

AWARD/CONTRACT		1. THIS CONTRACT IS RATED ORDER UNDER DPAS (15 CFR 350)	RATING N/A	PAGE 1	OF 26	PAGES	
2. CONTRACT NO. (Proc. Inst. Ident.) NRC-33-01-321		3. EFFECTIVE DATE 04-01-2001	4. REQUISITION/PURCHASE REQUEST/PROJECT NO. OCIO-01-321				
5. ISSUED BY U.S. Nuclear Regulatory Commission Division of Contracts and Property Mgt. Attn: Sharlene McCubbin, T-7-1-2 IT Acquisition Management Branch Washington DC 20555		CODE	6. ADMINISTERED BY (If other than Item 5)		CODE		
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code) 8(a) Subcontractor ProBuilders Training & Consulting Services Inc. ATTN: Donald Johnson 9200 Basil Court Suite 105 Largo MD 20774		8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input type="checkbox"/> OTHER (See below)		9. DISCOUNT FOR PROMPT PAYMENT N/A			
CODE		FACILITY CODE		10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN:			
11. SHIP TO/MARK FOR U.S. Nuclear Regulatory Commission ATTN: Lionel Watkins Mail Stop T-4-E16 Washington DC 20555		12. PAYMENT WILL BE MADE BY U.S. Nuclear Regulatory Commission Office of the Chief Financial Officer Attn: GOV/COM Acctng. Section T-9H4 Washington DC 20555		CODE			
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input checked="" type="checkbox"/> 41 U.S.C. 253(c)(5		14. ACCOUNTING AND APPROPRIATION DATA B&R: 11015524110 JCN:D1930 BOC:252A APPN: 31X0200.110 OBLIGATION AMOUNT: \$231,566.40					
15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT		
				15G. TOTAL AMOUNT OF CONTRACT		\$231,566.40	
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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE							
17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return <u>3</u> copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number <u>OCIO-01-321</u> , including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.			
19A. NAME AND TITLE OF SIGNER (Type or print) <u>Donald W. Johnson</u>				20A. NAME OF CONTRACTING OFFICER Mark Flynn Contracting Officer			
19B. NAME OF CONTRACTOR BY <u>[Signature]</u> (Signature of person authorized to sign)		19C. DATE SIGNED <u>3/30/01</u>		20B. UNITED STATES OF AMERICA BY <u>[Signature]</u> (Signature of Contracting Officer)		20C. DATE SIGNED <u>3/30/01</u>	

TEMPLATE - ADM001

ADM 02

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PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 PROJECT TITLE

The title of this project is as follows:

SUPPORT SERVICES FOR THE GRAPHICS ELECTRONIC COMPOSITION SECTION (GECS) OF THE U.S. NRC.

B.2 BRIEF DESCRIPTION OF WORK (MAR 1987)

The Contractor shall provide specialized graphics support for specific projects as required.

B.3 CONSIDERATION AND OBLIGATION--LABOR HOUR FOR REGULAR WORKING HOURS

a. The total ceiling amount of this contract is \$231,560. Payment will be made on a bi-monthly basis upon completion of all required services for that performance period.

b. The total obligated amount by the Government with respect to this contract is \$231,560.00. The contractor shall not incur cost over the obligated amount unless a written contract modification is issued by the NRC Contracting Officer.

B.4 PRICE SCHEDULE FOR WORK DURING REGULAR WORKING HOURS (BASE YEAR)

DESCRIPTION	EST. QTY.	UNIT	RATE	TOTAL
Computer Graphics Multi-Media Specialist	2000	hour	\$73.06	\$146,120.00
Computer Graphics Specialist	2000	hour	\$42.72	\$ 85,440.00
Total Estimated Amount (Ceiling)				\$231,560.00

B.4.1 PRICE SCHEDULE FOR WORK DURING REGULAR WORKING HOURS (OPTION YEAR 1)

