and permanent determinations), and the possibility that individuals may be required to wait until permanent building access approvals are granted before beginning work in NRC's buildings.

CANCELLATION OR TERMINATION OF BUILDING ACCESS/ REQUEST

The Contractor shall immediately notify the COR when a Contractor or subcontractor employee or consultant's need for NRC building access approval is withdrawn or the need by the Contractor employee's for building access terminates. The COR will immediately notify FSB/DFS (via e-mail) when a Contractor employee no longer requires building access. The Contractor shall be required to return any NRC issued badges to the COR for return to FSB/DFS within three days after their termination.

C.14 SECURITY REQUIREMENTS FOR INFORMATION TECHNOLOGY LEVEL I OR LEVEL II ACCESS APPROVAL (JUL 2007)

The proposer/Contractor must identify all individuals and propose the level of Information Technology (IT) approval for each, using the following guidance. The NRC sponsoring office shall make the final determination of the level, if any, of IT approval required for all individuals working under this contract. The Government shall have and exercise full and complete control and discretion over granting, denying, withholding, or terminating IT access approvals for individuals performing work under this contract.

The Contractor shall conduct a preliminary security interview or review for each IT level I or II access approval Contractor applicant and submit to the Government only the names of candidates that have a reasonable probability of obtaining the level of IT security access for which the candidate has been proposed. The Contractor will pre-screen its applicants for the following:

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(a) felony arrest in the last seven years; (b) alcohol related arrest within the last five years; (c) record of any military courts-martial convictions in the past ten years; (d) illegal use of narcotics or other controlled substances possession in the past year, or illegal purchase, production, transfer, or distribution of narcotics or other controlled substances in the last seven years; (e) delinquency on any federal debts or bankruptcy in the last seven years.

The Contractor shall make a written record of its pre-screening interview or review (including any information to mitigate the responses to items listed in (a) - (e)), and have the applicant verify the pre-screening record or review, sign and date it. Two copies of the signed Contractor's pre-screening record or review will be supplied to FSB/DFS with the Contractor employee's completed building access application package.

The Contractor shall further ensure that its employees, any subcontractor employees and consultants complete all IT access security applications required by this clause within ten business days of notification by FSB/DFS of initiation of the application process. Timely receipt of properly completed records of the pre-screening record and IT access security applications (submitted for candidates that have a reasonable probability of obtaining the level of security assurance necessary for access to NRC's facilities) is a contract requirement. Failure of the Contractor to comply with this contract administration requirement may be a basis to cancel the award, or terminate the contract for default, or offset from the contract's invoiced cost or price the NRC's incurred costs or delays as a result of inadequate pre-screening by the Contractor. In the event of cancellation or termination, the NRC may select another firm for contract award.

SECURITY REQUIREMENTS FOR IT LEVEL I

Performance under this contract will involve prime Contractor personnel, subcontractors or others who perform services requiring direct access to or operate agency sensitive information technology systems or data (IT Level I). The IT Level I involves responsibility for the planning, direction, and implementation of a computer security program; major responsibility for the direction, planning, and design of a computer system, including hardware and software; or the capability to access a computer system during its operation or maintenance in such a way that could cause or that has a relatively high risk of causing grave damage; or the capability to realize a significant personal gain from computer access.

A Contractor employee shall not have access to sensitive information technology systems or data until he/she is approved by FSB/DFS. Temporary IT access may be approved based on a favorable review or adjudication of their security forms and checks. Final IT access may be approved based on a favorable review or adjudication. However, temporary access authorization approval will be revoked and the employee may subsequently be denied IT access in the event the employee's investigation cannot be favorably adjudicated. Such an employee will not be authorized to work under any NRC contract requiring IT access without the approval of FSB/DFS. Where temporary access authorization has been revoked or denied, the Contractor is responsible for assigning another individual to perform the necessary work under this contract without delay to the contract's performance schedule, or without adverse impact to any other terms or conditions of the contract. When an individual receives final IT access, the individual will be subject to a reinvestigation every ten years.

