

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1 REQUISITION NUMBER R2-15-0073	PAGE OF 1 43
2. CONTRACT NO. NRC-R2-92-15-C-0004		3. AWARD EFFECTIVE DATE		4. ORDER NUMBER	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME DOMONIQUE MALONE		b. TELEPHONE NUMBER (No collect calls) 301-287-0953	
9. ISSUED BY US NRC - HQ ACQUISITION MANAGEMENT DIVISION MAIL STOP TWEN-5E03 WASHINGTON DC 20555-0001		CODE NRCHQ		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB <input checked="" type="checkbox"/> 8(A) SIZE STANDARD <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS	
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>	
15. DELIVER TO CHRIS BASS NRC - REGION II ATLANTA GA 30303		CODE		16. ADMINISTERED BY US NRC - HQ ACQUISITION MANAGEMENT DIVISION MAIL STOP TWEN-5E03 WASHINGTON DC 20555-0001	
17a. CONTRACTOR/OFFEROR 3LINKS TECHNOLOGIES INC 8701 GEORGIA AVE STE 705 SILVER SPRING MD 209103713		CODE 015229300		FACILITY CODE	
TELEPHONE NO.		17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>		18a. PAYMENT WILL BE MADE BY US NUCLEAR REGULATORY COMMISSION ONE WHITE FLINT NORTH 11555 ROCKVILLE PIKE MAILSTOP O3-F17A NRCPAYMENTSNRCGOV ROCKVILLE MD 20852-2738	
18. ADMINISTERED BY US NRC - HQ ACQUISITION MANAGEMENT DIVISION MAIL STOP TWEN-5E03 WASHINGTON DC 20555-0001		CODE NRCHQ		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM	
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	NRC Contract Number: NRC-R2-92-15-C-0004 SBA Requirement Number is 0353/15/507847  This is a commercial contract for maintenance and service support for Audio Visual Software, Hardware, and Equipment. The contractor shall perform all services described in the SOW. The services will be performed in the Region II office located in Atlanta, Georgia  COR: Chris Bass (Use Reverse and/or Attach Additional Sheets as Necessary)				
25. ACCOUNTING AND APPROPRIATION DATA 2015-X0200-FEEBASED-92-92D099-51-J-144-1126-2572				26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$264,771.21	
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 checked="" type="checkbox"/> ARE <input 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>Meivn Buford</i>			31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) <i>Domonique Malone</i>		
30b. NAME AND TITLE OF SIGNER (Type or print) Meivn Buford - CEO		30c. DATE SIGNED 09/23/2015		31b. NAME OF CONTRACTING OFFICER (Type or print) DOMONIQUE MALONE	
AUTHORIZED FOR LOCAL REPRODUCTION PREVIOUS EDITION IS NOT USABLE		31c. DATE SIGNED 09/24/2015		STANDARD FORM 1449 (REV. 2/2012) Prescribed by GSA - FAR (48 CFR) 53.212	

TEMPLATE - ADMIN

SUNSI REVIEW COMPLETE

DEC 17 2015

ADMIN002

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<p>Chris.Bass@nrc.gov Phone: 404-997-4816</p> <p>Contractor Representative: Nadine Pressley Email: npressley@3linkstechnologies.com Contact: (703)375.9231</p> <p>Contract Type: Firm Fixed Price Obligated Amount: \$75,000 Base and Exercised Options:\$103,389.97 Base and All Options: \$264,771.21 Base and Exercised Options POP: 09/30/2015 - 09/29/2017 Base and All Options POP:09/30/2015 - 09/29/2020 Period of Performance: 09/30/2015 to 09/29/2020</p>				

32a. QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED     INSPECTED     ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE    32c. DATE    32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE    32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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38. S/R ACCOUNT NUMBER    39. S/R VOUCHER NUMBER    40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT    42a. RECEIVED BY (*Print*)

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER    41c. DATE    42b. RECEIVED AT (*Location*)

42c. DATE REC'D (*YYMMDD*)    42d. TOTAL CONTAINERS

**SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS**

**B.1 BRIEF DESCRIPTION OF WORK (AUG 2011) ALTERNATE I (AUG 2011)**

(a) The title of this project is Audio Visual Software, Hardware and Equipment Maintenance

(b) The objective of this Performance Work Statement (PWS) is to obtain a system support service and associated support for Audio Visual (AV) systems associated with the NRC Region II Office located at 245 Peachtree Street, NE, Suite 1200, Atlanta, Georgia, 30303.

The contractor must consistently provide the NRC with highly skilled, reliable, responsive, customer-oriented personnel. The contractor must establish and maintain a pool of qualified personnel to perform the requirements outlined in this PWS.

**B.2 CONSIDERATION AND OBLIGATION – FIRM-FIXED-PRICE**

The total amount of the Firm-Fixed-Price portion of this contract is \$54,589.97 and this amount is fully-funded.

The current not to exceed amount (ceiling) for travel is [REDACTED]. The amount currently obligated is [REDACTED].

The current not to exceed amount (ceiling) for other direct cost (ODC) is [REDACTED]. The amount currently obligated is \$5,410.03.

**B.3 PRICE/COST SCHEDULE**

BASE PERIOD: OCTOBER 1, 2015 THROUGH SEPTEMBER 30, 2017					
CLIN	Schedule of Supplies/Services	Qty	Unit	Unit Price	Total Price
0001	Audio Visual Software, Hardware and Equipment Maintenance	[REDACTED]	JOB	[REDACTED]	[REDACTED]
CLIN	Schedule of Supplies	QTY	JOB	Ceiling	Obligated Amount
0002	Travel (Cost Reimbursement) The government will pay up to the rates specified in the Government Federal Travel Regulations (FTR) for travel destination. NO PAYMENT WILL BE MADE WITHOUT BACKUP DOCUMENTATION/RECEIPTS. *All travel must be approved in advance by the NRC Contracting Officer Representative.*	[REDACTED]	LOT	[REDACTED]	[REDACTED]
0003	Other Direct Cost (ODC)	[REDACTED]	LOT	\$ [REDACTED]	\$ [REDACTED]

OPTION PERIOD ONE: OCTOBER 1, 2017 THROUGH SEPTEMBER 29, 2018					
CLIN	Schedule of Supplies/Services	Qty	Unit	Unit Price	Total Price
0001	Audio Visual Software, Hardware and Equipment Maintenance	[REDACTED]	JOB	[REDACTED]	[REDACTED]
CLIN	Schedule of Supplies/Services	Qty	Unit	Unit Price	Total Price

0002	Travel (Cost Reimbursement) The government will pay up to the rates specified in the Government Federal Travel Regulations (FTR) for travel destination. NO PAYMENT WILL BE MADE WITHOUT BACKUP DOCUMENTATION/RECEIPTS. *All travel must be approved in advance by the NRC Contracting Officer Representative.*		LOT		\$0.00
0003	Other Direct Cost (ODC)	1	LOT		\$ 0.00
TOTAL FIRM FIXED PRICE					\$

OPTION PERIOD TWO: OCTOBER 1, 2018 THROUGH SEPTEMBER 29, 2019					
CLIN	Schedule of Supplies/Services	Qty	Unit	Unit Price	Total Price
0001	Audio Visual Software, Hardware and Equipment Maintenance		JOB		
CLIN	Schedule of Supplies/Services	Qty	Unit	Unit Price	Total Price
0002	Travel (Cost Reimbursement) The government will pay up to the rates specified in the Government Federal Travel Regulations (FTR) for travel destination. NO PAYMENT WILL BE MADE WITHOUT BACKUP DOCUMENTATION/RECEIPTS. *All travel must be approved in advance by the NRC Contracting Officer Representative.*		LOT		\$0.00
0003	Other Direct Cost (ODC)		LOT		\$ 0.00

OPTION PERIOD THREE: OCTOBER 1, 2019 THROUGH SEPTEMBER 29, 2020					
CLIN	Schedule of Supplies/Services	Qty	Unit	Unit Price	Total Price
0001	Audio Visual Software, Hardware and Equipment Maintenance		JOB		
CLIN	Schedule of Supplies/Services	Qty	Unit	Unit Price	Total Price
0002	Travel (Cost Reimbursement) The government will pay up to the rates specified in the Government Federal Travel Regulations (FTR) for travel destination. NO PAYMENT WILL BE MADE WITHOUT BACKUP DOCUMENTATION/RECEIPTS. *All travel must be approved in advance by the NRC Contracting Officer Representative.*		LOT		\$0.00
0003	Other Direct Cost (ODC)		LOT		\$ 0.00

## SECTION C – PERFORMANCE WORK STATEMENT

### I. 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 the 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.

### II. Summary

This SOW is to obtain a system support service and associated support for Audio Visual (AV) systems associated with the NRC Region II Office located at 245 Peachtree Street, NE, Suite 1200, Atlanta, Georgia, 30303.

### III. Objective

The Contractor shall maintain and service the AV system/equipment (both hardware and software) listed below in Appendix (A) and provide associated support as required within this SOW. Contractor support includes maintenance and knowledge of the following equipment:

**Equipment to be serviced** – A description of the equipment to be covered by the contract including all sub-components, i.e. cards, switches, servers, card shelves, etc. is provided in Appendix (A). The Contractor shall perform an on-site visit to validate the components to be supported under this contract.

The Contractor shall provide on-site technical assistance for the systems/applications listed above. Specific tasks are:

- Qualified Personnel: The Contractor shall provide personnel that are fully qualified (certified and experienced) and trained on the AV system/equipment to perform maintenance support services (both hardware and software) and other ancillary maintenance support services, as needed. The Contractor must be Crestron Certified and be an authorized Jupiter reseller with at least three years previous Jupiter installation and maintenance experience. Due to the complexity of the system the contractor must be a current Gold or Silver Level InfoComm Certified Integrator / Service Provider. Maintenance service shall be performed by the contractor, as required, as specified below. Maintenance service shall be

performed on-site at the U.S. Nuclear Regulatory Commission, 245 Peachtree Center Avenue, NE, Suite 1200, Atlanta, Georgia, 30303.