DESCRIPTION	EST. QTY.	UNIT	RATE	TOTAL
Computer Graphics Multi-Media Specialist	2000	hour	\$75.84	\$151,680.00
Computer Graphics Specialist	2000	hour	\$44.35	\$88,700.00

Total Estimated Amount (Ceiling) \$240,380.00

B.4.2 PRICE SCHEDULE FOR WORK DURING REGULAR WORKING HOURS
(OPTION YEAR 2)

DESCRIPTION	EST. QTY.	UNIT	RATE	TOTAL
Computer Graphics Multi-Media Specialist	2000	hour	\$78.72	\$157,440.00
Computer Graphics Specialist	2000	hour	\$46.03	\$92,060.00
Total Estimated Amount (Ceiling)				\$249,500.00

B.4.3 PRICE SCHEDULE FOR WORK DURING REGULAR WORKING HOURS
(OPTION YEAR 3)

DESCRIPTION	EST. QTY.	UNIT	RATE	TOTAL
Computer Graphics Multi-Media Specialist	2000	hour	\$81.70	\$163,400.00
Computer Graphics Specialist	2000	hour	\$47.78	\$95,556.00
Total Estimated Amount (Ceiling)				\$258,956.00

B.4.4 PRICE SCHEDULE FOR WORK DURING REGULAR WORKING HOURS
(OPTION YEAR 4)

DESCRIPTION	EST. QTY.	UNIT	RATE	TOTAL
Computer Graphics Multi-Media Specialist	2000	hour	\$84.82	\$169,640.00
Computer Graphics Specialist	2000	hour	\$49.59	\$ 99,180.00
Total Estimated Amount (Ceiling)				\$268,820.00

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK**C.1 BACKGROUND**

The Graphics Electronic Composition Section (GECS) of the U.S. Nuclear Regulatory Commission (NRC) uses both computer software packages and traditional illustration techniques to generate a wide range of graphics products for clients who are located mainly, at its headquarters in Rockville, MD, as well as in its four regional offices. The GECS supports a number of software packages for graphic applications that will import and generate charts, graphs, technical illustrations, tables, and materials for a variety of visual media (viewgraphs, 35mm slides, color prints, etc). The GECS also provides visual standards, consultation, visual enhancement, imaging and scanning for specific agency requirements.

In addition to daily work requirements of varying complexity, the trend towards dissemination of information to the public via the Internet established a need for design of Home Pages for the World Wide Web (WWW). With the rapid evolution of computer graphics into multimedia, the GECS anticipates a growing demand for products using this technology.

C.2 CONTRACT OBJECTIVE

The purpose of this contract is to provide graphics support services for the GECS. The Contractor shall provide personnel equipped with the necessary expertise to provide a variety of multimedia products.

C.3 SCOPE OF WORK

The contractor shall provide computer graphics and multimedia support services. The work will be performed at NRC's Headquarters using the following equipment:

- G4/500 MHz w/256MB RAM, 500MB Internal CD-RPM, Internal Zip drive, External Jaz drive 21" Color Monitor, Mac OS 9.0, Flatbed Scanner
- G3/500 MHz w/256 MB Ram, Internal CD-ROM, Internal Zip drive, External Jaz drive, 21" Color Monitor, Mac OS 9.0, Flatbed Scanner
- Silicon Graphics Indigo 2 XZ Graphics Workstation 2/32MB RAM, 3 GB Hard Drive, Internal CD-ROM, 21" Color Monitor, IRIX 5.3
- HP DesignJet 755CM Printer
- Tektronix Phaser 220i Color Printer
- QMS 860 Printer
- HP5Si MX Printer

C.3.1 COMPUTER GRAPHICS/MULTIMEDIA SUPPORT

A. Multimedia Support

1. The contractor shall provide support for various ongoing multimedia projects, such as the interactive orientation briefing for the Division of Security; the Locator Information Kiosk Systems in the TWFN elevator lobbies; and requests received from the Professional Development Center. Since multimedia refers to the presentation of information using a combination of graphics, text, sound, and animation, the contractor shall possess expertise in the current multimedia design and production methodologies including:

a. User interface design techniques, such as user navigation and control design

b. Digital video capture and editing techniques on both Macintosh and PC platforms

c. Digital audio capture and editing techniques

d. 2-D Animation techniques

e. 3-D Animation/rendering techniques

f. Multimedia integration through use of authoring packages currently in use in the AGS Macromedia Director and Macromedia Action for the PC and MAC

g. CD-ROM mastering/production of multimedia productions.