The Contractor shall submit a completed security forms packet, including the OPM Standard Form (SF) 85P (Questionnaire for Public Trust Positions), two copies of the Contractor's signed pre-screening record and two FD 258 fingerprint charts, through the COR to FSB/DFS for review

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and favorable adjudication, prior to the individual performing work under this contract. The Contractor shall assure that all forms are accurate, complete, and legible. Based on FSB/DFS review of the Contractor applicant's security forms and/or the receipt of adverse information by NRC, the individual may be denied access to NRC facilities, sensitive information technology systems or data until a final determination is made of his/her eligibility.

In accordance with NRCAR 2052.204 70 "Security," IT Level I Contractors shall be subject to the attached NRC Form 187 (See Section J for List of Attachments) and SF- 85P which furnishes the basis for providing security requirements to prime Contractors, subcontractors or others (e.g., bidders) who have or may have an NRC contractual relationship which requires access to or operation of agency sensitive information technology systems or remote development and/or analysis of sensitive information technology systems or data or other access to such systems and data; access on a continuing basis (in excess more than 30 calendar days) to NRC buildings; or otherwise requires issuance of an unescorted NRC badge.

SECURITY REQUIREMENTS FOR IT LEVEL II

Performance under this contract will involve Contractor personnel that develop and/or analyze sensitive information technology systems or data or otherwise have access to such systems or data (IT Level II).

The IT Level II involves responsibility for the planning, design, operation, or maintenance of a computer system and all other computer or IT positions.

A Contractor employee shall not have access to sensitive information technology systems or data until he/she is approved by FSB/DFS. Temporary access may be approved based on a favorable review of their security forms and checks. Final IT access may be approved based on a favorable adjudication. However, temporary access authorization approval will be revoked and the employee may subsequently be denied IT access in the event the employee's investigation cannot be favorably adjudicated. Such an employee will not be authorized to work under any NRC contract requiring IT access without the approval of FSB/DFS. Where temporary access authorization has been revoked or denied, the Contractor is responsible for assigning another individual to perform the necessary work under this contract without delay to the contract's performance schedule, or without adverse impact to any other terms or conditions of the contract. When an individual receives final IT access, the individual will be subject to a review or reinvestigation every ten years.

The Contractor shall submit a completed security forms packet, including the OPM Standard Form (SF) 85P (Questionnaire for Public Trust Positions), two copies of the Contractor's signed pre-screening record and two FD 258 fingerprint charts, through the COR to FSB/DFS for review and favorable adjudication, prior to the individual performing work under this contract. The Contractor shall assure that all forms are accurate, complete, and legible. Based on FSB/DFS review of the Contractor applicant's security forms and/or the receipt of adverse information by NRC, the individual may be denied access to NRC facilities, sensitive information technology systems or data until a final determination is made of his/her eligibility.

In accordance with NRCAR 2052.204 70 "Security," IT Level II Contractors shall be subject to the attached NRC Form 187 (See Section J for List of Attachments), SF- 85P, and Contractor's record of the pre-screening which furnishes the basis for providing security requirements to prime Contractors, subcontractors or others (e.g. bidders) who have or may have an NRC contractual relationship which requires access to or operation of agency sensitive information technology

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systems or remote development and/or analysis of sensitive information technology systems or data or other access to such systems or data; access on a continuing basis (in excess of more than 30 calendar days) to NRC buildings; or otherwise requires issuance of an unescorted NRC badge.

CANCELLATION OR TERMINATION OF IT ACCESS/REQUEST

When a request for IT access is to be withdrawn or canceled, the Contractor shall immediately notify the COR by telephone in order that he/she will immediately contact FSB/DFS so that the access review may be promptly discontinued. The notification shall contain the full name of the individual, and the date of the request. Telephone notifications must be promptly confirmed by the Contractor in writing to the COR who will forward the confirmation via email to FSB/DFS. Additionally, FSB/DFS must be immediately notified in writing when an individual no longer requires access to NRC sensitive automated information technology systems or data, including the voluntary or involuntary separation of employment of an individual who has been approved for or is being processed for IT access.