#### IV. Specific Task

The Contractor shall provide the following:

- a. Point of Contact: The Contractor shall provide a phone number for reporting service requests, preferably toll free.
- b. Service Calls (Normal Business Hours): Assure that request for service will be answered within a two (2) business hour response time on five (5) days – nine (9) hours basis Monday – Friday / 7am – 4pm Eastern Standard Time (EST). The Contractor shall provide a trained and certified technician on-site the next business day (no later than 7am to maximum extent practicable). This Statement of Work (SOW) shall include up to twenty-four (24) separate incident visits per year (equivalent to 216 hours per year). Repeated visits for the same incident notification counts as one (1) visit. The Contractor shall notify the COR of the technicians time and date of arrival.
- c. Service Calls (Non-Business Hours, Weekends, & Holidays): Assure that request for service will be answered within a two (2) hour response time Monday – Friday / 4pm – 7am Eastern Standard Time (EST), Saturdays and Sundays, and all Holidays (emergency only for holidays). The Contractor shall provide a trained and certified technician on-site the next day (no later than 7am to maximum extent practicable). This will only be for service requests that the Contracting Officer Representative (COR) requires support outside normal business hours. The Contractor shall notify the COR of the technicians time and date of arrival.

Emergency Calls (Holidays Included): Emergency is defined as a major malfunction of “partially” or “all” of the equipment which renders the equipment’s main function partially or completely inoperable.

- d. Coverage: The Contractor shall provide maintenance coverage during Normal Business Hours (Monday - Friday between 7am and 4pm EST), Non-Business Hours (Monday – Friday between 4pm and 7am EST), all day Saturday & Sunday, and all day Holidays (Emergency only for holidays). Coverage will include services caused by external sources (e.g. scheduled and unscheduled building outages and building outages caused by acts of God). The Contractor shall repair/install all inoperable equipment on site. The Contractor shall not remove any equipment from the NRC facility without providing adequate loaner equipment; including flat screen monitors less than

50". NRC will purchase replacement parts/equipment for failed devices. Suggestions and recommendations for compatible replacements/upgrades is highly warranted by the Contractor.

- e. Response Time: The Contractor shall respond by phone within two (2) hours of the service call request and provide a technician on-site by the next day (no later than 7am to the maximum extent practicable). Normal business hours are Monday - Friday between 7am and 4pm.
- f. Preventative Maintenance: The Contractor shall perform two (2) on-site recertification sessions per year. This will include performing cleaning, adjustments, complete functional tests of system (NRC verified), complete test results of functional test of system (NRC verified), and replacement of parts to keep the equipment in good and efficient operating condition. Any repairs or operating instructions will be done as a part of the contract cost. This preventative maintenance will occur during normal business hours.
- g. System Equipment Updates: The Contractor shall provide and install system patches and updates as required to keep the system/equipment in good working order, and as recommended by the Contractor/manufacturer. These updates/patches are required to maintain the equipment at the most current operating system level. These update/patches shall include software and firmware required, and the updates/patches shall be installed on a semi-annual basis. All updates/patches shall require NRC review and approval, prior to implementation. Any updates, upgrades, and patches requiring system reboots needs to be scheduled with NRC prior to implementation. This shall be done as part of the contract cost.
- h. Upgrades: The Contractor shall supply NRC with a written description of all required and recommended (including cost justification) upgrades.
- i. Equipment Programming: This Statement of Work (SOW) shall include sixteen (16) hours (per year) for programming of equipment or special equipment configuration.
- j. Exclusion from this Statement of Work: The Contractor will be excluded from repairing damage resulting from neglect, misuse (including faulty repair or maintenance by unauthorized parties), accidents, air conditioning, sprinkler leaks, humidity control, and acts of God (e.g. physical building damage).

**V. Deliverables and Delivery Dates**

All work performed on the equipment shall be recorded on a maintenance form and a copy shall be provided to the NRC. The Contractor's service maintenance

personnel shall provide a separate report for each equipment failure/service call and shall include a detailed description of the work performed. At a minimum, the following data shall be available on each service report:

- Date and time of the service request
- Failed equipment location
- Name of person requesting service (NRC contact)
- Type and description of equipment failed
- Serial number and property tag of failed equipment
- Description of failure
- Summary of work performed to correct the failure
- Complete functional test of system to ensure proper operation (NRC verified)
- Signature of service maintenance technician performing work
- Date and time equipment returned to In-Service condition
- Signature of NRC contact accepting unit back in service

#### **VI. Period of Performance**

The requirements contained within this Performance Work Statement shall be performed within the timeframe specified below:

Base Period: October 1, 2015 through September 30, 2016  
Option Period 1: October 1, 2016 through September 30, 2017  
Option Period 2: October 1, 2017 through September 30, 2018  
Option Period 3: October 1, 2018 through September 30, 2019  
Option Period 4: October 1, 2019 through September 30, 2020

a. Place of Service: U.S. Nuclear Regulatory Commission  
Region II  
Suite 1200  
245 Peachtree Center Avenue, NE  
Atlanta, Georgia, 30303

b. Time of Availability: The Contractor shall be available for Normal Business Hours (Monday - Friday between 7am and 4pm EST), Non-Business Hours (Monday – Friday between 4pm and 7am EST), all day Saturday & Sunday, and all day on Holidays (Emergency only for holidays).

c.

#### **VII. Government-Furnished Data and/or Information**

The Government will provide the Contractor with the necessary information and documentation required to complete the task. The Government will provide the



contract personnel access to the system/equipment to perform maintenance service. Data generated in the performance of this SOW will be the property of the U.S. Government, under the control and release authority of NRC.

**VIII. Government-Furnished Data and/or Information**

The Government will provide the Contractor with the necessary information and documentation required to complete the task. The Government will provide the contract personnel access to the system/equipment to perform maintenance service. Data generated in the performance of this SOW will be the property of the U.S. Government, under the control and release authority of NRC.

**Appendix A Hardware and Equipment List**

Part#	DESCRIPTION	Quantity
BB-44-1	BUS BAR	4
PDS-620R	SEQUENCER	4
2-540-168-00	DVI-I INPUT NODE W/ A DVI INPUT CONNECTOR AND LOOP-THROUGH (DIGITAL-TO-DIGITAL, RGB-TO-RGB) CONNECTOR, AND TWO PIXELNET PORTS.	4
2-540-178-00	TEAMMATE OUTPUT NODE W/ DVI-I OUTPUT CONNECTOR AND TWO PIXELNET PORTS FOR USE IN TILED WALLS OR DISCRETE DISPLAYS. BNC CONNECTOR FOR FRAME-LOCK SYNCHRONIZATION. (DRIVES A SINGLE DVI OR ANALOG RGB DISPLAY AT UP TO 2048X1200@60HZ.)	2
3-626-001-00	NONSTACKABLE 48-PORT PIXELNET SWITCH, 1 U, RACK MOUNTABLE	1
5-612-029-00	SINGLE-NODE 100-240V AUTO-RANGING POWER SUPPLY	6
5-649-007-01	IEC 60320 C13 POWER CORD WINEMA 5-15 PLUG FOR USA	6
3-630-000-00	PIXELNET DOMAIN CONTROLLER W/ PDC SOFTWARE, PENTIUM CORE DUO, 1 U RACKMOUNT, DUAL DIGIE PORTS, WINDOWS XP	1

2-540-168-00	DVI-I INPUT NODE W/ A DVI INPUT CONNECTOR AND LOOP-THROUGH (DIGITAL-TO-DIGITAL, RGB-TO-RGB) CONNECTOR, AND TWO PIXELNET PORTS.	5
2-540-189-00	DVI-I INPUT NODE WITH A DVI-I INPUT CONNECTOR AND LOOP-THROUGH (DIGITAL-TO-DIGITAL, RGB-TO-RGB) CONNECTOR, AND TWO PIXELNET PORTS.	1

Part#	DESCRIPTION	Quantity
2-540-178-00	TEAMMATE OUTPUT NODE W/ DVI-I OUTPUT CONNECTOR AND TWO PIXELNET PORTS FOR USE IN TILED WALLS OR DISCRETE DISPLAYS. BNC CONNECTOR FOR FRAME-LOCK SYNCHRONIZATION. (DRIVES A SINGLE DVI OR ANALOG RGB DISPLAY AT UP TO 2048X1200@60HZ.)	2
3 626 001 00	NONSTACKABLE 48-PORT PIXELNET SWITCH, IU, RACK MOUNTABLE	1
3-500-116-00	1 U RACKMOUNT SHELF FOR TWO PIXELNET NODES AND ONE DUAL-NODE POWER SUPPLY	3
5-612-029-00	SINGLE-NODE 100-240V AUTO-RANGING POWER SUPPLY	2
5-649-007-01	IEC 60320 C13 POWER CORD W/ NEMA 5-15 PLUG FOR USA	2
3-630-000-00	PIXELNET DOMAIN CONTROLLER W/ PDC SOFTWARE, PENTIUM CORE DUO, 1 U RACKMOUNT, DUAL DIGIE PORTS, WINDOWS XP	3
2-540-168-00	DVI-I INPUT NODE W/ A DVI INPUT CONNECTOR AND LOOP-THROUGH (DIGITAL-TO-DIGITAL, RGB-TO-RGB) CONNECTOR, AND TWO PIXELNET PORTS.	18

2-540-178-00	TEAMMATE OUTPUT NODE W/ DVI-1 OUTPUT CONNECTOR AND TWO PIXELNET PORTS FOR USE IN TILED WALLS OR DISCRETE DISPLAYS. BNC CONNECTOR FOR FRAME- LOCK SYNCHRONIZATION. (DRIVES A SINGLE DVI OR ANALOG RGB DISPLAY AT UP TO 2048X1200@60HZ.)	4
3-626-001 00	NONSTACKABLE 48-PORT PIXELNET SWITCH, IU, RACK MOUNTABLE	1
5-612-029-00	SINGLE-NODE 100-240V AUTO-RANGING POWER SUPPLY	4

Part#	DESCRIPTION	Quantity
5-649-007-0 1	IEC 60320 C13 POWER CORD W/ NEMA 5-15 PLUG FOR USA	4
LLINX-U-P	LIBERTY WIRE LLINX 22/1 PSH+1 8/2 CMP CONTROL CABLE	4
24-4P-P-L5-EN-GRAY	LIBERTY WIRE CAT5E 350 24/4P UTP CMP GRAY	4
16-2C-P-BLK	LIBERTY WIRE COMMERCIAL 16/2 CMP BLACK SPEAKER	4
22-4C-PSH-WHT	LIBERTY WIRE COMMERCIAL 22/4 OASH CMP WHT -- AUDIO	2
22-2C-PSH-BLK	LIBERTY WIRE COMMERCIAL 22/2 OASH CMP BLK AUDIO	6
MPC-MIO	CONTROLLER	12
TPS-6X	TOUCH PANEL	10
TPS-6X-IMCW	INTERFACE	10
TPS-6X-DSW	DOCKING STATION	7
CEN-HPRFGW	GATEWAY	10
C2N-FT-TPS4	CUBBY TOUCH PANEL	2
TPMC-4SM	TOUCH PANEL	33
VI2-B-DGE-1-PAK	TOUCH PANEL	2
V15-B-DGE-1 PAK	TOUCH PANEL	1
PR02	PROCESSOR	10
C2ENET-2	ETHERNET CARD	10
QM-RMC	PROCESSOR	17
DIN-AP2	PROCESSOR	2
DM-16X16	DMSWITCHER	3
DM-8X8	DMSWITCHER	6
DMC-CAT	DM INPUTCARD	51
DMC-DVI	DM INPUT CARD	23
DMC-HDMI	DM INPUT CARD	1
DMC0-22	DM OUTPUT CARD	6