2. The contractor shall be responsible for the design and electronic content creation of information for World Wide Web (WWW) use. Involvement may include, but is not limited to, design of Home Pages, hypertext markup link (HTML) document creation, GIFs, AIFF, JPEG, MPEG and Adobe Acrobat documents. Use of available bitmap editors, text editors, scanners, sound and video digitizing hardware may be required. The Multimedia Specialist shall test content on the GECS WWW server and upon project completion, store it on the GECS File Transfer Protocol (FTP) server for client retrieval.

B. Systems Integration/Administration

1. The contractor shall maintain the performance of the GECS internal Local Area Network (LAN) including all systems and printers, but NOT the hub and K-box functions, in terms of its responsiveness and continuing ability to support the NRC's graphics requirements.

2. The contractor shall resolve application software difficulties, connectivity, and communications problems, and diagnose hardware malfunctions related to LAN cabling and EtherTalk, TCP/IP and IPX protocols. The contractor shall recommend any hardware/software upgrades required for integration into the existing GECS LAN. The contractor shall also be responsible for setup of hardware/software to ensure applicability and

interconnectivity in coordination with OCIO support personnel.

3. The contractor shall perform backup of all GECS LAN-connected systems onto a 2 GB DAT tape backup unit on one of the Macintosh G3 or G4 systems in order to facilitate search and restoration of requested archived files.

C.3.2 COMPUTER GRAPHICS SUPPORT

A. Ongoing Support for the AEOD Plant Information Books (PIBs) Project.

The contractor shall provide assistance in maintaining and updating the files currently available on the Internet. As each the 109 PIBs are reviewed by the subject plant and updates or additional information become necessary, the plants may submit either electronic scans via e-mail or send hard copies through standard mail services. The contractor shall assist AEOD in developing exact procedures for the proper submission of updated or additional material. The contractor shall clean up the updated files to conform to standards of the rest of the PIB material, in accordance with NRC's filing procedures.

B. Design Input into Multimedia Projects

The contractor shall provide design assistance and generate whatever illustrations are deemed suitable for incorporation into the multimedia productions.

The contractor shall provide support on the design of the IRO Home Page to reflect the procedures for updates or additions to the PIBs.

C. Support for NRC-sponsored Conferences

The contractor shall provide graphics support requested for major NRC-sponsored conferences such as the annual Regulatory Information Conference; the Nuclear Information and Records Management Association (NIRMA) Electronic Information Communication Workshop; and the PRA Workshop. Graphics materials needed include slides and viewgraphs, poster, exhibit and program brochure design and signage.

C.4 SPECIAL PROJECTS

A. When the need for unique support arises, the NRC Project Officer will provide written technical direction. This direction will include the type of work that is required (e.g., charts and graphs) a brief description of the project, an indication of how the final product will be used, and a deadline for completion.

B. The Contractor shall prepare charts, technical illustrations (e.g., line drawings, schematics, proportional drawings), and presentation graphics (e.g., 35mm slides, viewgraphs, and multimedia projects) using the MacIntosh and IBM personal computers. The Contractor shall also configure pre-existing symbols to make them ready to go onto a LAN application (includes copying a diskette or copying files and making minor corrections to those files).

C. The contractor is responsible for resolving any technical problem regarding the preparation of visual materials and determine the techniques to be used in specific projects and completing the work within established deadlines.