(End of Clause)

C.15 SECURITY REQUIREMENTS FOR ACCESS TO CLASSIFIED MATTER OR INFORMATION (JUL 2007)

Performance under this contract will require access to classified matter or information (National Security Information or Restricted Data) in accordance with the attached NRC Form 187 (See List of Attachments). Prime Contractor personnel, subcontractors or others performing work under this contract shall require a "Q" security clearance (allows access to Top Secret, Secret, and Confidential National Security Information and Restricted Data) or a "L" security clearance (allows access to Secret and Confidential National Security Information and/or Confidential Restricted Data).

The proposer/Contractor must identify all individuals to work under this contract and propose the type of security clearance required for each. The NRC sponsoring office shall make the final determination of the type of security clearance required for all individuals working under this contract.

The Contractor shall conduct a preliminary security interview or review for each security clearance Contractor, subcontractor employee and consultant and submit to the Government only the names of candidates that have a reasonable probability of obtaining the level of security clearance for which the candidate has been proposed. The Contractor will pre-screen applicants for the following:

- (a) pending criminal charges or proceedings; (b) felony arrest records including alcohol related arrest within the last seven years; (c) record of any military courts-martial charges and proceedings in the last seven years and courts-martial convictions in the last ten years; (d) any involvement in hate crimes; (e) involvement in any group or organization that espouses extra-legal violence as a legitimate means to an end; (f) dual or multiple citizenship including the issuance of a foreign passport in the last seven years; (g) illegal use possession, or distribution of narcotics or other controlled substances within the last seven years; (h) financial issues regarding delinquent debts, liens, garnishments, bankruptcy and civil court actions in the last seven years.

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The Contractor will make a written record of their pre-screening interview or review (including any information to mitigate the responses to items listed in (a) - (h)), and have the candidate verify the record, sign and date it. Two copies of the signed interview record or review will be supplied to FSB/DFS with the applicant's completed security application package.

The Contractor will further ensure that all Contractor employees, subcontractor employees and consultants for classified information access approval complete all security applications required by this clause within ten business days of notification by FSB/DFS of initiation of the application process. Timely receipt of properly completed security applications (submitted for candidates that have a reasonable probability of obtaining the level of security clearance for which the candidate has been proposed) is a contract requirement. Failure of the contractor to comply with this condition may be a basis to cancel the award, or terminate the contract for default, or offset from the contract's invoiced cost or price the NRC's incurred costs or delays as a result of inadequate pre-screening by the contractor. In the event of termination or cancellation, the Government may select another firm for contract award.

Such contractor personnel shall be subject to the NRC contractor personnel security requirements of NRC Management Directive (MD) 12.3, Part I and 10 CFR Part 10.11, which is hereby incorporated by reference and made a part of this contract as though fully set forth herein, and will require a favorably adjudicated Single Scope Background Investigation (SSBI) for "Q" clearances or a favorably adjudicated Limited Background Investigation (LBI) for "L" clearances.

A contractor employee shall not have access to classified information until he/ she is granted a security clearance by FSB/DFS, based on a favorably adjudicated investigation. In the event the contractor employee's investigation cannot be favorably adjudicated, any interim approval could possibly be revoked and the individual could be subsequently removed from performing under the contract. If interim approval access is revoked or denied, the contractor is responsible for assigning another individual to perform the necessary work under this contract without delay to the contract's performance schedule, or without adverse impact to any other terms or conditions of the contract. The individual will be subject to a reinvestigation every five years for "Q" clearances and every ten years for "L" clearances.

The contractor shall submit a completed security forms packet, including the SF-86, "Questionnaire for National Security Positions," and fingerprint charts, through the COR to FSB/DFS for review and submission to the Office of Personnel Management for investigation. The individual may not work under this contract until FSB/DFS has granted them the appropriate security clearance, read, understand, and sign the SF 312, "Classified Information Nondisclosure Agreement." The contractor shall assure that all forms are accurate, complete, and legible (except for Part 2 of the questionnaire, which is required to be completed in private and submitted by the individual to the contractor in a sealed envelope), as set forth in NRC MD 12.3. Based on FSB/DFS review of the applicant's investigation, the individual may be denied his/her security clearance in accordance with the due process procedures set forth in MD 12.3, E. O. 12968, and 10 CFR Part 10.11.