DMC0-30	DM OUTPUT CARD	6
DMC0-2200	DM OUTPUT CARD	1
DMC0-3000	DM OUTPUT CARD	1
DMC0-3300	DM OUTPUT CARD	2
DM-RMC-100	DMRECEIVER	48
DM-TX-200	DM TRANSMITTER	28
DM-TX-300N	DM TRANSMITTER	26
DM-TX-400-3G	DM TRANSMITTER	30
DVPHD-QUAD	QUAD PROCESSOR	1
PW2407RU	POWER SUPPLY	12
PW2420RU	POWER SUPPLY	27
PW-2410RU	POWER SUPPLY	22
PW-1 205	POWER SUPPLY	17
PWE-4803RU	POWER SUPPLY	35
CNPWS-75	POWER SUPPLY	13
CNTBLOCK	CONNECTING BLOCK	10

<b>t#</b>	<b>DESCRIPTION</b>	<b>Quantity</b>
MP-AMP30	POWER AMP	2
DM-CON-20	DM CONNECTORS	20
DM-CBL-P-SP500	DMCABLE	12
10A1-01106	3.5MM STEREO MALE 6FT	5
10A1-01112	3.5MM STEREO MALE, 12FT	2
10D1-03206	DB9 MALE / DB 9 FEMALE, 9C, SERIAL CABLE, 1:1, 6FT (UL)	25
10S3 03106	PREMIUM GRADE S-VIDEO MALE / MALE CABLE, 24K GOLD TIPS, 6FT	6
10X8-02101	CAT6, UTP, WITH MOLDED BOOT, 500MHZ, GRAY, 1FT	80
10X8-02103	CAT6, UTP, WITH MOLDED BOOT, 500 MHZ, GRAY, 3FT	50
HDMI-01 103	HDMI V1.3 CABLE 3FT CL2- RATED-24K GOLD CONNECTORS	45
HDMI-21506	HDMI TO DVI CABLE 6 FT CL2 RATED IN-WALL	45
HDMI-21510	HDMI TO DVI CABLE 10 FT CL2 RATED IN-WALL	3
HDMI-41 106	HDMI V1.4 CL2 RATED CABLE WITH ETHERNET SUPPORT 6 FT	20
HDMI-41110	HDMI V1.4 CL2 RATED CABLE WITH ETHERNET SUPPORT 10 FT	45
LC65E77UN	65" LCD Sharp	15
LC52E77UN	52" LCD Sharp	1
LC40E77UN	40" LCD Sharp	15
LC46E77UN	46" LCD Sharp	6

70-261-01	POWER MODULE	10
70-271-01	AAP BRACKETS	20
SSDT770	SMART SYMPODIUM DT770 INTERACTIVE PEN DISPLAY	2
SB680	SMART BOARD 680	1
PA365	SMART SBFPD FOR PANASONIC TH-65PHD7, TH- 65PHD8	1
PX350	SMART SBFPD FOR SELECT 50" PLASMA MODELS	2
MW-10FT-FC	INTEGRATED 10" FAN TOP, INCLUDES 1 FAN A	2
SF2	SECURITY COVER	9
DHD700	PROJECTOR CHRISTIE	7
103119102-01	LENS	7
PL1925W	PROJECTOR EPSON	6
1021 84L	V-ILT 133 HDTV M13 WHITECASE 12"	1

Part#	DESCRIPTION	Quantity
QONYX	68" X 212" W M1300 VIEWING SURFACE VEL-TEX FRAME	3
QACCESS/V	ELECTRONIC PROJECTION SCREEN 60" X 96"	6
IOOOMXP	TANDBERG	3
CODEC 6000MXP	TANDBERG	7
TANDBERG CODIAN ISDN/IP GATEWAY	TANDBERG CODIAN ISDN/IP GATEWAY	1
MXP 3000 CODEC	TANDBERG MXP 3000 CODEC	1
APC MODEL SC1500	APC Smart-UPS, 865 Watts / 1440 VA, Input 120V / Output 120V, Interface Port DB-9 RS-232, Rack Height 2 U	1
APC MODEL SMT2200	APC SMART-UPS, 1980 WATTS / 2200 VA, INPUT 120V / OUTPUT 120V, INTERFACE PORT SMARTSLOT	3
DM-MD32x32	CRESTRON 32X32 DM SWITCHER	1
DMC-C	CRESTRON 8G+ INPUT CARD	3
DMC-HD	CRESTRON HDMI INPUT CARD	13
DMC0-55	CRESTRON 8G+ OUTPUT CARD	2
DMC0-33	CRESTRON HDMI OUTPUT CARD	2
DM-TX-200-C2G-W-T	CRESTRON 8G+ WALL PLATE TX200	3
DM-RMC-SCALER-C	CRESTRON 8G+ RECEIVER W/ SCALER	8
HD-SCALER	CRESTRON HDMI IN/OUT SCALER	5

TST-600-WALLB-S	CRESTRON WALL MOUNT WIRELESS TOUCH PANEL, black	4
TST-600-DSW-PMK	CRESTRON Pre-Construction Wall Mount Kit for TST-600-DSW	4
CNPWS-75	CRESTRON POWER SUPPLY	4
CNXRMAK	CRESTRON Rack Mount Kit for C2N-HBLOCK and CNPWS-75	1
CEN-ERFGW-POE	CRESTRON Extended Range RF Wireless Gateway	4
PR03	CRESTRON CONTROL PROCESSOR	1
C2COM3	CRESTRON 2-Series Control Card - 3 COM Ports	3
SDSDRX3-032G-A2I	SANDISK 32GB SD memory card	3
TSW-750-B-S	CRESTRON 7" Touch Screen	1
TSW-750-TTK-B-S	CRESTRON Tabletop Kit for TSW-750, Black Smooth	1
TPMC-4SMBW-S	CRESTRON 4.3" Touch Screen w/ Room Scheduling, black Smooth	4
WMKU-4SM-B-S	CRESTRON Universal Wall Mount Kit for TPMC-4SM(D) & TPCS-4SM(D), black	4

Part#	DESCRIPTION	Quantity
DM-TX-300N	CRESTRON DigitalMedia CAT Transmitter 300N	1
TBD	Core Custom Input Panel	1
DBP-2012UDCIP	DENON BLURAY PLAYER	1
RC-3	MAP 3U Clamping Rack Shelf for DENON BluRay	1
8123	Monoprice HDMI® + Ethernet and IR Extender Using Cat5e orCAT6 Cable- Extend Up To 328ft	1
RC-2	MAP 2U Clamping Rack Shelf for miscellaneous	1
GS748TP	NETGEAR 48 PORT SWITCH	1
GS724TP	NETGEAR 24 PORT SWITCH	1
438926	DRAPER PROJECTION SCREEN	4
UL7400U	MITSUBISHI WUXGA PROJECTOR	4
RPMA301-UL7400U	CHIEF RPA Elite Custom Projector Mount with Keyed Locking	4
CMS440	CHIEF CEILING KIT	4
CNMS006	CHIEF POLE	4
55LD520C	LG 55" LCD	6
LTMU	CHIEF LCD MOUNT	6
C2N-CAMIDJ	Crestron Camera Controller	1
999-6967-000	Vaddio WallVIEW CCU HD-22 CAT-5	7
AV-HS410	Panasonic VIDEO SWITCHER	1
AV-HS04M3	Panasonic Dual DVI Input Board	1

AV-HS04M5	Panasonic YUV / DVI Output Board	1
ADVC-HD50	GRASS VALLEY HDMI TO ILINK	1
SR-1500	JVC DVR RECORDER	1
CTS-C60-K9	CISCO Codec C60-Incls NPP Rack Mount Kit Remote Control HDMI And Power Cable	1
PWR-CORD-US-A	CISCO Power Cord US 1.8m Black YP-12 To YC-12	1
LIC-C60-PR	CISCO Codec C60 Premium Resolution Option	1
CON-PMDN-CTSC60K9	CISCO PC MSTR 8X5XNBD Codec C60-Incls NPP-Rack Mount Kit Remote Control	1
CONVERGE PRO 880T	CLEARONE AUDIO MIXER with AEC and Telco	1
Dei 41300	CROWN 4 CHANNEL POWER AMPLIFIER	1
CVS6	TANNOY CEILING SPEAKER	54
TBD	Core Wall Plates / Floor box plates	12
SM86LC	Shure Wired Handheld Microphone and Accessories	2
Eris ES	PreSonus Amplified Loudspeakers	2

Part#	DESCRIPTION	Quantity
DA1008-1	ATI Audio 1x8 Analog Audio Distribution Amplifier	1
Custom	Core Tech Press output plate	1
LGR-4432	LOWELL 44U, 32' Deep RACK, frame	2
RRD-44	LOWELL 44u rack rails	2
LGR-4432-SP	LOWELL side panels (pr)	1
FW2-3	LOWELL universal fan panel, 2 fans	2
USVC-215	LOWELL 2U vented utility shelf, with clamps	4
RSD-116	LOWELL sliding Reversible Shelf / Drawer	2
RL-1	LOWELL rack utility light	2
RL-1Bulb	LOWELL 13W Replacement Bulb	1
RGH-40	LOWELL Rack ganging hardware bag	1
LL	LOWELL Rack leg levelers set of 4	2
LGRB-12	LOWELL Plastic bushings 12 pack	1
GBB-72	LOWELL grounding bus bar	2
CMV3-44	LOWELL vertical-mount bars 6 pack	2
ACSP20-6C	LOWELL surge suppressor, 6 circuits	1
ACS-2014-HW	LOWELL 20A power strip --- hardwired, 7 duplex	6

ACR-2009	LOWELL 20A power panel, 5 switched, 4 unswitched	4
SA82	SURGEX SURGE PROTECTOR at displays	11
LD-4830	MAP Video Production console 48"	1
ACR-2009	LOWELL 20A power panel, 5 switched, 4 unswitched	2
SC1500	APCUPS	2
DI6F	Bose speakers	18
WS-AL10	Califone Assisted Listening system	1
MDMLAP32NR-CTAL-32	Bretford Network Managed Laptop Cart	2
StudioLive 32.4.2AI	PreSonus Mixing Console	1
MVXA-2016	Atlas-Sound	1
LD-4830-RA	MAP Video Production console extra bay 48"	1
ACSPR-2009-VTE	LOWELL 20A power panel	1
CONVERGE PRO 880	CLEARONE AUDIO MIXER with AEC	3

## SECTION D - PACKAGING AND MARKING

### D.1 PACKAGING AND MARKING (AUG 2011)

(a) The Contractor shall package material for shipment to the NRC in such a manner that will ensure acceptance by common carrier and safe delivery at destination. Containers and closures shall comply with the Surface Transportation Board, Uniform Freight Classification Rules, or regulations of other carriers as applicable to the mode of transportation.

