

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

1 REQUISITION NO ADM-02-136 PAGE 1 OF

2 CONTRACT NO NRC-10-02-136 3 AWARD/EFFECTIVE DATE 09-09-2002 4 ORDER NO MODIFICATION NO 5 SOLICITATION NO RS-ADM-02-136 6 SOLICITATION ISSUE DATE 7/18/2002

7 FOR SOLICITATION INFORMATION CALL a NAME Stephen M. Pool b TELEPHONE NO (No Collect Calls) 301-415-8168 8 OFFER DUE DATE/LOCAL TIME 8/2/2002 3:30pm

9 ISSUED BY U.S. Nuclear Regulatory Commission Div of Contracts and Property Mgmt Two White Flint North - MS T-7-I-2 Washington, DC 20555 CODE 10 THIS ACQUISITION IS UNRESTRICTED SET ASIDE 0 % FOR SMALL BUSINESS HUBZONE SMALL BUSINESS X 8(A) NAICS 514210 SIZE STANDARD \$21.0M 11 DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED SEE SCHEDULE 12 DISCOUNT TERMS 0.5% 10, net 30 13a THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b RATING N/A 14 METHOD OF SOLICITATION RFQ IFB X RFP

15 DELIVER TO U.S. Nuclear Regulatory Commission Division of Contracts Procurement Policy Team 11545 Rockville Pike MS T-7-I-2 Rockville MD 20852 CODE 16 ADMINISTERED BY U.S. Nuclear Regulatory Commission Div of Contracts and Property Mgmt Two White Flint North - MS T-7-I-2 Washington, DC 20555 CODE

17a CONTRACTOR/OFFEROR CODE 8(a) Subcontractor SPS Consulting, LLC 7910 Woodmont Ave., Suite 1100 Bethesda MD 20814 FACILITY CODE 17b CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER 18a PAYMENT WILL BE MADE BY U.S. Nuclear Regulatory Commission Payment Team, Mail Stop T-9-H-4 Attn: (insert contract or order number) Washington DC 20555 CODE

TELEPHONE NO 301-652-9112 SBA# 0353-02-205669 18b SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED X SEE ADDENDUM

19 ITEM NO	20 SCHEDULE OF SUPPLIES/SERVICES	21 QUANTITY	22 UNIT	23 UNIT PRICE	24 AMOUNT
0001	Task 1 - Base Period	14	mo	4,356.95	\$60,997.30
0002	Task 2 - Base Period	14	mo	4,538.49	\$63,538.86
0003	Task 3 - Base Period	14	mo	4,356.95	\$60,997.30
0004	Task 4 - Base Period	14	mo	2,541.55	\$35,581.70
0005	Task 5 - Base Period	14	mo	2,360.01	\$33,040.14
0006	Task 1 - Option Period 1	12	mo	4,479.05	\$53,748.60
0007	Task 2 - Option Period 1	12	mo	4,665.67	\$55,988.04
0008	Task 3 - Option Period 1	12	mo	4,479.05	\$53,748.60
0009	Task 4 - Option Period 1	12	mo	2,612.78	\$31,353.36
0010	Task 5 - Option Period 1	12	mo	2,426.15	\$29,113.80
				SUBTOTAL	

25 ACCOUNTING AND APPROPRIATION DATA 31X0200 24015511160 B1458 252A \$254,155.30 26 TOTAL AWARD AMOUNT (For Govt. Use Only) \$254,155.30

27a SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4 FAR 52.212-3 AND 52.212-5 ARE ATTACHED ADDENDA ARE ARE NOT ATTACHED X 27b CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4 FAR 52.212-5 IS ATTACHED ADDENDA X ARE ARE NOT ATTACHED

28 CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 2 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 HEREIN 29 AWARD OF CONTRACT REFERENCE SPS Consulting OFFER DATED 8/18/2002 YOUR OFFER ON SOLICITATION (BLOCK X) S) INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS CLINS 000 thru 0020

30a SIGNATURE OF OFFEROR/CONTRACTOR [Signature] 31a UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) [Signature]

30b NAME AND TITLE OF SIGNER (TYPE OR PRINT) Lawrence S. Binderman, Managing Director 30c DATE SIGNED 9/9/2002 31b NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Stephen M. Pool 31c DATE SIGNED 9-9-02