In accordance with NRCAR 2052.204 70 cleared contractors shall be subject to the attached NRC Form 187 (See Section J for List of Attachments), MD 12.3, SF- 86 and contractor's signed record or review of the pre-screening which furnishes the basis for providing security requirements to prime contractors, subcontractors or others who have or may have an NRC contractual relationship which requires access to classified information.

CANCELLATION OR TERMINATION OF SECURITY CLEARANCE ACCESS/REQUEST

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When a request for clearance investigation is to be withdrawn or canceled, the contractor shall immediately notify the CORthe COR by telephone in order that he/she can immediately contact FSB/DFS so that the investigation may be promptly discontinued. The notification shall contain the full name of the individual, and the date of the request. Telephone notifications must be promptly confirmed in writing by the contractor to the CORthe COR who will forward the confirmation via email to FSB/DFS. Additionally, FSB/DFS must be immediately notified in writing when an individual no longer requires access to Government classified information, including the voluntary or involuntary separation of employment of an individual who has been approved for or is being processed for access under the NRC "Personnel Security Program."

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C.16 NRC INFORMATION TECHNOLOGY SECURITY TRAINING (AUG 2003)

NRC contractors shall ensure that their employees, consultants, and subcontractors with access to the agency's information technology (IT) equipment and/or IT services complete NRC's online initial and refresher IT security training requirements to ensure that their knowledge of IT threats, vulnerabilities, and associated countermeasures remains current. Both the initial and refresher IT security training courses generally last an hour or less and can be taken during the employee's regularly scheduled work day.

contractor employees, consultants, and subcontractors shall complete the NRC's online, "Computer Security Awareness" course on the same day that they receive access to the agency's IT equipment and/or services, as their first action using the equipment/service. For those contractor employees, consultants, and subcontractors who are already working under this contract, the on-line training must be completed in accordance with agency Network Announcements issued throughout the year 2003 within three weeks of issuance of this modification.

contractor employees, consultants, and subcontractors who have been granted access to NRC information technology equipment and/or IT services must continue to take IT security refresher training offered online by the NRC throughout the term of the contract. contractor employees will receive notice of NRC's online IT security refresher training requirements through agency-wide notices.

The NRC reserves the right to deny or withdraw contractor use or access to NRC IT equipment and/or services, and/or take other appropriate contract administrative actions (e.g., disallow costs, terminate for cause) should the contractor violate the contractor's responsibility under this clause.

C.17 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 the contract period; provided that the Government gives the contractor a preliminary written notice of its intent to extend at least 60 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.

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(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5/31/2013.

C.18 52.232-18 AVAILABILITY OF FUNDS (APR 1984)

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

C.19 2052.215-70 KEY PERSONNEL (JAN 1993)

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

VTC Support Personnel

Name	Labor Category	
Thomas Dashiell	Sr. VTC Communications Analyst	
Jonathan Charity	VTC Communications Analyst	
Ivan Pardo	VTC Communications Analyst	
Damion Jackson	VTC Communications Analyst	
Donald Rowe	VTC Communications Analyst	
Leron Goodrun	VTC Communications Analyst (backup)	Pending Badge Current TS Clearance
Terry Little	VTC Communications Analyst	

Ceiling hours per VTC Support Personnel labor category:

Sr. VTC Communications Analyst: 3,000

VTC Communications Analyst: 15,000

AV Support Personnel

Name	Labor Category	
Dennis Demo	Project Manager	
Kelley Shepard	Lead/Senior Technician-AV Video	
Chantelle Singingbrook Gendron	AV Technician/Videographer	
Khien Nguyen	AV Technician/Videographer	
Todd Schvaneveldt	Photographer/Technician	
Aras Vassitis	Photographer/Technician	
Felix Bryant	Photographer/Technician	
Violetta Manavis	Photographer/Technician	
Pam Menefee-Buzdygon	Admin. Assistant	

Ceiling hours per AV Support Personnel labor category:

Project Manager: 1,000

Lead/Senior Technician/AV Video: 1,000

AV Technician/Videographer: 2,000

Photographer/Technician: 4,000

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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 COR 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.20 CONTRACTING OFFICER REPRESENTATIVE (COR) AUTHORITY

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

Name: Danita Stenberg

Address: 11545 Rockville Pike
M/S TWFN 6E20
Rockville, MD 20852
danita.stenberg@nrg.gov

Telephone Number: 301-415-5166

(b) Performance of the work under this contract is subject to the technical direction of the NRC COR. 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.