(b) On the front of the package, the Contractor shall clearly identify the contract number under which the product is being provided.

(c) Additional packaging and/or marking requirements are as follows: as specified in the statement of work.

(End of Clause)

### D.2 BRANDING (AUG 2012)

The Contractor is required to include the statement below in any publications, presentations, articles, products, or materials funded under this contract/order, to the extent practical, in order to provide NRC with recognition for its involvement in and contribution to the project. If the work performed is funded entirely with NRC funds, then the contractor must acknowledge that information in its documentation/presentation.

Work Supported by the U.S. Nuclear Regulatory Commission (NRC), Region II Office, under Contract number NRC-R2-92-15-C-0002.

(End of Clause)



## SECTION E - INSPECTION AND ACCEPTANCE

N/A

## SECTION F - DELIVERIES OR PERFORMANCE

### F.1 PLACE OF PERFORMANCE

#### RII Regional Office location:

Contractor services shall be provided at the following address:

Location	Address
NRC Region 2	Marquis One Tower 245 Peachtree Center Avenue, NE Suite 1200 Atlanta, Georgia 30303- 1257

### F.2 PERIOD OF PERFORMANCE

Base Period. October 1, 2015 to February 28, 2016  
Option Period One. March 1, 2016 to September 30, 2016  
Option Period Two. October 1, 2016 to September 30, 2017  
Option Period Three. October 1, 2017 to September 30, 2018  
Option Period Four. October 1, 2018 to September 30, 2019  
Option Period Five. October 1, 2019 to September 30, 2020

## SECTION G. CONTRACT ADMINISTRATION DATA

### G.1 Contracting Officer's Representative (COR)

(a) The COR for this contract is:

Chris Bass  
Office: Region II  
Atlanta, GA 30303  
Phone: 404-997-4816  
Email: [Chris.Bass@nrc.gov](mailto:Chris.Bass@nrc.gov)

(b) The Alternate COR for this contract is:

Thomas Easum  
Office: Region II  
Atlanta, GA 30303  
Phone: 404-997-4833  
Email: Thomas.Easum@nrc.gov

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:

- i. 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 Performance Work Statement (PWS) or changes to specific travel identified in the PWS), fills in details, or otherwise serves to accomplish the contractual PWS.
- ii. Provide advice and guidance to the contractor in the preparation of drawings, specifications, or technical portions of the work description.
- iii. Review and, where required by the task order 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:

- i. Constitutes an assignment of work outside the general scope of the contract.
- ii. Constitutes a change as defined in the "Changes" clause of this contract.
- iii. 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.
- iv. Changes any of the expressed terms, conditions, or specifications of the contract.
- v. Terminates the contract, settles any claim or dispute arising under the contract, or issues any unilateral directive whatever.

(d) 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:
  - a. Monitor the contractor's technical progress, including surveillance and assessment of performance, and recommend to the Contracting Officer changes in requirements.
  - b. Assist the contractor in the resolution of technical problems encountered during performance.
  - c. 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.
  - d. Assist the contractor in obtaining the badges for the contractor personnel.
  - e. 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.
  - f. 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.
  - g. 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.

(End of Clause)

## **G.2 2052.215-77 TRAVEL APPROVALS AND REIMBURSEMENT (OCT 1999)**

(a) All foreign travel must be approved in advance by the NRC on NRC Form 445, Request for Approval of Official Foreign Travel, and must be in compliance with FAR 52.247-63 Preference for U.S. Flag Air Carriers. The contractor shall submit NRC Form 445 to the NRC no later than 30 days before beginning travel.

(b) The contractor must receive written approval from the NRC Project Officer before taking travel that was unanticipated in the Schedule (i.e., travel not contemplated in the Statement of Work, or changes to specific travel identified in the Statement of Work).

(c) The contractor will be reimbursed only for those travel costs incurred that are directly related to this contract and are allowable subject to the limitations prescribed in FAR 31.205-46.

(d) It is the responsibility of the contractor to notify the contracting officer in accordance with the Limitations of Cost clause of this contract when, at any time, the contractor learns that travel expenses will cause the contractor to exceed the estimated costs specified in the Schedule.

(e) Reasonable travel costs for research and related activities performed at State and nonprofit institutions, in accordance with Section 12 of Pub. L. 100-679, shall be charged in accordance with the contractor's institutional policy to the degree that the limitations of Office of Management and Budget (OMB) guidance are not exceeded. Applicable guidance documents include OMB Circular A-87, Cost Principles for State and Local Governments; OMB Circular A-122, Cost Principles for Nonprofit Organizations; and OMB Circular A-21, Cost Principles for Educational Institutions.

(End of Clause)

## **G.3 ELECTRONIC PAYMENT (JUN 2013)**

The Debt Collection Improvement Act of 1996 requires that all payments except IRS tax refunds be made by Electronic Funds Transfer. Payment shall be made in accordance with FAR 52.232-33, entitled "Payment by Electronic Funds-Central Contractor Registration".

To receive payment, the contractor shall prepare invoices in accordance with NRC's Billing Instructions. Claims shall be submitted on the payee's letterhead, invoice, or on the Government's Standard Form 1034, "Public Voucher for Purchases and Services Other than Personal," and Standard Form 1035, "Public Voucher for Purchases Other than Personal – Continuation Sheet." The preferred method of submitting invoices is electronically to: [NRCPayments@nrc.gov](mailto:NRCPayments@nrc.gov).

(End of Clause)

## SECTION H. SPECIAL CONTRACT REQUIREMENTS

N/A

## SECTION I. CONTRACT CLAUSES

### I.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

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

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.203-15	WHISTLEBLOWER PROTECTION FOR NRC CONTRACTOR AND SUBCONTRACTOR EMPLOYEES	AUG 2011
52.204-14	SERVICE CONTRACT REPORTING	JAN 2014

### I.2 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the System for Award Management database via <https://www.acquisition.gov>.

(b) As required by section 3010 of the Supplemental Appropriations Act, 2010 (Pub. L. 111-212), all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIIS consists of two segments--

(1) The non-public segment, into which Government officials and the Contractor post information, which can only be viewed by--

(i) Government personnel and authorized users performing business on behalf of the Government; or

(ii) The Contractor, when viewing data on itself; and

(2) The publicly-available segment, to which all data in the non-public segment of FAPIS is automatically transferred after a waiting period of 14 calendar days, except for--

(i) Past performance reviews required by subpart 42.15;

(ii) Information that was entered prior to April 15, 2011; or

(iii) Information that is withdrawn during the 14-calendar-day waiting period by the Government official who posted it in accordance with paragraph (c)(1) of this clause.

(c) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(1) If the Contractor asserts in writing within 7 calendar days, to the Government official who posted the information, that some of the information posted to the nonpublic segment of FAPIIS is covered by a disclosure exemption under the Freedom of Information Act, the Government official who posted the information must within 7 calendar days remove the posting from FAPIIS and resolve the issue in accordance with agency Freedom of Information procedures, prior to reposting the releasable information. The contractor must cite 52.209-9 and request removal within 7 calendar days of the posting to FAPIIS.

(2) The Contractor will also have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3) As required by section 3010 of Pub. L. 111-212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.

(d) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

### **I.3 52.215-23 LIMITATIONS ON PASS-THROUGH CHARGES (OCT 2009) ALTERNATE I (OCT 2009)**

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

"Added value" means that the Contractor performs subcontract management functions that the Contracting Officer determines are a benefit to the Government (e.g., processing orders of parts or services, maintaining inventory, reducing delivery lead times, managing multiple sources for contract requirements, coordinating deliveries, performing quality assurance functions).

"Excessive pass-through charge," with respect to a Contractor or subcontractor that adds no or negligible value to a contract or subcontract, means a charge to the Government by the Contractor or subcontractor that is for indirect costs or profit/fee on work performed by a subcontractor (other than charges for the costs of managing subcontracts and any applicable indirect costs and associated profit/fee based on such costs).

"No or negligible value means" the Contractor or subcontractor cannot demonstrate to the Contracting Officer that its effort added value to the contract or subcontract in accomplishing the work performed under the contract (including task or delivery orders).

"Subcontract" means any contract, as defined in FAR 2.101, entered into by a subcontractor to furnish supplies or services for performance of the contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

"Subcontractor," as defined in FAR 44.101, means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.

(b) General. The Government will not pay excessive pass-through charges. The Contracting Officer has determined that there will be no excessive pass-through charges, provided the Contractor performs the disclosed value-added functions.

(c) Reporting. Required reporting of performance of work by the Contractor or a subcontractor. The Contractor shall notify the Contracting Officer in writing if--

(1) The Contractor changes the amount of subcontract effort after award such that it exceeds 70 percent of the total cost of work to be performed under the contract, task order, or delivery order. The notification shall identify the revised cost of the subcontract effort and shall include verification that the Contractor will provide added value; or

(2) Any subcontractor changes the amount of lower-tier subcontractor effort after award such that it exceeds 70 percent of the total cost of the work to be performed under its subcontract. The notification shall identify the revised cost of the subcontract effort and shall include verification that the subcontractor will provide added value as related to the work to be performed by the lower-tier subcontractor(s).