TEMPLATE-ADM-001

ADM02

19 ITEM NO	20 SCHEDULE OF SUPPLIES/SERVICES	21 QUANTITY	22 UNIT	23 UNIT PRICE	24 AMOUNT
0011	Task 1 - Option Period 2	12	mo	4,658.21	\$55,898.52
0012	Task 2 - Option Period 2	12	mo	4,852.30	\$58,227.60
0013	Task 3 - Option Period 2	12	mo	4,658.21	\$55,898.52
0014	Task 4 - Option Period 2	12	mo	2,717.29	\$32,607.48
0015	Task 5 - Option Period 2	12	mo	2,523.20	\$30,278.40
0016	Task 1 - Option Period 3	12	mo	4,844.54	\$58,134.48
0017	Task 2 - Option Period 3	12	mo	5,046.39	\$60,556.68
0018	Task 3 - Option Period 3	12	mo	4,844.54	\$58,134.48
0019	Task 4 - Option Period 3	12	mo	2,825.98	\$33,911.76
0020	Task 5 - Option Period 3	12	mo	2,624.12	\$31,489.44

2a QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED _____

2b SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c DATE	32d PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
--	----------	--

2e MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

3 SHIP NUMBER	34 VOUCHER NUMBER	35 AMOUNT VERIFIED CORRECT FOR	36 PAYMENT	37 CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	

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 (YY/MM/DD) 42d TOTAL CONTAINERS

Table of Contents

Page

SECTION B - CONTINUATION BLOCKB-1

SECTION C - CONTRACT CLAUSES C-1

C.1 52.219-14 LIMITATIONS ON SUBCONTRACTING (DEC 1996) C-1

C.2 52.228-5 INSURANCE - WORK ON A GOVERNMENT INSTALLATION
(JAN 1997) C-1

C.3 MINIMUM INSURANCE COVERAGE C-1

C.4 APPROPRIATE USE OF GOVERNMENT FURNISHED INFORMATION TECHNOLOGY
(IT) EQUIPMENT AND/ OR IT SERVICES/ ACCESS (MARCH 2002) C-1

C.5 GOVERNMENT FURNISHED EQUIPMENT/PROPERTY (DEC 1995) C-1

C.6 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO
IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL
ITEMS (MAY 2002) C-1

C.7 52.219-17 SECTION 8(A) AWARD (DEC 1996) C-1

C.8 52.237-2 PROTECTION OF GOVERNMENT BUILDINGS,
EQUIPMENT, AND VEGETATION (APR 1984) C-1

C.9 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT
(MAR 2000) C-1

C.10 52.224-1 PRIVACY ACT NOTIFICATION (APR 1984) C-1

C.11 52.224-2 PRIVACY ACT (APR 1984) C-1

C.12 2052.204-70 SECURITY C-1

C.13 2052.204-71 SITE ACCESS BADGE REQUIREMENT C-1

C.14 2052.215-71 PROJECT OFFICER AUTHORITY-ALTERNATE 2 C-1

C.15 ELECTRONIC PAYMENT C-1

C.16 SECURITY REQUIREMENTS FOR INFORMATION TECHNOLOGY
SERVICES C-1

C.17 COMPLIANCE WITH U.S. IMMIGRATION LAWS AND REGULATIONS C-1

C.18 SEAT BELTS C-1

C.19 DURATION OF CONTRACT PERIOD (MAR 1987)
ALTERNATE 2 (MAR 1987) C-1

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS D-1

DATA ENTRY TASK ONE

WORK REQUIREMENT: The Contractor shall collect, enter, and verify data required in the Division of Contracts (DC) information database systems. This data shall be derived from source documents to produce timely accurate reports which are free of errors and omissions.

CONTRACT TRACKING SYSTEM (CTS)/CONTRACTS AND PAYMENTS SYSTEM(CAPS)

CTS/CAPS DATA ENTRY: The Contractor shall input information into the CTS from the source documents described below.

Source Document	Data Elements for Entry	Estimated Volume	Turnaround Time
1. Request for Procurement Action NRC Form 400(RFPA) (CTS)	RFPA Number Title Project Officer Contract Specialist (when assigned) Status:"Pending" Government Estimate RFPA Receipt Date	20/Week	Two (2) hours of receipt **RFPA missing info/new RFPA for BC assignment - within 24 hours
2. SF1449 3. SF26 4. SF-30 5. Task Order Def. Letter 6. Task Order Letter Mods (CTS)	Action Number "Contract No ", Modification No " Status Update."Award, "Withdrawn", "Canceled" Contract Specialist History Contract Execution/Award Date Solicitation Procedures Type of Modification	25/Week	Four (4) hours of receipt
7. DAF Form (CTS)	DAF Date(Checklist and CTS) To Be Closed Date (Checklist) Closed Date (Checklist and CTS) Status Update "Inactive", "Closeout", "Closed" Initial Deobligation	5/Week	Two (2) hours of receipt
8. Voucher/Invoice (CAPS/ITS) ¹	All elements*	60/Week	Four (4) hours of receipt

*Copies of the information system screens are provided in ATTACHMENT 14.