D. All completed projects shall be clean, visually pleasing to the eye, and meet the need identified in the NRC Project Officer's written direction. All completed projects shall require no more than two revisions by the NRC Project Officer.

C.5 ORIENTATION

The contractor shall attend an orientation meeting with the NRC Project Officer five working days after the contract's effective date. During this meeting the NRC Project Officer will provide guidance on NRC policies as well as operation procedures. It is estimated that the duration of this briefing will be no longer than one day. The contractor shall be responsible for briefing all backup and replacement personnel on these policies and procedures.

C.6 LOCATION OF WORK

The contractor shall provide these support services at NRC Headquarters located in Rockville, Maryland, Monday through Friday (excluding Federal holidays). Should the need for overtime arise, the NRC Project Officer is authorized to initiate the overtime within the contract ceiling. In such instances, the NRC Project Officer will give the contractor at least two working days advance notice in writing stating the dates and hours required for the work.

C.7 PERSONNEL REQUIREMENTS

A. The contractor shall designate a single key contact point for the NRC Project Officer to discuss any matters relating to this contract.

B. The contractor shall provide sufficient notification of the loss of KEY PERSONNEL which will allow for the orderly review and approval of replacements. The contractor shall maintain adequate backup staff to ensure that there are backup/replacement personnel fully trained in the use of the computer graphics tools and hardware platforms listed below and available to perform the required duties.

C. The contractor personnel shall be fully trained in the use of the computer graphics tools and hardware platforms listed herein.

D. The contractor personnel shall possess the following minimum basic skills:

- IBM and Macintosh microcomputer experience and understanding of various transfers, interface with end users and conversions from the IBM PC environment to a graphics workstation environment.

- Advanced knowledge of electronic publishing software to accomplish involved, sophisticated graphics projects.

- Knowledge of a wide range of analytical and diagnostic methods, procedures, and principles concerning equipment, systems, storage media, and devices, and interrelationships between host computer systems and remote access and teleprocessing terminals.
- Ability to generate computer graphics on expert systems using electronic visualization techniques.
- Ability to comprehend computer technology and the interfacing of disparate systems.
- Ability to improvise techniques to satisfy NRC user needs and solve problems related to short deadlines.
- Ability and advanced technical skills in all aspects of graphic arts with emphasis on visual aids and designs, production including a complete familiarity with the tools necessary for production. Familiarity, with all phases of photography as a support to graphics and reproduction.
- Ability to interpret written matter and translate this interpretation into a professional visual presentation.

C.8 TRAINING

The NRC reserves the right to make changes to the software and hardware identified in Section H. The Contractor will be notified of such changes approximately 30 calendar days in advance of the change. The Contractor shall be responsible for providing personnel with the ability to utilize such software and hardware or obtain training for their current personnel in the use of the hardware and software. The full cost of such training shall be the responsibility of the Contractor.

SECTION D - PACKAGING AND MARKING**D.1 PACKAGING AND MARKING (MAR 1987)**

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 Interstate Commerce Commission Regulations, Uniform Freight Classification Rules, or regulations of other carriers as applicable to the mode of transportation. On the front of the package, the Contractor shall clearly identify the contract number under which the product is being provided.

SECTION E - INSPECTION AND ACCEPTANCE**E.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" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
52.246-4	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) INSPECTION OF SERVICES--FIXED-PRICE	AUG 1996

E.2 PLACE OF INSPECTION AND ACCEPTANCE (MAR 1987)

Inspection and acceptance of the deliverable items to be furnished hereunder shall be made by the Project Officer at the destination.

SECTION F - DELIVERIES OR PERFORMANCE**F.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" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
52.242-15	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) STOP-WORK ORDER	AUG 1989

**F.2 DURATION OF CONTRACT PERIOD (MAR 1987)
ALTERNATE 2 (MAR 1987)**

This contract shall commence on 04-01-2001 and will expire on 03-31-2002. The term of this contract may be extended at the option of the Government for an additional 4 one-year periods.