(d) Recovery of excessive pass-through charges. If the Contracting Officer determines that excessive pass-through charges exist;

(1) For other than fixed-price contracts, the excessive pass-through charges are unallowable in accordance with the provisions in FAR subpart 31.2; and

(2) For applicable DoD fixed-price contracts, as identified in 15.408(n)(2)(i)(B), the Government shall be entitled to a price reduction for the amount of excessive pass-through charges included in the contract price.

(e) Access to records.

(1) The Contracting Officer, or authorized representative, shall have the right to examine and audit all the Contractor's records (as defined at FAR 52.215-2(a)) necessary to determine whether the Contractor proposed, billed, or claimed excessive pass-through charges.

(2) For those subcontracts to which paragraph (f) of this clause applies, the Contracting Officer, or authorized representative, shall have the right to examine and audit all the subcontractor's records (as defined at FAR 52.215-2(a)) necessary to determine whether the subcontractor proposed, billed, or claimed excessive pass-through charges.

(f) Flowdown. The Contractor shall insert the substance of this clause, including this paragraph (f), in all cost-reimbursement subcontracts under this contract that exceed the simplified acquisition threshold, except if the contract is with DoD, then insert in all cost-reimbursement subcontracts and fixed-price subcontracts, except those identified in 15.408(n)(2)(i)(B)(2), that exceed the threshold for obtaining cost or pricing data in accordance with FAR 15.403-4.

#### **1.4 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 15 days.

(End of Clause)

#### **I.5 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 before contract expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 15 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 4 years.

(End of Clause)

#### **I.6 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2014)**

(a) *Definitions.* As used in this contract--

"HUBZone small business concern" means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

"Service-disabled veteran-owned small business concern"—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) "Service-disabled veteran" means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).



"Small business concern" means a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

"Small disadvantaged business concern, consistent with 13 CFR 124.1002," means a small business concern under the size standard applicable to the acquisition, that--

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by--

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

"Veteran-owned small business concern" means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(b) It is the policy of the United States that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small

business concerns, small disadvantaged business concerns, and women-owned small business concerns.

(c) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.

(d)

(1) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as a small business concern, a veteran-owned small business concern, a service-disabled veteran-owned small business concern, a small disadvantaged business concern, or a women-owned small business concern.

(2) The Contractor shall confirm that a subcontractor representing itself as a HUBZone small business concern is certified by SBA as a HUBZone small business concern by accessing the System for Award Management database or by contacting the SBA. Options for contacting the SBA include—

(i) HUBZone small business database search application Web page at [http://dsbs.sba.gov/dsbs/search/dsp\\_searchhubzone.cfm](http://dsbs.sba.gov/dsbs/search/dsp_searchhubzone.cfm) ; or <http://www.sba.gov/hubzone> ;

(ii) In writing to the Director/HUB, U.S. Small Business Administration, 409 3<sup>rd</sup> Street, SW., Washington DC 20416; or

(iii) The SBA HUBZone Help Desk at [hubzone@sba.gov](mailto:hubzone@sba.gov) .

(End of clause)

#### **I.7 52.219-16 LIQUIDATED DAMAGES -- SUBCONTRACTING PLAN (JAN 1999)**

(a) "Failure to make a good faith effort to comply with the subcontracting plan", as used in this clause, means a willful or intentional failure to perform in accordance with the requirements of the subcontracting plan approved under the clause in this contract entitled "Small Business Subcontracting Plan," or willful or intentional action to frustrate the plan.

(b) Performance shall be measured by applying the percentage goals to the total actual subcontracting dollars or, if a commercial plan is involved, to the pro rata share of actual subcontracting dollars attributable to Government contracts covered by the commercial plan. If, at contract completion, or in the case of a commercial plan, at the close of the fiscal year for which the plan is applicable, the Contractor has failed to meet its subcontracting goals and the Contracting Officer decides in accordance with paragraph (c) of this clause that the Contractor failed to make a good faith effort to comply with its subcontracting plan, established in accordance with the clause in this contract entitled "Small Business Subcontracting Plan," the

Contractor shall pay the Government liquidated damages in an amount stated. The amount of probable damages attributable to the Contractor's failure to comply, shall be an amount equal to the actual dollar amount by which the Contractor failed to achieve each subcontract goal.

(c) Before the Contracting Officer makes a final decision that the Contractor has failed to make such good faith effort, the Contracting Officer shall give the Contractor written notice specifying the failure and permitting the Contractor to demonstrate what good faith efforts have been made and to discuss the matter. Failure to respond to the notice may be taken as an admission that no valid explanation exists. If, after consideration of all the pertinent data, the Contracting Officer finds that the Contractor failed to make a good faith effort to comply with the subcontracting plan, the Contracting Officer shall issue a final decision to that effect and require that the Contractor pay the Government liquidated damages as provided in paragraph (b) of this clause.

(d) With respect to commercial plans; the Contracting Officer who approved the plan will perform the functions of the Contracting Officer under this clause on behalf of all agencies with contracts covered by that commercial plan.

(e) The Contractor shall have the right of appeal, under the clause in this contract entitled, Disputes, from any final decision of the Contracting Officer.

(f) Liquidated damages shall be in addition to any other remedies that the Government may have.

(End of Clause)

**I.8 52.219-17 SECTION 8(a) AWARD.**

(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 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.

(End of Clause)

**I.9 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUL 2013)**

(a) Definitions. As used in this clause-

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts-

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/content/table-small-business-size-standards>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation required by paragraph (b) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it  is,  is not a small business concern under NAICS Code 562211 assigned to contract number NRC-HQ-13-C-02-0070.

[Contractor to sign and date and insert authorized signer's name and title].

(End of Clause)

#### **I.10 52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)**

(a) During the term of this contract, the Contractor shall post an employee notice, of such size and in such form, and containing such content as prescribed by the Secretary of Labor, in conspicuous places in and about its plants and offices where employees covered by the National Labor Relations Act engage in activities relating to the performance of the contract, including all places where notices to employees are customarily posted both physically and electronically, in the languages employees speak, in accordance with 29 CFR 471.2(d) and (f).

(1) Physical posting of the employee notice shall be in conspicuous places in and about the Contractor's plants and offices so that the notice is prominent and readily seen by employees

who are covered by the National Labor Relations Act and engage in activities related to the performance of the contract.

(2) If the Contractor customarily posts notices to employees electronically, then the Contractor shall also post the required notice electronically by displaying prominently, on any Web site that is maintained by the Contractor and is customarily used for notices to employees about terms and conditions of employment, a link to the Department of Labor's Web site that contains the full text of the poster. The link to the Department's Web site, as referenced in (b)(3) of this section, must read, "Important Notice about Employee Rights to Organize and Bargain Collectively with Their Employers."

(b) This required employee notice, printed by the Department of Labor, may be-

(1) Obtained from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW., Room N-5609, Washington, DC 20210, (202) 693-0123, or from any field office of the Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Provided by the Federal contracting agency if requested;

(3) Downloaded from the Office of Labor-Management Standards Web site at <http://www.dol.gov/olms/regs/compliance/EO13496.htm>; or

(4) Reproduced and used as exact duplicate copies of the Department of Labor's official poster.

(c) The required text of the employee notice referred to in this clause is located at Appendix A, Subpart A, 29 CFR Part 471.

(d) The Contractor shall comply with all provisions of the employee notice and related rules, regulations, and orders of the Secretary of Labor.

(e) In the event that the Contractor does not comply with the requirements set forth in paragraphs (a) through (d) of this clause, this contract may be terminated or suspended in whole or in part, and the Contractor may be suspended or debarred in accordance with 29 CFR 471.14 and subpart 9.4. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 471, which implements Executive Order 13496 or as otherwise provided by law.

(f) Subcontracts.

(1) The Contractor shall include the substance of this clause, including this paragraph (f), in every subcontract that exceeds \$10,000 and will be performed wholly or partially in the United States, unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009, so that such provisions will be binding upon each subcontractor.

(2) The Contractor shall not procure supplies or services in a way designed to avoid the applicability of Executive Order 13496 or this clause.

(3) The Contractor shall take such action with respect to any such subcontract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the

imposition of sanctions for noncompliance.

(4) However, if the Contractor becomes involved in litigation with a subcontractor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

(End of Clause)

**I.11 52.232-99 PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS (DEVIATION) (AUG 2012)**

This clause implements the temporary policy provided by OMB Policy Memorandum M-12-16, Providing Prompt Payment to Small Business Subcontractors, dated July 11, 2012.

(a) Upon receipt of accelerated payments from the Government, the contractor is required to make accelerated payments to small business subcontractors to the maximum extent practicable after receipt of a proper invoice and all proper documentation from the small business subcontractor.

(b) Include the substance of this clause, including this paragraph (b), in all subcontracts with small business concerns.

(c) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(End of Clause)

**I.12 52.249-14 EXCUSABLE DELAYS (APR 1984)**

(a) Except for defaults of subcontractors at any tier, the Contractor shall not be in default because of any failure to perform this contract under its terms if the failure arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of these causes are (1) acts of God or of the public enemy, (2) acts of the Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. "Default" includes failure to make progress in the work so as to endanger performance.

(b) If the failure to perform is caused by the failure of a subcontractor at any tier to perform or make progress, and if the cause of the failure was beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be deemed to be in default, unless--

(1) The subcontracted supplies or services were obtainable from other sources;

(2) The Contracting Officer ordered the Contractor in writing to purchase these supplies or services from the other source; and

(3) The Contractor failed to comply reasonably with this order.

(c) Upon request of the Contractor, the Contracting Officer shall ascertain the facts and extent of the failure. If the Contracting Officer determines that any failure to perform results from one or more of the causes above, the delivery schedule shall be revised, subject to the rights of the Government under the termination clause of this contract.

(End of Clause)

#### 152.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <https://www.acquisition.gov/far/>

FAR Clause 52.212-4 Commercial Terms and Conditions

#### **I.13 ANNUAL AND FINAL CONTRACTOR PERFORMANCE EVALUATIONS (AUG 2011)**

Annual and final evaluations of contractor performance under this contract will be prepared in accordance with FAR Subpart 42.15, "Contractor Performance Information," normally at or near the time the contractor is notified of the NRC's intent to exercise the contract option. If the multi-year contract does not have option years, then an annual evaluation will be prepared on or before May 15, 2016. Final evaluations of contractor performance will be prepared at the expiration of the contract during the contract closeout process.

The Contracting Officer will transmit the NRC Contracting Officer's Representative's (COR) annual and final contractor performance evaluations to the contractor's Project Manager, unless otherwise instructed by the contractor. The contractor will be permitted thirty days to review the document and submit comments, rebutting statements, or additional information.