¹(a) Prepare NRC Form 292, "Voucher Transmittal for Review and Approval Prior to Payment" (ATTACHMENT 16), (b) attach to the voucher/invoice, and (c) forward to the Project Officer, Contract Specialists, The Office of the Chief Financial Officer for appropriate approval action. Input additional information (dates) through Form 292 approval process. Produce xerox copies and distribute documents (complete Form 420 (ATTACHMENT 17) for NRC Project Officer's (P.O.) signature and hand deliver the Regional vouchers to the NRC mailroom) within four (4) hours of receipt, and maintain source document files.

****Any RFPA the contractor forwards to the Branch Chief (BC) containing incomplete information, the contractor shall track and input into the system within 24 hours. Any new RFPA the contractor forwards to the BC for assignment, the contractor shall track and enter into the system within 24 hours.**

Source Document	Data Elements for Entry	Estimated Volume	Turnaround Time
9. Advanced Procurement Plan (APP) ² (CTS)	All elements*	150/per six (6) month period (Twice Yearly)	Three (3) working days of receipt Additional information within four (4) hours of receipt.
NRC Form 30 RFPA 10. Simplified Acquisition Data Collection Sheet ³ (CAPS/POTS)	All elements* <\$25,000 HQ. & RGN's Simplified Acquisitions (POTS) >\$25,000≤\$100,000 RGN's Simplified Acquisitions (CTS)	30/Week	Four (4) hours of receipt NRC Form 30 for BC assignment - within 24 hours
11. DOE Equipment Tracking Sheet ⁴	All elements*	10/Week	Two (2) working days of receipt

²(a) Upon receipt of the APP input sheets (twice yearly) the data is to be entered into the CTS and verify data in CTS and reports within the turnaround time, (b) input additional new award information into the CTS as the APP action progresses, (c) interact with the program office to obtain the contract number or any missing information necessary to complete data for the APP action in CTS, (d) upon verification the contractor shall make three (3) copies of the APP sheets, initial and date the APP sheets and the report and return to the NRC P.O. Maintain APP source document file.

³(a) Complete the top portion of the Simplified Acquisition Data Collection Sheet and circulate with the request to BC for assignment. The contractor shall track and enter into the system within 24 hours, (b) input additional information after the award of the simplified acquisition, and (c) maintain source document files. Distribute the requisitions and purchase order packages to the DC contract staff within four (4) hours of receipt. Forward a copy of the Data Collection Sheets with property to the NRC P.O. Interact with the Contract Specialist (CS) and Regional staff to assure the bottom portion of the data collection sheet is complete and entered into the POTS.

⁴(a) Upon receipt of the DOE report input the appropriate data into the two (2) DOE database reports for property and software. (b) verify data in CTS database and in the reports before the hard copy of the two (2) reports are given to the NRC P.O. within the turnaround time, (c) maintain a folder with hard copies of the two reports.

Source Document	Data Elements for Entry	Estimated Volume	Turnaround Time
12. Form 281 (FPDS) ⁵	All elements*	4/Yearly	Two (2) working days of receipt
13. SF279 ICAR (FPDS) ⁶	All elements for Regional Offices and ICAR Error Corrections for Regional Offices	10/Yearly	Three (3) working days of receipt
14. SF295 Subcontracting Report (FPDS) ⁷	All elements	1/Yearly	Two (2) working days of receipt

CONTRACTS AND PAYMENTS SYSTEM (CAPS) consists of the following information database systems: (1) Invoice Tracking System (ITS), (2) Purchase Order Tracking System (POTS), (3) CONTRACT TRACKING SYSTEM (CTS) consists of the Advanced Procurement Plan and all contract information. CAPS is written in Delphi with Access Database and Window-Based software applications.

⁵Upon receipt of the quarterly Form 281 (FPDS) from the NRC P.O., the Contractor shall enter the information figures into the FPDS on line database. The Contractor shall interact with the NRC P.O. to assure all information is captured in the FPDS on line database via confirmation receipt acknowledgment copy of the database screen. Maintain a quarterly Form 281 folder by FY.