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(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 COR 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 COR or must be confirmed by the COR 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 COR in the manner prescribed by this clause and within the COR's authority under the provisions of this clause.

(f) If, in the opinion of the contractor, any instruction or direction issued by the COR 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 COR 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 COR shall:

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(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.

Alternate CORs:

Name: Jason Wright (Alternate COR)

Address: 11545 Rockville Pike
M/S TWFN 6E20
Rockville, MD 20852
Jason.wright@nrg.gov

Telephone Number: 301-415-5446

Name: Christine Kundrat (Alternate COR)

Address: 11545 Rockville Pike
M/S TWFN 6E20
Rockville, MD 20852
Christine.kundrat@nrg.gov

Telephone Number: 301-415-6130

C.21 52.227-17 RIGHTS IN DATA - SPECIAL WORKS (DEC 2007)

(a) Definitions. As used in this clause--

"Data" means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

"Unlimited rights" means the rights of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

(b) Allocation of Rights.

(1) The Government shall have--

(i) Unlimited rights in all data delivered under this contract, and in all data first produced in the performance of this contract, except as provided in paragraph (c) of this clause.

(ii) The right to limit assertion of copyright in data first produced in the performance of this contract, and to obtain assignment of copyright in that data, in accordance with paragraph (c)(1) of this clause.

(iii) The right to limit the release and use of certain data in accordance with paragraph (d) of this clause.

(2) The contractor shall have, to the extent permission is granted in accordance with paragraph (c)(1) of this clause, the right to assert claim to copyright subsisting in data first produced in the performance of this contract.

(c) Copyright--

(1) Data first produced in the performance of this contract.

(i) The contractor shall not assert or authorize others to assert any claim to copyright subsisting in any data first produced in the performance of this contract without prior written permission of the Contracting Officer. When copyright is asserted, the contractor shall affix the appropriate copyright notice of 17 U.S.C. 401 or 402 and acknowledgment of Government sponsorship (including contract number) to the data when delivered to the Government, as well as when the data are published or deposited for registration as a published work in the U.S. Copyright Office. The contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license for all delivered data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the Government.

(ii) If the Government desires to obtain copyright in data first produced in the performance of this contract and permission has not been granted as set forth in paragraph (c)(1)(i) of this

Section C

clause, the Contracting Officer shall direct the contractor to assign (with or without registration), or obtain the assignment of, the copyright to the Government or its designated assignee.

(2) Data not first produced in the performance of this contract. The contractor shall not, without prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract and that contain the copyright notice of 17 U.S.C. 401 or 402, unless the contractor identifies such data and grants to the Government, or acquires on its behalf, a license of the same scope as set forth in paragraph (c)(1) of this clause.

(d) Release and use restrictions. Except as otherwise specifically provided for in this contract, the contractor shall not use, release, reproduce, distribute, or publish any data first produced in the performance of this contract, nor authorize others to do so, without written permission of the Contracting Officer.

(e) Indemnity. The contractor shall indemnify the Government and its officers, agents, and employees acting for the Government against any liability, including costs and expenses, incurred as the result of the violation of trade secrets, copyrights, or right of privacy or publicity, arising out of the creation, delivery, publication, or use of any data furnished under this contract; or any libelous or other unlawful matter contained in such data. The provisions of this paragraph do not apply unless the Government provides notice to the contractor as soon as practicable of any claim or suit, affords the contractor an opportunity under applicable laws, rules, or regulations to participate in the defense of the claim or suit, and obtains the contractor's consent to the settlement of any claim or suit other than as required by final decree of a court of competent jurisdiction; and these provisions do not apply to material furnished to the contractor by the Government and incorporated in data to which this clause applies.