Where a contractor concurs with, or takes no exception to an annual performance evaluation, the Contracting Officer will consider such evaluation final and releasable for source selection purposes. Disagreements between the parties regarding a performance evaluation will be referred to an individual one level above the Contracting Officer, whose decision will be final.

The Contracting Officer will send a copy of the completed evaluation report, marked "Source Selection Information", to the contractor's Project Manager for their records as soon as practicable after it has been finalized. The completed evaluation report also will be used as a tool to improve communications between the NRC and the contractor and to improve contract performance.



The completed annual performance evaluation will be used to support future award decisions in accordance with FAR 42.1502 and 42.1503. During the period the information is being used to provide source selection information, the completed annual performance evaluation will be released to only two parties - the Federal government personnel performing the source selection evaluation and the contractor under evaluation if the contractor does not have a copy of the report already.

(End of Clause)

#### **I.14 COMPLIANCE WITH U.S. IMMIGRATION LAWS AND REGULATIONS (AUG 2011)**

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 Form I-551 (Green Card), 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, <http://www.uscis.gov/portal/site/uscis>.

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

(End of Clause)

#### **I.15 GREEN PURCHASING (SEP 2013)**

(a) In furtherance of the sustainable acquisition goals included in Executive Order 13514, "Federal Leadership in Environmental, Energy, and Economic Performance," products and services acquired under this contract/order shall be energy-efficient (Energy Star or Federal Energy Management Program (FEMP) designated), water-efficient, biobased, environmentally preferable (e.g., Electronic Product Environmental Assessment Tool (EPEAT) certified), non-ozone depleting, recycled content, and non-toxic or less toxic alternatives, to the maximum extent practicable in meeting NRC contractual requirements.

(b) See NRC's Green Purchasing Plan (GPP) at: <http://pbadupws.nrc.gov/docs/ML1219/ML12191A130.pdf> and the General Service Administration's (GSA) Green Procurement Compilation at: <http://www.gsa.gov/portal/content/198257>.

(c) The contractor shall flow down this clause into all subcontracts and other agreements that relate to performance of this contract/order.

(End of Clause)

#### **I.16 AWARD NOTIFICATION AND COMMITMENT OF PUBLIC FUNDS (AUG 2011)**

( a) The contracting officer is the only individual who can legally obligate funds or commit the NRC to the expenditure of public funds in connection with this procurement. This means that unless provided in a contract document or specifically authorized by the contracting officer, NRC technical personnel may not issue contract modifications, give formal contractual commitments, or otherwise bind, commit, or obligate the NRC contractually. Informal unauthorized commitments, which do not obligate the NRC and do not entitle the contractor to payment, may include:

- (1) Encouraging a potential contractor to incur costs prior to receiving a contract;
- (2) Requesting or requiring a contractor to make changes under a contract without formal contract modifications;
- (3) Encouraging a contractor to incur costs under a cost-reimbursable contract in excess of those costs contractually allowable; and
- (4) Committing the Government to a course of action with regard to a potential contract, contract change, claim, or dispute.

(End of Clause)

#### **I.17 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MARCH 2007)**

(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) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (DEC 2014)
- (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) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(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: (Contracting Officer check as appropriate.)

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEP 2006), with Alternate I (OCT 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

(2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (41 U.S.C. 3509).

(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 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note).

(5) (Reserved)

(6) 52.204-14, Service Contract Reporting Requirements (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

(7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

(8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (AUG 2013) (31 U.S.C. 6101 note).

(9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (JUL 2013) (41 U.S.C. 2313).

(10) (Reserved)

(11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

(ii) Alternate I (NOV 2011) of 52.219-3.

(12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

(ii) Alternate I (JAN 2011) of 52.219-4.

(13) (Reserved)

(14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).

(ii) Alternate I (NOV 2011).

- (iii) Alternate II (NOV 2011).
- (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUN 2003) (15 U.S.C. 644).
- (ii) Alternate I (OCT 1995) of 52.219-7.
- (iii) Alternate II (MAR 2004) of 52.219-7.
- (16) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)).
- (17)(i) 52.219-9, Small Business Subcontracting Plan (OCT 2014) (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 (OCT 2014) of 52.219-9.
- (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).
- (19) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).
- (20) 52.219-16, Liquidated Damages-Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).
- (22) 52.219-28, Post Award Small Business Program Rerepresentation (JUL 2013) (15 U.S.C. 632(a)(2)).
- (23) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (JUL 2013) (15 U.S.C. 637(m)).
- (24) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (JUL 2013) (15 U.S.C. 637(m)).
- (25) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).
- (26) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (JAN 2014) (E.O. 13126).
- (27) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
- (28) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).
- (29) 52.222-35, Equal Opportunity for Veterans (JUL 2014) (38 U.S.C. 4212).
- (30) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).

[x] (31) 52.222-37, Employment Reports on Veterans (JUL 2014) (38 U.S.C. 4212).

[x] (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

[x] (33)(i) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627).

[] (ii) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

[x] (34) 52.222-54, Employment Eligibility Verification (AUG 2013). (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.)

[x] (35)(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.)

[x] (36)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).

(ii) Alternate I (JUN 2014) of 52.223-13.

[x] (37)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).

(ii) Alternate I (JUN 2014) of 52.223-14.

[x] (38) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).

[x] (39)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (JUN 2014) (E.O.s 13423 and 13514).

[] (ii) Alternate I (JUN 2014) of 52.223-16.

[x] (40) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)

[x] (41) 52.225-1, Buy American-Supplies (MAY 2014) (41 U.S.C. chapter 83).

[x] (42)(i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (MAY 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

[] (ii) Alternate I (MAY 2014) of 52.225-3.

(iii) Alternate II (MAY 2014) of 52.225-3.

(iv) Alternate III (MAY 2014) of 52.225-3.

(43) 52.225-5, Trade Agreements (NOV 2013) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

(44) 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).

(45) 52.225-26, Contractors Performing Private Security Functions Outside the United States (JUL 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(46) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).

(47) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).

(48) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

(49) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

(50) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (JUL 2013) (31 U.S.C. 3332).

(51) 52.232-34, Payment by Electronic Funds Transfer - Other than System for Award Management (JUL 2013) (31 U.S.C. 3332).

(52) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

(53) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

(54)(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: (Contracting Officer check as appropriate.)*

(1) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

(2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

[] (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

[] (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (MAY 2014) (29 U.S.C 206 and 41 U.S.C. chapter 67).

[] (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (MAY 2014) (41 U.S.C. chapter 67).

[] (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) (41 U.S.C. chapter 67).

[] (7) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495).

[] (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

[] (9) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008) (31 U.S.C. 5112(p)(1)).

[] (10) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2014) (Executive Order 13658).

(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) of this paragraph 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) (41 U.S.C. 3509).

(ii) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (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 public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

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

(v) 52.222-35, Equal Opportunity for Veterans (JUL 2014) (38 U.S.C. 4212).

(vi) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).

(vii) 52.222-37, Employment Reports on Veterans (JUL 2014) (38 U.S.C. 4212).

(viii) 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.

(ix) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

(x) \_\_\_ (A) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627).

\_\_\_ (B) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(xi) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (MAY 2014) (41 U.S.C. chapter 67).

(xii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) (41 U.S.C. chapter 67).

(xiii) 52.222-54, Employment Eligibility Verification (AUG 2013).

(xiv) 52.225-26, Contractors Performing Private Security Functions Outside the United States (JUL 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xvi) 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.



(xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2014) (Executive Order 13658).

(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.

## **SECTION J - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS**

### **ATTACHMENT - 1 BILLING INSTRUCTIONS**

#### **ATTACHMENT 1 BILLING INSTRUCTIONS**

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

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

Standard Forms: Payment requests for completed work, in accordance with the contract, shall be submitted on the payee's letterhead, voucher/invoice, or on the Government's Standard Form 1034, "Public Voucher for Purchases and Services Other than Personal," and Standard Form 1035, "Public Voucher for Purchases Other than Personal--Continuation Sheet."

Electronic invoice/Voucher Submissions: The preferred method of submitting vouchers/invoices is electronically to the Department of the Interior at [NRCPayments@nrc.gov](mailto:NRCPayments@nrc.gov).

Hard-Copy Invoice/Voucher Submissions: If you submit a hard-copy of the voucher/invoice, it shall be submitted to the following address:

NRC Payments  
U.S. Nuclear Regulatory Commission  
One White Flint North  
11555 Rockville Pike  
Mail Stop O3-E17A  
Rockville, MD 20852-2738

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 Standard Form 26, Block 25 of Standard Form 33, or Block 18a of Standard Form 1449, whichever is applicable.

Frequency: The contractor shall submit invoice/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 Purchase 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 pricing information. This includes items discussed in paragraphs (a) through (p) of the attached instructions. In addition, the invoice/voucher must specify the contract number, and the NRC-assigned task/delivery order number.

Currency: Billings may be expressed in the currency normally used by the contractor in maintaining his accounting records and payments will be made in that currency. However, the U.S. dollar equivalent for all vouchers/invoices paid under the contract may not exceed the total U.S. dollars authorized in the contract.

Supersession: These instructions supersede previous billing instructions for Fixed-Price Type Contract (July 2011).

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

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**1. Official Agency Billing Office**

NRC Payments  
U.S. Nuclear Regulatory Commission  
One White Flint North  
11555 Rockville Pike  
Rockville, MD 20852-2738

**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. Where the Payee is authorized to assign the proceeds of this contract in accordance with the clause at FAR 52.232-23, 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), Governmentwide Agency Contract (GWAC) number, or Multiple Agency Contract (MAC) number, as applicable.
- d. Task Order Number. Insert the task/delivery order number (If Applicable). **Do not include more than one task order per invoice or the invoice may be rejected as improper.**
- 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 deliverables were completed and for which payment is requested.
- h. Description of Deliverables. Provide a brief description of supplies or services, quantity, unit price, and total price.
- i. Work Completed. Provide a general summary description of the services performed or products submitted for the invoice period and specify the section or Contract Line Item Number (CLIN) or SubCLIN in the contract pertaining to the specified contract deliverable(s).
- 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. Total Amount Billed. Insert columns for total amounts for the current and cumulative periods.
- o. Adjustments. Insert columns for any adjustments, including outstanding suspensions for deficient or defective products or nonconforming services, for the current and cumulative periods.
- p. Grand Totals.