SECTION G - CONTRACT ADMINISTRATION DATA**G.1 2052.215-71 PROJECT OFFICER AUTHORITY-ALTERNATE 2**

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

Name: Lionel Watkins
Address: OCIO/IMD/PSB
Mail Stop T-4E16
Washington, DC 20555

Telephone Number: 301-415-5708

(b) The project officer shall:

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

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

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

(4) Immediately notify the Personnel Security Branch, Division of Facilities and Security (PERSEC/DFS) (via e-mail) when a contractor employee no longer requires access authorization and return the individual's badge to PERSEC/DFS within three days after their termination.

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

G.2 ELECTRONIC PAYMENT

The Debt Collection Improvement Act of 1996 requires that all payments except IRS tax refunds be made by Electronic Funds Transfer. It is the policy of the Nuclear Regulatory Commission to pay vendors by the Automated Clearing House (ACH) electronic funds transfer payment system. The electronic system is known as Vendor Express. Payment shall be made in accordance with FAR 52.232-33, entitled "Mandatory Information for Electronic Funds Transfer Payment".

To receive payment, the contractor shall complete the "Company Information" portion of the Standard Form 3881, entitled "ACH Vendor/Miscellaneous Payment Enrollment Form" found as an attachment to this document. The contractor shall take the form to the ACH Coordinator at the financial institution that maintains its company's bank account. The contractor shall discuss with the ACH Coordinator how the payment identification information (addendum record) will be passed to them once the payment is received by the financial institution. Further information concerning the addendum is provided at Attachment 2. The ACN Coordinator should fill out the "Financial Institution Information" portion of the form and return it to the Office of the Controller at the following address: Nuclear Regulatory Commission, Division of Accounting and Finance, Financial Operations Section, Mail Stop T-9-H-4, Washington, DC 20555, ATTN: ACH/Vendor Express. It is the responsibility of the contractor to ensure that the financial institution returns the completed form to the above cited NRC address. If the contractor can provide the financial information, signature of the financial institutions ACH Coordinator is not required. The NRC is under no obligation to send reminders. Only after the Office of the Controller has processed the contractor's sign-up form will the contractor be eligible to receive payments.

Once electronic funds transfer is established for payments authorized by NRC, the contractor needs to submit an additional SF 3881 only to report changes to the information supplied.

Questions concerning ACH/Vendor Express should be directed to the Financial Operations staff at (301) 415-7520."

G.3 INVOICE AND PAYMENT PROCEDURES

The Contractor shall invoice the NRC for performance of the contract's services in accordance with Attachment 1 - Billing Instructions for Firm Fixed Price Contracts, and with the Schedules set forth in this Section B for the Base and Option periods..

[End of Clause]

SECTION H - SPECIAL CONTRACT REQUIREMENTS**H.1 2052.204-71 SITE ACCESS BADGE REQUIREMENT**

During the life of this contract, the rights of ingress and egress for contractor personnel must be made available, as required, provided that a badge is issued after favorable adjudication from the Personnel Security Branch, Division of Facilities and Security (PERSEC/DFS). In this regard, all contractor personnel whose duties under this contract require their presence on-site shall be clearly identifiable by a distinctive badge furnished by the Government. The Project Officer shall assist the contractor in obtaining the badges for the contractor personnel. It is the sole responsibility of the contractor to ensure that each employee has a proper Government-issued identification/badge at all times. All prescribed identification must be immediately (no later than three days) delivered to PERSEC/DFS for cancellation or disposition upon the termination of employment of any contractor personnel. Contractor personnel must have this identification in their possession during on-site performance under this contract. It is the contractor's duty to assure that contractor personnel enter only those work areas necessary for performance of contract work, and to assure the safeguarding of any Government records or data that contractor personnel may come into contact with.

H.2 2052.215-70 KEY PERSONNEL (JAN 1993)

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

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

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

personnel with personnel of at least substantially equal ability and qualifications.