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

**Exhibit 1
AV/VTC Multimedia Equipment
Inventory List**

D.1 COMPLIANCE WITH U.S. IMMIGRATION LAWS AND REGULATIONS (MAY 2002)

NRC contractors are responsible to ensure that their alien personnel are not in violation of United States immigration 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 Permanent Resident Card Form I-551, or must present other evidence from the U.S. Department of Homeland Security/U.S. Citizenship and Immigration Services that employment will not affect his/her immigration status. The U.S. Citizenship and Immigration Services provides information to contractors to help them understand the employment eligibility verification process for non-US citizens. This information can be found on their website, www.uscis.gov.

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.

D.2 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.

D.3 Safety of On-Site Contractor Personnel

Ensuring the safety of occupants of Federal buildings is a responsibility shared by the professionals implementing our security and safety programs and the persons being protected. The NRC's Office of Administration (ADM) Division of Facilities and Security (DFS) has coordinated an Occupant Emergency Plan (OEP) for NRC Headquarters buildings with local authorities. The OEP has been approved by the Montgomery County Fire and Rescue Service.

It is designed to improve building occupants' chances of survival, minimize damage to property, and promptly account for building occupants when necessary.

The contractor's Project Director shall ensure that all personnel working full time on-site at NRC Headquarters read the NRC's OEP, provided electronically on the NRC Intranet at <http://www.internal.nrc.gov/ADM/OEP.pdf>. The contractor's Project Director also shall emphasize to each staff member that they are to be familiar with and guided by the OEP, as well as by instructions given by emergency response personnel in situations which pose an immediate health or safety threat to building occupants.

The NRC COR shall ensure that the contractor has communicated the requirement for on-site contractor staff to follow the guidance in the OEP. The NRC COR also will assist in accounting for on-site contract persons in the event of a major emergency (e.g., explosion occurs and casualties or injuries are suspected) during which a full evacuation will be required, including the assembly and accountability of occupants. The NRC DFS will conduct drills periodically to train occupants and assess these procedures.

D.4 AUTHORITY TO USE GOVERNMENT PROVIDED SPACE AT NRC HEADQUARTERS (JUL 2007)

Prior to occupying any government provided space at NRC HQs in Rockville Maryland, the contractor shall obtain written authorization to occupy specifically designated government space, via the NRC COR, from the Chief, Space Design Branch, ADSPC. Failure to obtain this prior authorization can result in one, or a combination, of the following remedies as deemed appropriate by the Contracting Officer.

- (1) Rental charge for the space occupied will be deducted from the invoice amount due the contractor
- (2) Removal from the space occupied
- (3) Contract Termination

D.5 BILLING INSTRUCTIONS FOR LABOR HOUR/TIME AND MATERIAL TYPE CONTRACTS

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 invoices/vouchers for reimbursement of costs in the manner and format described herein. FAILURE TO SUBMIT INVOICES/VOUCHERS IN ACCORDANCE WITH THESE INSTRUCTIONS WILL RESULT IN REJECTION OF THE INVOICE/VOUCHER AS IMPROPER.

Standard Forms: Claims shall be submitted on the payee's letterhead, invoice/voucher, 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."

Electronic Invoice/Voucher Submissions: The preferred method of submitting vouchers/invoices is electronically to the U.S. Department of the Interior's National Business Center, via email to: NRCPayments NBCDenver@NBC.gov.

Hard-Copy Invoice/Voucher Submissions: If you submit a hard-copy of the invoice/voucher, a signed original and supporting documentation 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

Purchase of Capital Property: *(\$50,000 or more with life of one year or longer)*

Contractors must report to the Contracting Officer, electronically, any capital property acquired with contract funds having an initial cost of \$50,000 or more, in accordance with procedures set forth in NRC Management Directive (MD) 13.1, IV, C – "Reporting Requirements" (revised 2/16/2011).

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

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

Format: Invoices/Vouchers shall be submitted in the format depicted on the attached sample form entitled "Invoice/Voucher for Purchases and Services Other Than Personal". Alternate formats are permissible only if they address all requirements of the Billing Instructions. The instructions for preparation and itemization of the invoice/voucher are included with the sample form.