⁶The Contractor shall enter Regional Office data into the Federal Procurement Data System (FPDS) on-line database from ICARS provided to the Contractor by the Regional Office or the NRC P.O. Correct data errors listed on the "ICAR Error Report". The Contractor shall contact the Regional Office staff to obtain missing ICARS and to assure information on the ICAR matches to the CTS, POTS and ProDoc report. Maintain all the reports in the quarterly ICAR folder.

⁷Upon receipt of the Annual Subcontracting Report, Form 295 (FPDS) from the NRC P.O., the Contractor shall entered the data into the FPDS on line database. The Contractor shall work with the NRC P.O. to assure all information is entered in the FPDS on line database via confirmation receipt acknowledgment copy of the database screen. Maintain a yearly Form 295 folder by FY.

REPORT GENERATION TASK TWO

WORK REQUIREMENT: The Contractor shall generate and deliver timely reports to the NRC P.O., unless otherwise specified, which are free of errors and omissions in accordance with the specified report run schedule.

Report Type	Report Sort	Report Run Schedule
1. Workload Reports (consist of:) RFPA Received Report Milestones for Pending RFPA Pending Mods to Contracts Pending Task Orders Pending Mods to Task Orders Pending Mods in Closeout	CS	Biweekly - Monday draft Friday final
2. Inventory of Contracts: New Awards "ACTIVE" Contract Modifications Task Orders Task Order Modifications Simplified Acq.'s "ACTIVE"	CS RFPA	Biweekly - Monday draft Friday final
3. Inventory of Purchase Orders (CTS/POTS)	CS	Biweekly - Monday draft Friday final
(Closeout) 4. Closeout Contract Inventory 5. Executed Deobligations* 6. Mailed Deobligations* 7. Closed Contracts 8. Audits*	To Be Closed by Date Branch CS	Biweekly - Monday draft Friday final 4 & 7 - BiWeekly (4 sets) BC (2), DC Dir. (1), PO (1) *5,6 & 8 - Upon special request only
Invoice Tracking System Reports: 9. Overdue From Project Officer A-B-C 10. Notes to Contract Specialist A-C 11. Overdue To Chief Financial Officer A-C 12. Invoice Listing Report 13. Invoice Listing Report	CS Contractor Date Invoice Received	Weekly - Monday draft Friday final Reports due to: A CS - Monday & Friday B Project Officer-Friday C Branch Chief-Friday Upon special request only Upon special request only

¹The Contractor shall contact the applicable program project officer on overdue invoices via e-mail every Monday after the "Overdue From Project Officer" report is generated. The Contractor shall copy the NRC P.O. and the cognizant CS on the e-mail. The standard format e-mail message (**ATTACHMENT 18**) shall be sent to the program project officer and cannot be deviated unless approved by the NRC P.O. The Contractor shall maintain a GroupWise folder for the source e-mail messages generated.

Report Type	Report Sort	Report Run Schedule
Advanced Procurement Plan (APP- CTS Tracking System) 14. Advanced Procurement Plan (APP) New Award, Mods and Task Orders	RFPA Received RFPA Not Received Date Range	Every Six (6) months April and October
Purchase Order Tracking System Reports: 15 Pending Purchase Order 16. Awarded Purchase Order 17. All Purchase Orders	Req No/Purchase Order No. CS	BiWeekly - Monday draft Friday final
DOE Equipment Tracking System 18. DOE Equipment Tracking	Property Report Software Report	Last day of every month
Ad Hoc	As Requested	Within one hour of request (5/Week)

CTS/CAPS VERIFICATION: The Contractor shall review the draft reports for errors (due to data entry defect) and omissions. The Contractor shall check all data elements, in the reports and the information database tracking system screen, to the source documents. The Contractor shall maintain source document files.

The Contractor shall note all errors on the draft report in writing. Those errors attributable/or related to the data elements, entered by the Contractor, shall be resolved and corrected in the information database tracking system and reflected in the final biweekly report to the NRC P.O., by **2:00P.M. every second and fourth Friday of the month.**

The Contractor shall note all errors which are attributable to the NRC staff entries on the final reports given to the NRC P.O. by **2:00P.M. every second and fourth Friday of the month.** The Contractor shall provide a highlighted report to the cognizant CS. If the error(s) or missing data has not been corrected and entered into the CTS by the next biweekly draft report run, the Contractor shall notify the NRC P.O. and BC via e-mail.