(c) Each request for approval of substitutions must be in writing and contain a detailed explanation of the circumstances necessitating the proposed substitutions. The request must also contain a complete resume for the proposed substitute and other information requested or needed by the contracting officer to evaluate the proposed substitution. The contracting officer and the project officer shall evaluate the contractor's request and the contracting officer shall promptly notify the contractor of his or her decision in writing.

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

H.3 SITE ACCESS BADGE PROCEDURES

The contractor shall ensure that all its employees, including any subcontractor employees and any subsequent new employees who are assigned to perform the work herein, are approved by the Government for building access.

A contractor employee shall not have access to NRC facilities until he/she is approved by Personnel Security Branch, Division of Facilities and Security (PERSEC/DFS), first for temporary access (based on a favorable adjudication of their security forms) and final access (based on favorably adjudicated background checks by General Services Administration) in accordance with the procedures found in NRC Management Directive 12.3, Part I. The individual will be subject to a reinvestigation every five years. Timely receipt of properly completed security applications is a contract requirement. Failure of the contractor to comply with this condition within the ten work-day period may be a basis to void the notice of selection. In that event, the Government may select another firm for award.

The Government shall have and exercise full and complete control over granting, denying, withholding, or terminating building access approvals for individuals performing work under this contract. Individuals performing work under this contract shall be required to complete and submit to the contractor representative an acceptable Form 176 (Statement of Personal History), and two FD-258 (Fingerprint Charts). The contractor representative will submit the documents to the Project Officer who will give them to the

PERSEC/DFS. PERSEC/DFS may, among other things, grant or deny temporary building access approval to an individual based upon its review of the information contained in the GSA Form 176. Also, in the exercise of its authority, GSA may, among other things, grant or deny permanent building access approval based on the results of its investigation and adjudication guidelines. This submittal requirement also applies to the officers of the firm who, for any reason, may visit the work sites for an extended period of time during the term of the contract. In the event that PERSEC/DFS and GSA are unable to grant a temporary or permanent building access approval, to any individual performing work under this contract, the contractor is responsible for assigning another individual to perform the necessary function without any delay in the contract's performance schedule, or without adverse impact to any other terms or conditions of the contract. The contractor is responsible for informing those affected by this procedure of the required building access approval process (i.e., temporary and permanent determinations), and the possibility that individuals may be required to wait until permanent building access approvals are granted before beginning work in NRC's buildings.

The contractor will immediately notify the Project Officer when a contractor employee terminates. The Project Officer will immediately notify PERSEC/DFS (via e-mail) when a contractor employee no longer requires building access and return the individual's badge to the PERSEC/DFS within three days after their termination.

H.4 SEAT BELTS

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

H.5 GOVERNMENT FURNISHED EQUIPMENT

The NRC shall provide, without cost to the Contractor, the facilities, equipment, and supplies as described in Subsection C.3 as necessary to complete all projects. This property is subject to provisions of the Government Property clause under this contract.

H.6 SECURITY REQUIREMENTS FOR INFORMATION TECHNOLOGY SERVICES

The proposer/contractor must identify all individuals and propose the level of Information Technology (IT) approval for each, using the following guidance. The NRC sponsoring office shall make the final determination of the level, if any, of IT approval required for all individuals working under this contract.

The Government shall have and exercise full and complete control over granting, denying, withholding, or terminating building access

approvals for individuals performing work under this contract.

CONTRACTOR SECURITY REQUIREMENTS FOR LEVEL I

Performance under this contract will involve prime contractor personnel, subcontractors or others who perform services requiring direct access to or operate agency sensitive information technology systems or data (IT Level I).

The IT Level I involves responsibility for the planning, direction, and implementation of a computer security program; major responsibility for the direction, planning, and design of a computer system, including hardware and software; or the capability to access a computer system during its operation or maintenance in such a way that could cause or that has a relatively high risk of causing grave damage; or the capability to realize a significant personal gain from computer access. Such contractor personnel shall be subject to the NRC contractor personnel security requirements of NRC Management Directive (MD) 12.3, Part I and will require a favorably adjudicated Limited Background Investigation (LBI).