**UNITED STATES  
NUCLEAR REGULATORY COMMISSION**  
WASHINGTON, D.C. 20555-0001

September 17, 2015

Nadine Pressley, Business Developer  
3Links Technologies, Inc.  
8701 Georgia Ave, Suite 705  
Silver Spring, MD 20910

**SUBJECT: Request for Proposal for NRC Requirement Entitled " U.S. Nuclear Regulatory Commission Region II Audio Visual (AV) Hardware and Equipment Maintenance."**

Dear Ms. Pressley:

The U.S. Nuclear Regulatory Commission (NRC) has a requirement for the services contained in the enclosed Performance Work Statement (PWS). The NRC is requesting a technical and cost/price proposal from your organization. This procurement is a total small business (8a) set-aside under NAICS Code 811213 - Communication Equipment Repair and Maintenance.

The award will be made, in accordance with Federal Acquisition Regulation (FAR), Subpart 12 and 13.5. The NRC reserves the right not to issue a contract.

**Instructions to Offeror**

1. To respond to this request, your organization will be required to provide a proposal which consists of a technical, and a price/cost proposal.

**1.1 TECHNICAL PROPOSAL**

Your organization shall describe its understanding of each task listed in the PWS. Include a clear description of the proposed methods and resources to accomplish each task. Your organization shall identify the proposed organizational resources and subcontractors/consultants to be dedicated to the effort. Your organization shall also demonstrate the extent to which the proposed personnel possess relevant qualifications to perform the worked described in the Performance Work Statement.

**1.2 PAST PERFORMANCE**

Your organization shall discuss its successful past performance on contracts similar in size and scope to this requirement. List any awards received, provide letters of commendation, etc., that will demonstrate the offeror's record of past performance. Provide any other pertinent information that will aid in the evaluation of the offeror's

performance record. Offerors shall list and discuss all prior contracts terminated for default, and whether any show cause letters, cure notices, or poor performance letters have been received. If offerors have a negative response, they should say that none have been received. The solicitation shall also authorize offerors to provide information on problems encountered on the identified contracts and the offeror's corrective actions. The Government shall consider this information, as well as information obtained from any other sources, when evaluating the offeror's past performance.

### 1.3 **COST/PRICE**

The price/cost proposal shall consist of your organization's proposed fixed hourly rates for each labor category for the base and each option year. In addition, provide your organization's proposed *total cost/price* to complete the services for the base and each option year. Attachment 1 is a cost/price schedule which contains the labor categories, estimated hours, and the amount allotted for travel. The offeror shall include a cost of \$9,400 per year for other direct cost (ODCs).

### 1.4 **LABOR CATEGORIES**

The anticipated labor categories for this requirement are as follows:

Sr. Project Manager  
Sr. Telecommunication System Engineer  
Sr. Audio Visual Technician  
Audio Visual Technician

### 1.5 **LEVEL OF EFFORT**

The estimated level of effort per year for this requirement is as follows:

Base Period: 327 Hours  
Option Period 1: 327 Hours  
Option Period 2: 327 Hours  
Option Period 3: 327 Hours  
Option Period 4: 327 Hours

The estimated level of effort for each labor categories per year is as follows:

<b>Labor Category</b>	<b>Estimated Hours Per Year</b>
Sr. Program Manager	15
Sr. Telecommunication System Engineer	24
Sr. Audio Visual Technician	96
Audio Visual Technician	192

Please note that this Estimate of Effort information is advisory and is not to be considered as the sole basis for the development of the staffing plan/proposal. Your organization is permitted to make revisions to the proposed estimate of effort hours, and labor categories, based upon their own professional judgment and proposed technical approach to the requirement described in the PWS.

#### 1.6 PERIOD OF PERFORMANCE

The requirements contained within this Performance Work Statement shall be performed within the timeframe specified below:

Base Period: October 1, 2015 through September 30, 2016

Option Period 1: October 1, 2016 through September 30, 2017

Option Period 2: October 1, 2017 through September 30, 2018

2. Electronic Copies of the Technical and Cost/Price Proposals may only be submitted by e-mail to [Domonique.Malone@nrc.gov](mailto:Domonique.Malone@nrc.gov). The proposal shall be signed, by an official authorized to bind your organization, and contain a statement indicating the period of time the proposal is in effect (not less than 60 days).

Electronic Format - electronic versions of quotes shall be formatted with the products contained in Microsoft Office Professional 2013. Pricing spreadsheets shall be presented in Microsoft Excel. PDF format is authorized. The NRC is not responsible for electronic difficulties and/or administrative problems associated with the transmission of any files to the NRC.

3. Your proposal shall communicate your organization's unconditional assent to any special requirements unique to the order.
4. Identify any current/former NRC employees who have been or will be involved, directly or indirectly, in developing the proposal, or in negotiating on behalf of your firm, or in managing, administering, or performing any tasks, consultant agreement, or subcontract

resulting from this proposal (list name, title, and date individual left NRC and provide a brief description of the individual's role under this proposal). If there are no current/former NRC employees involved, a negative statement is required.

5. Submission of Questions

All questions shall be e-mailed to [Domonique.Malone@nrc.gov](mailto:Domonique.Malone@nrc.gov).

**Representations and Certifications**

6.

**2052.209-70** The following representation is required by the NRC Acquisition Regulation 2009.105-70(b):

"There ( ) are ( ) are no current/former NRC employees (including special Government employees performing services as experts, advisors, consultants, or members of advisory committees) who have been or will be involved, directly or indirectly, in developing the offer, or in negotiating on behalf of the offeror, or in managing, administering, or performing any contract, consultant agreement, or subcontract resulting from this offer. For each individual so identified, the Technical and Management proposal must contain, as a separate attachment, the name of the individual, the individual's title while employed by the NRC, the date individual left NRC, and a brief description of the individual's role under this proposal."

**2052.209-71** Contractor Organizational Conflicts of Interest Representation (Oct 1999)  
"I represent to the best of my knowledge and belief that:

The award to \_\_\_\_\_ of a contract or the modification of an existing contract does / / does not / / involve situations or relationships of the type set forth in 48 CFR 2009.570-3(b).

(a) If the representation, as completed, indicates that situations or relationships of the type set forth in 48 CFR 2009.570-3 (b) are involved, or the contracting officer otherwise determines that potential organizational conflicts of interest exist, the offeror shall provide a statement in writing that describes in a concise manner all relevant factors bearing on his representation to the contracting officer. If the contracting officer determines that organizational conflicts exist, the following actions may be taken:

- (1) Impose appropriate conditions which avoid such conflicts;
- (2) Disqualify the offeror; or
- (3) Determine that it is otherwise in the best interest of the United States to seek award of the contract under the waiver provisions of 48 CFR 2009-570-9.

(b) The refusal to provide the representation required by 48 CFR 2009.570-4(b), or upon request of the contracting officer, the facts required by 48 CFR 2009.570-3(b), must result in disqualification of the offeror for award.

(End of Provision)"



If you have any questions concerning the requirements of this request, please contact Domonique.Malone on (301) 415-8614 or by e-mail at [Domonique.Malone@nrc.gov](mailto:Domonique.Malone@nrc.gov).

Sincerely,

*Domonique Malone*

Domonique C. Malone, Contracting Officer  
Materials & Reactors  
Technical Acquisition Branch  
Acquisition Management Division

Enclosures:  
Attachment 1  
Attachment 2  
Attachment 3

Price/Cost Schedule  
Billing Instructions  
Subpart 2009.5 Organizational Conflicts of Interest





UNITED STATES NUCLEAR REGULATORY COMMISSION  
WASHINGTON, D.C. 20555-0001

September 10, 2015

U.S. Small Business Administration  
Washington Metropolitan Area District Office  
740 15<sup>th</sup> Street NW, Suite 300  
Washington, D.C. 20005-3544

SUBJECT: Agency offering letter for 8(a) Audio Visual (A/V) Hardware and Equipment Maintenance procurement (NRC-R2-92-15-R-0001), for the U.S. Nuclear Regulatory Commission (NRC).

Dear Sir or Madam:

This is an Agency offering that is being submitted pursuant to Federal Acquisition Regulation (FAR) Subpart 19.804-2. As required by that FAR Subpart, the following information is provided for SBA's consideration:

- (1) A description of the work to be performed or items to be delivered, and a copy of the statement of work/performance work statement, if available: This requirement is for the U.S. Nuclear Regulatory Commission's Region II to procure a contractor that can provide Audio Visual (A/V) Hardware and Equipment Maintenance. A copy of the Performance Work Statement for the requirement is enclosed.
- (2) The estimated period of performance: One base year from October 1, 2015 through September 30, 2016 and two, one year options.
- (3) The NAICS code that applies to the principal nature of the acquisition: 811213 - Communication Equipment Repair and Maintenance
- (4) The anticipated dollar value of the requirement, including options, if any: \$242,905 (not to exceed)
- (5) Any special restrictions or geographical limitations on the requirement (for construction, include the location of the work to be performed): N/A
- (6) Any special capabilities or disciplines needed for contract performance: The special capabilities needed by the contractor are the ability to provide maintenance and on-site service support of the AV system/equipment (both hardware and software). The contractor must provide two (2) business hour response time, during Monday through Friday, 7am until 4pm Eastern Standard Time (EST).
- (7) The type of contract anticipated: The contract type will be labor-hour.
- (8) The acquisition history, if any, of the requirement, including the names and addresses of any small business contractors that have performed this requirement during the previous 24 months: The previous small business contractor for this requirement is Dasnet Corporation, a small business located in Orville, DR. Bohemia, NY.
- (9) A statement that prior to the offering no solicitation for the specific acquisition has been issued as a small business, HUBZone, or service-disabled veteran-owned small business set-aside and that no other

public communication (such as a notice through the Governmentwide point of entry (GPE)) has been made showing the contracting agency's clear intention to set-aside the acquisition for small business, HUBZone small business, or service-disabled veteran-owned small business concerns: Prior to this offering, no solicitation for this requirement has been issued as a small business, HUBZone, or service-disabled veteran-owned small business set-aside and no other public communication (such as a notice through the Governmentwide point of entry (GPE)) has been made showing the contracting agency's clear intention to set-aside the acquisition for small business, HUBZone small business, or service-disabled veteran-owned small business concerns.

(10) Identification of any particular 8(a) concern designated for consideration, including a brief justification: This offered acquisition is a follow-on contract, and the nominated concern is 3 Links Technologies, Inc.