Task Order Contracts: The contractor must submit a separate invoice/voucher for each individual task order with detailed cost information. This includes all applicable cost elements and other items discussed in paragraphs (a) through (q) of the attached instructions. In addition, the invoice/voucher must specify the contract number, and the NRC-assigned task/delivery order number.

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

Final invoices/vouchers shall be marked "FINAL INVOICE" or "FINAL VOUCHER".

Currency: Invoices/Vouchers must be expressed in U.S. Dollars.

**INVOICE/VOUCHER FOR PURCHASES AND SERVICES OTHER THAN PERSONAL
(SAMPLE FORMAT - COVER SHEET)**

1. Official Agency Billing Office

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

2. Invoice/Voucher Information

- a. Payee's DUNS Number or DUNS+4. The Payee shall include the Payee's Data Universal Number (DUNS) or DUNS+4 number that identifies the Payee'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 Payee to identify alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.
- b. 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).
- c. Contract Number. Insert the NRC contract number (including Enterprise-wide Contract (EWC)), GSA Federal Supply Schedule (FSS), Government-wide Agency Contract (GWAC) number, or Multiple Agency Contract (MAC) number, as applicable.
- d. Reserved
- e. Invoice/Voucher. The appropriate sequential number of the invoice/voucher, beginning with 001 should be designated. Contractors may also include an individual internal accounting number, if desired, in addition to the 3-digit sequential number.
- f. Date of Invoice/Voucher. Insert the date the invoice/voucher is prepared.
- g. Billing period. Insert the beginning and ending dates (day, month, year) of the period during which costs were incurred and for which reimbursement is requested.

h. Labor Hours Expended. Provide a general summary description of the services performed and associated labor hours utilized during the invoice period. Specify the Contract Line Item Number (CLIN) or SubCLIN, as applicable, and information pertaining to the contract's labor categories/positions, and corresponding authorized hours.

i. Property. 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.

j. Shipping. Insert weight and zone of shipment, if shipped by parcel post.

k. Charges for freight or express shipments. Attach prepaid bill if shipped by freight or express.

l. Instructions. Include instructions to consignee to notify the Contracting Officer of receipt of shipment.

m. For Indefinite Delivery contracts, the final invoice/voucher shall be marked "FINAL INVOICE" or "FINAL VOUCHER".

n. Direct Costs. Insert the amount billed for the following cost elements, adjustments, suspensions, and total amounts, for both the current billing period and for the cumulative period (from contract inception to end date of this billing period).

(1) Direct (Burdened) Labor. This consists of salaries and wages paid (or accrued) for direct performance of the contract itemized, including a burden (or load) for indirect costs (i.e., fringe, overhead, General and Administrative, as applicable), and profit component, as follows:

<u>Labor</u> <u>Category</u>	<u>Hours</u> <u>Billed</u>	<u>Burdened</u> <u>Hourly Rate</u>	<u>Total</u>	<u>Cumulative</u> <u>Hours Billed</u>
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(2) Reserved

(3) Contractor-acquired property (under \$50,000), Materials, and Supplies. These are equipment other than that described in (2) above, plus consumable materials and supplies. List by category. List items valued at \$1,000 or more separately. Provide the item number for each piece of equipment valued at \$1,000 or more.

(4) Materials Handling Fee. Indirect costs allocated to direct materials in accordance the contractor's usual accounting procedures.

(5) Reserved

(6) Travel. Total costs associated with each trip must be shown in the following format:

<u>Start Date</u>	<u>Destination</u>	<u>Costs</u>
From To	From To	\$

(Must include separate detailed costs for airfare, per diem, and other transportation expenses. All costs must be adequately supported by copies of receipts or other documentation.)

- o. Total Amount Billed. Insert columns for total amounts for the current and cumulative periods.
- p. Adjustments. Insert columns for any adjustments, including outstanding suspensions for unsupported or unauthorized hours or costs, for the current and cumulative periods.
- q. Grand Totals.