A contractor employee shall not have access to NRC facilities, sensitive information technology systems or data until he/she is approved by Personnel Security Branch, Division of Facilities and Security (PERSEC/DFS) first for temporary access (based on a favorable adjudication of their security forms and checks) and final access (based on a favorably adjudicated LBI) in accordance with the procedures found in NRC MD 12.3, Part I. The individual will be subject to a reinvestigation every 10 years. Timely receipt of properly completed security applications is a contract requirement. Failure of the contractor to comply with this condition within the ten work-day period may be a basis to void the notice of selection. In that event, the Government may select another firm for award.

The contractor shall submit a completed security forms packet, including the SF-86, "Questionnaire for National Security Positions," and fingerprint charts, through the Project Officer to PERSEC/DFS for review and favorable adjudication, prior to the individual performing work under this contract. The contractor shall assure that all forms are accurate, complete, and legible (except for Part 2 of the questionnaire, which is required to be completed in private and submitted by the individual to the contractor in a sealed envelope), as set forth in MD 12.3 which is incorporated into this contract by reference as though fully set forth herein. Based on PERSEC review of the applicant's security forms and/or the receipt of adverse information by NRC, the individual may be denied access to NRC facilities, sensitive information technology systems or data until a final determination is made of his/her eligibility under the provisions of MD 12.3. Any questions regarding the individual's eligibility for IT Level I approval will be resolved in accordance with the due process procedures set forth in MD 12.3 Exhibit 1 and E. O. 12968.

In accordance with NRCAR 2052.204-70 "Security," IT Level I contractors shall be subject to the attached NRC Form 187 (See Section J for List of Attachments) which furnishes the basis for providing security requirements to prime contractors, subcontractors or others (e.g., bidders) who have or may have an NRC contractual

relationship which requires access to or operation of agency sensitive information technology systems or remote development and/or analysis of sensitive information technology systems and data or other access to such systems and data; access on a continuing basis (in excess of 30 days) to NRC Headquarters controlled buildings; or otherwise requires NRC photo identification or card-key badges.

CONTRACTOR SECURITY REQUIREMENTS FOR LEVEL II

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

The IT Level II involves responsibility for the planning, design, operation, or maintenance of a computer system and all other computer or IT positions. Such contractor personnel shall be subject to the NRC contractor personnel requirements of MD 12.3, Part I, which is hereby incorporated by reference and made a part of this contract as though fully set forth herein, and will require a favorably adjudicated Access National Agency Check with Inquiries (ANACI).

A contractor employee shall not have access to NRC facilities, sensitive information technology systems or data until he/she is approved by PERSEC/DFS first for temporary access (based on a favorable review of their security forms and checks) and final access (based on a favorably adjudicated ANACI) in accordance with the procedures found in MD 12.3, Part I. The individual will be subject to a reinvestigation every 10 years. Timely receipt of properly completed security applications is a contract requirement. Failure of the contractor to comply with this condition within the ten work-day period may be a basis to void the notice of selection. In that event, the Government may select another firm for award.

The contractor shall submit a completed security forms packet, including the SF-86, "Questionnaire for National Security Positions," and fingerprint charts, through the Project Officer to the NRC PERSEC/DFS for review and favorable adjudication, prior to the individual performing work under this contract. The contractor shall assure that all forms are accurate, complete, and legible (except for Part 2 of the questionnaire, which is required to be completed in private and submitted by the individual to the contractor in a sealed envelope), as set forth in MD 12.3. Based on PERSEC review of the applicant's security forms and/or the receipt of adverse information by NRC, the individual may be denied access to NRC facilities, sensitive information technology systems or data until a final determination is made of his/her eligibility under the provisions of MD 12.3. Any questions regarding the individual's eligibility for IT Level II approval will be resolved in accordance with the due process procedures set forth in MD 12.3 Exhibit 1 and E. O. 12968.