Name of Firm: 3 Links Technologies, Inc.  
Address: 8701 Georgia Ave., Suite 705  
City: Silver Spring  
State: MD  
Zip: 20910  
Phone Number: (301) 588-8292  
E-mail Address: [mwbuford@3linkstechnologies.com](mailto:mwbuford@3linkstechnologies.com)  
WWW Page: <http://www.3linkstechnologies.com/>  
Contact Person: Melvin Buford, President  
DUNS Number: 015229300

(12) Identification of all known 8(a) concerns, including HUBZone 8(a) concerns that have expressed an interest in being considered for the specific requirement: None

(13) Identification of all SBA field offices that have asked for the acquisition for the 8(a) Program: None

(14) A request, if appropriate, that a requirement with an estimated contract value under the applicable competitive threshold be awarded as an 8(a) competitive contract (see 19.805-1(d)): Not applicable

(15) A request, if appropriate, that a requirement with a contract value over the applicable competitive threshold be awarded as a sole source contract (see 19.805-1(b)): Not applicable

(16) Any other pertinent and reasonably available data: Not applicable

My point of contact for this offer letter is Ms. Domonique Malone at (301) 415-8164 or e-mail [Domonique.Malone@nrc.gov](mailto:Domonique.Malone@nrc.gov).

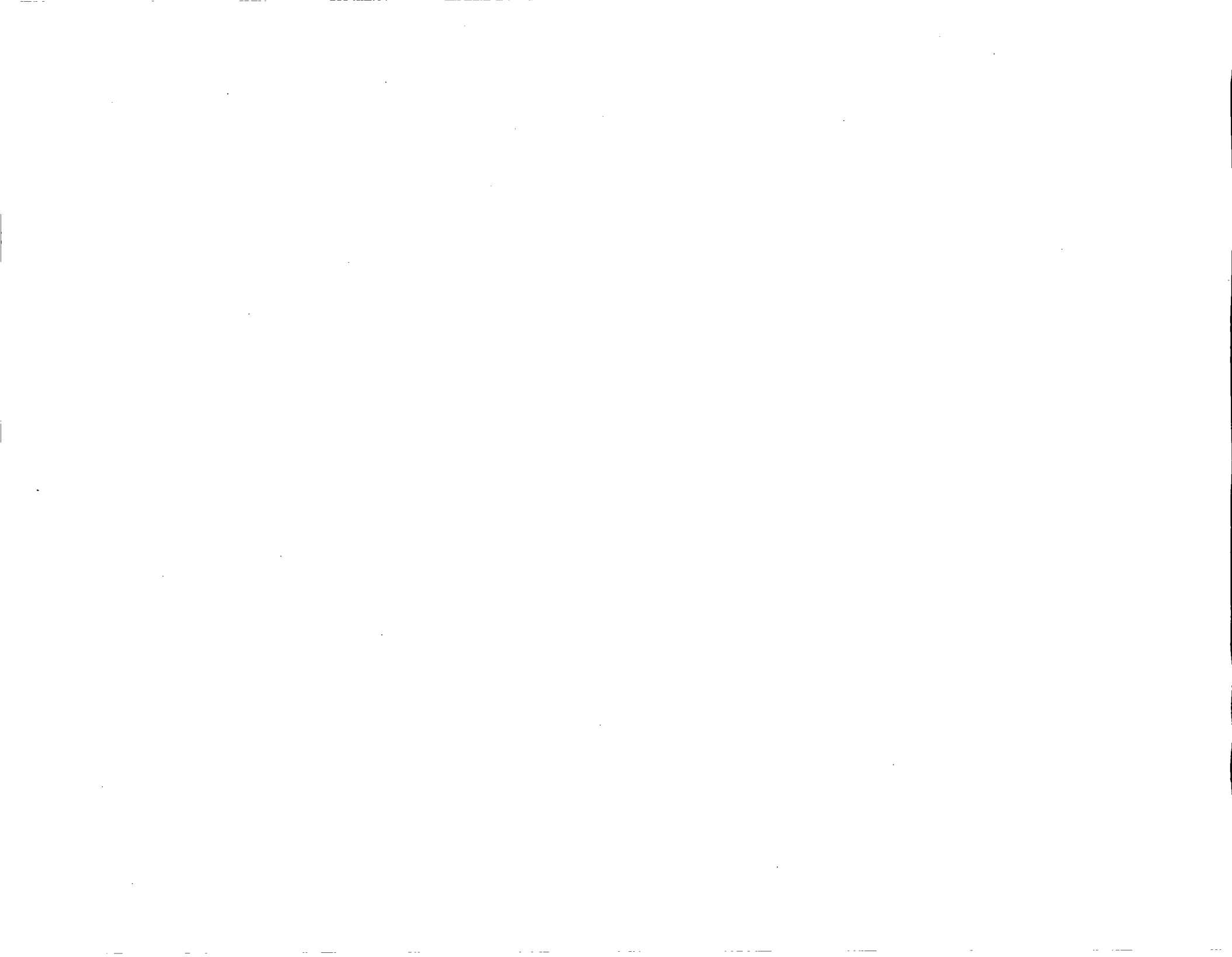
Sincerely,

*Domonique Malone*

Domonique C. Malone

Contracting Officer  
Acquisition Management Division  
U.S. Nuclear Regulatory Commission

Enclosure: Statement of Work



**BILLING INSTRUCTIONS FOR  
TIME-AND-MATERIALS/LABOR-HOUR TYPE CONTRACTS (JAN 2015)**

**General:** During performance and through final payment of this contract, the contractor is responsible for the accuracy and completeness of data within the System for Award Management (SAM) database and for any liability resulting from the Government's reliance on inaccurate or incomplete SAM 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. Nuclear Regulatory Commission, via email to: [NRCPayments@nrc.gov](mailto:NRCPayments@nrc.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:

NRC Payments  
U.S. Nuclear Regulatory Commission  
One White Flint North  
11555 Rockville Pike  
Mailstop O3-E17A  
Rockville, MD 20852-2738

**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).

**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.*

**Supersession:** These instructions supersede previous Billing Instructions for Time-and-Materials/Labor-Hour Type Contracts.



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

**1. Official Agency Billing Office**

NRC Payments  
U.S. Nuclear Regulatory Commission  
One White Flint North  
11555 Rockville Pike  
Mailstop O3-E17A  
Rockville, MD 20852-2738

**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. Where the Payee is authorized to assign the proceeds of this contract in accordance with the clause at Federal Acquisition Regulation (FAR) 52.232-23 Assignment of Claims, the Payee shall require as a condition of any such assignment, that the assignee shall register separately in the System for Award Management (SAM) database at <http://sam.gov> and shall be paid by EFT in accordance with the terms of this contract. See FAR 52.232-33 Payment by Electronic Funds Transfer-System for Award Management.
- c. Taxpayer Identification Number. The Payee shall include the Payee's taxpayer identification number (TIN) used by the Internal Revenue Service (IRS) in the administration of tax laws. (See IRS Web site: [http://www.irs.gov/Individuals/International-Taxpayers/Taxpayer-Identification-Numbers-\(TIN\)](http://www.irs.gov/Individuals/International-Taxpayers/Taxpayer-Identification-Numbers-(TIN))).
- d. Contract Number. Insert the NRC contract number (including Enterprise-wide Contract (EWC)), GSA Federal Supply Schedule (FSS), Governmentwide Agency Contract (GWAC) number, or Multiple Agency Contract (MAC) number, as applicable.
- e. Task Order Number. Insert the task/delivery order number (If Applicable). **Do not include more than one task order per invoice or the invoice may be rejected as improper.**
- f. 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.
- g. Date of Invoice/Voucher. Insert the date the invoice/voucher is prepared.
- h. 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.

i. 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.

j. 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.

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

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

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

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

o. 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 Category</u>	<u>Hours Billed</u>	<u>Burdened Hourly Rate</u>	<u>Total</u>	<u>Cumulative Hours Billed</u>
-----------------------	---------------------	-----------------------------	--------------	--------------------------------

(2) Contractor-acquired property (\$50,000 or more). List each item costing \$50,000 or more and having a life expectancy of more than one year. List only those items of equipment for which reimbursement is requested. For each such item, list the following (as applicable): (a) an item description, (b) manufacturer, (c) model number, (d) serial number, (e) acquisition cost, (f) date of purchase, and (g) a copy of the purchasing document.

(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) Consultant Fee. The supporting information must include the name, hourly or daily rate of the consultant, and reference the NRC approval (if not specifically approved in the original contract).

(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.)

(7) Subcontracts. Include separate detailed breakdown of all costs paid to approved subcontractors during the billing period.

p. Total Amount Billed. Insert columns for total amounts for the current and cumulative periods.

q. Adjustments. Insert columns for any adjustments, including outstanding suspensions for unsupported or unauthorized hours or costs, for the current and cumulative periods.

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

(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>Burdened Rate</u>	<u>Total</u>	<u>Cumulative 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  
\$2,000

4) Materials Handling Fee - \$40

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

5) Consultants' Fee - \$100

Dr. Carney - 1 hour fully-burdened @ \$100 = \$100

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) Subcontracting - \$30,000

Company A = \$10,000  
Company B = \$20,000  
\$30,000

(EX: Subcontracts for Companies A & B were consented to by the Contracting Officer by letter dated 6/15/2011.)

Total Amount Billed \$99,580  
Adjustments (+/-) - 0  
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.



**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).

(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.

Attachment 3

(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:

(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



Attachment 3

(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.

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

**4 2052.209-71 CONTRACTOR ORGANIZATIONAL CONFLICTS OF INTEREST  
(REPRESENTATION) (OCT 1999)**

I represent to the best of my knowledge and belief that:

The award to \_\_\_\_\_ of a contract or the modification of an existing contract does / / does not / / involve situations or relationships of the type set forth in 48 CFR 2009.570-3(b).

(a) If the representation, as completed, indicates that situations or relationships of the type set forth in 48 CFR 2009.570-3(b) are involved, or the contracting officer otherwise determines that potential organizational conflicts of interest exist, the offeror shall provide a statement in writing which describes in a concise manner all relevant factors bearing on his representation to the contracting officer. If the contracting officer determines that organizational conflicts exist, the following actions may be taken:

- (1) Impose appropriate conditions which avoid such conflicts,
- (2) Disqualify the offeror, or
- (3) Determine that it is otherwise in the best interest of the United States to seek award of the contract under the waiver provisions of 48 CFR 2009-570-9.

(b) The refusal to provide the representation required by 48 CFR 2009.570-4(b), or upon request of the contracting officer, the facts required by 48 CFR 2009.570-3(b), must result in disqualification of the offeror for award.