3. Sample Invoice/Voucher Information

Sample Invoice/Voucher Information (Supporting Documentation must be attached)

This invoice/voucher represents reimbursable costs for the billing period from _____ through _____

		<u>Amount Billed</u>	
		<u>Current Period</u>	<u>Cumulative</u>
(a)	<u>Direct Costs</u>		
(1)	Direct burdened labor	\$ _____	\$ _____
(2)	Reserved		
(3)	Government property, Materials, and Supplies (under \$50,000 per item)	\$ _____	\$ _____
(4)	Materials Handling Fee	\$ _____	\$ _____
(5)	Reserved	\$ _____	\$ _____
(6)	Travel	\$ _____	\$ _____
Total Direct Costs:		\$ _____	\$ _____
(b)	Total Amount Billed	\$ _____	\$ _____
(c)	Adjustments (+/-)	\$ _____	\$ _____
(d)	Grand Total	\$ _____	\$ _____

(The invoice/voucher format provided above must include information similar to that included below in the following to ensure accuracy and completeness.)

SAMPLE SUPPORTING INFORMATION

The budget information provided below is for format purposes only and is illustrative.

Cost Elements:

1) Direct Burdened Labor - \$4,800

<u>Labor Category</u>	<u>Hours Billed</u>	<u>Fixed Hourly Rate</u>	<u>Cumulative Total</u>	<u>Hours Billed</u>
Senior Engineer I	100	\$28.00	\$2,800	975
Engineer	50	\$20.00	\$1,000	465
Computer Analyst	100	\$10.00	\$1,000	320
			\$4,800	1,760 hrs.

Burdened labor rates must come directly from the contract.

2) Government-furnished and contractor-acquired property (\$50,000 or more) - \$60,000

Prototype Spectrometer - item number 1000-01 = \$60,000

3) Government-furnished and contractor-acquired property (under \$50,000), Materials, and Supplies - \$2,000

10 Radon tubes @ \$110.00	=	\$1,100
6 Pairs Electrostatic gloves @ \$150.00	=	\$ 900
		<u>\$2,000</u>

4) Materials Handling Fee - \$40

(2% of \$2,000 in item #3)

5) Reserved

6) Travel - \$2,640

(i) Airfare: (2 Roundtrip trips for 1 person @ \$300 per r/t ticket)

<u>Start Date</u>	<u>End Date</u>	<u>Days</u>	<u>From</u>	<u>To</u>	<u>Cost</u>
4/1/2011	4/7/2011	7	Philadelphia, PA	Wash, D.C.	\$300
7/1/2011	7/8/2011	8	Philadelphia, PA	Wash, D.C.	\$300

(ii) Per Diem: \$136/day x 15 days = \$2,040

7) Reserved

Total Amount Billed	\$99,580
Adjustments (+/-)	<u>0</u>
Grand Total	\$99,580

4. Definitions

Material handling costs. When included as part of material costs, material handling costs shall include only costs clearly excluded from the labor-hour rate. Material handling costs may include all appropriate indirect costs allocated to direct materials in accordance with the contractor's usual accounting procedures.

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 invoices/vouchers for payment of deliverables identified in the contract, in the manner described herein. FAILURE TO SUBMIT INVOICES/VOUCHERS IN ACCORDANCE WITH THESE INSTRUCTIONS MAY RESULT IN REJECTION OF THE INVOICE/VOUCHER AS IMPROPER.

Standard Forms: Payment requests for completed work, in accordance with the contract, shall be submitted on the payee's letterhead, invoice/voucher, 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."

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Electronic Invoice/Voucher Submissions: The preferred method of submitting invoices/vouchers is electronically to the U.S. Department of the Interior's National Business Center, via email to: NRCPayments NBCDenver@NBC.gov.

Hard-Copy Invoice/Voucher Submissions: If you submit a hard-copy of the invoice/voucher, a signed original and supporting documentation 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

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

Frequency: The contractor shall submit invoices/vouchers for payment once each month, unless otherwise authorized by the Contracting Officer.

Format: Invoices/Vouchers shall be submitted in the format depicted on the attached sample form entitled "Invoice/Voucher for Purchases and Services Other Than Personal". Alternate formats are permissible only if they address all requirements of the Billing Instructions. The instructions for preparation and itemization of the invoice/voucher are included with the sample form.

Final vouchers/invoices shall be marked "FINAL INVOICE" or "FINAL VOUCHER".

Currency: Invoices/Vouchers must be expressed in U.S. Dollars.