In accordance with NRCAR 2052.204-70 "Security," IT Level II contractors shall be subject to the attached NRC Form 187 (See Section J for List of Attachments) which furnishes the basis for providing security requirements to prime contractors, subcontractors

or others (e.g. bidders) who have or may have an NRC contractual relationship which requires access to or operation of agency sensitive information technology systems or remote development and/or analysis of sensitive information technology systems and data or other access to such systems and data; access on a continuing basis (in excess of 30 days) to NRC Headquarters controlled buildings; or otherwise requires NRC photo identification or card-key badges.

CANCELLATION OR TERMINATION OF IT ACCESS/REQUEST

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

(C\$END-OF-CLAUSE)

PART II - CONTRACT CLAUSES**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" in Section I of this contract. 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)	
52.202-1	DEFINITIONS	OCT 1995
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL 1995
52.203-7	ANTI-KICKBACK PROCEDURES	JUL 1995
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN 1997
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG 2000
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL 1995
52.215-2	AUDIT AND RECORDS--NEGOTIATION	JUN 1999
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT 1997
52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	OCT 1997
52.215-12	SUBCONTRACTOR COST OR PRICING DATA	OCT 1997
52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS (DEC 1998)	DEC 1998
52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS OTHER THAN PENSIONS (PRB)	OCT 1997
52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	OCT 1997
52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	JUL 1996
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT 2000
52.219-14	LIMITATIONS ON SUBCONTRACTING	DEC 1996
52.222-3	CONVICT LABOR	AUG 1996
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB 1999
52.222-26	EQUAL OPPORTUNITY	FEB 1999
52.222-35	AFFIRMATIVE ACTION FOR DISABLED VETERANS	APR 1998

52.222-36	AND VETERANS OF THE VIETNAM ERA AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN 1998
52.222-37	EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	JAN 1999
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW	APR 1998
52.223-6	DRUG-FREE WORKPLACE	JAN 1997
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUL 2000
52.227-1	AUTHORIZATION AND CONSENT	JUL 1995
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG 1996
52.228-5	INSURANCE--WORK ON A GOVERNMENT INSTALLATION	JAN 1997
52.229-4	FEDERAL, STATE, AND LOCAL TAXES (NONCOMPETITIVE CONTRACT)	JAN 1991
52.229-5	TAXES--CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO	APR 1984
52.232-1	PAYMENTS	APR 1984
52.232-8	DISCOUNTS FOR PROMPT PAYMENT	MAY 1997
52.232-11	EXTRAS	APR 1984
52.232-17	INTEREST	JUN 1996
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.232-34	PAYMENT BY ELECTRONIC FUNDS TRANSFER-- OTHER THAN CENTRAL CONTRACTOR REGISTRATION	MAY 1999
52.233-1	DISPUTES	DEC 1998
52.233-3	PROTEST AFTER AWARD	AUG 1996
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	APR 1984
52.242-13	BANKRUPTCY	JUL 1995
52.243-1	CHANGES--FIXED PRICE ALTERNATE I (APR 1994)	AUG 1987
52.244-2	SUBCONTRACTS	AUG 1998
52.244-5	COMPETITION IN SUBCONTRACTING	DEC 1996
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS	OCT 1998
52.246-25	LIMITATION OF LIABILITY--SERVICES	FEB 1997
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	SEP 1996
52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

**I.2 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT
(MAR 2000)**

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

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

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

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

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

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

(2) Except for novation agreements and advance payments, delegates to the Nuclear Regulatory Commission 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 Nuclear Regulatory Commission 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 Nuclear Regulatory Commission.

52.232-25

PROMPT PAYMENT

JUN 1997

I.4 52.252-2 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):

www.arnet.gov

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**SECTION J - LIST OF ATTACHMENTS**

ATTACHMENT NUMBER	TITLE	DATE	NO. PAGES
1	BILLING INSTRUCTIONS		
2	ACH VENDOR ENROLLMENT FORM		