SF279 "INDIVIDUAL CONTRACTOR ACTION REPORT" (ICAR) VERIFICATION: The Contractor shall verify the data in CTS Info. Screen 3, POTS Part 2 & 3 Screens, and the Simplified Acquisition Data Collection Sheet to the following ICAR fields:

- Kind of Contract Action/Block 9
- Commercial Item Acquisition Procedures/Block 14
- Performance-Based Service Contracting (PBSC)/Block 20
- Type of Contract or Modification/Block 24
- Solicitation Procedures/Block 26
- Type of Contractor/Block 30
- Women-Owned Business/Block 31
- HubZone Small Business Concern/Block 32 ,
- HubZone Program/Block 33A.

Small Disadvantaged Business Programs/Block 33B.
Preference Program/Block 33C.
Subcontractor Plan/Block 34
Veteran-Owned Small Business/Block 40

Upon receipt of the ICAR, the Contractor shall verify the ICAR fields and enter the missing CTS data into the CTS Information Screen 3/the POTS Part 2 and Part 3 Screens (**ATTACHMENT 19**) The Contractor shall initial and write "IS3" or "POTS2-3" on the right top portion of the ICAR and the Simplified Acquisition Data Collection Sheet Maintain a quarterly ICAR folder.

The Contractor shall also verify the hard copy of the ICAR's to the CTS, POTS (Contractor shall run executed obligation report monthly) and ProDoc reports (provided to Contractor quarterly by the NRC P.O.) to ensure all ICAR's are captured. The Contractor will interact with the CS and Regional staff to assure information on the ICAR matches to the CTS, POTS and ProDoc report and obtain any missing ICAR's. Any ICARs received without the status of the ICAR reading "ICAROK", hand written information or missing data fields shall be given back to the CS to correct in ProDocs. The Contractor shall identify any errors on the hard copy of the CTS, POTS and ProDoc report and forward to the NRC P.O. within fifteen (15) days of receipt of the report. The Contractor shall enter the Regional office ICAR's into the Federal Procurement Data System (FPDS) on-line database and correct those ICAR listed on the "ICAR Error Report" (provided to the Contractor quarterly by the NRC P O.). Upon monthly verification of all ICAR's and reports, the Contractor shall initial and date the ICAR's and reports Maintain all the reports in the quarterly ICAR folder.

DATA ENTRY TIMELINESS AND ACCURACY

METHOD OF SURVEILLANCE: Quality Assurance Inspections by the NRC P.O./the designated alternate which consists of random sampling, viewing data in the information database system screen, reviewing the report and source documentation. Data from the source documents shall be checked by the NRC P.O. for accuracy on a weekly/monthly basis in accordance with the specified turnaround time. A minimum of thirty percent (30%) of the source documents shall be checked each week

PERFORMANCE STANDARDS:

A. Timeliness Standard for Data Entry: No more than five percent (5%) of the sampled source documents may be entered into the information database system later than the specified time period in one given week. If more than five percent (5%) of the sampled source documents are later than the specified time period in one given week, two percent (2%) of the monthly price for this line item shall be deducted from the monthly invoice for Task 1.

B. Accuracy Standard for Task 1 and 2: No errors (missing data, incorrect data attributable/or related to the data elements entered by the Contractor) shall be present in the CTS information database system screens, final reports or workload reports. The Contractor will be given an opportunity to correct errors in accuracy discovered during their weekly inspection. If the errors discovered in the sample weekly inspection are not completely corrected as revealed by a biweekly inspection of the CTS information database system screens, final reports, or DC staff complaints on workload reports, then three percent (3%) of the monthly price for both tasks 1 and 2 (data entry and report generation) shall be deducted from the next monthly invoice.

C. Timeliness Standard for Reports

METHOD OF SURVEILLANCE: 100% inspection by the NRC P.O.

PERFORMANCE STANDARDS: No reports shall be later than the specified report run date schedule.

PAYMENT ADJUSTMENT FOR UNSATISFACTORY OR NONPERFORMANCE:

If more than one (1) report is later than the specified run date schedule, percentage deductions of the monthly price for Task 2 shall be taken in accordance with the chart below:

Number of Reports Late	Percentage Deduction
Two	2%
Three	3%
Four	4%
Five	5%
Six	6%
Seven	7%
Eight	8%
Nine	9%
Ten and Over	10%

CONTRACT DISTRIBUTION TASK THREE

WORK REQUIREMENT: The Contractor shall provide administrative support to DC. Receive and process mail; distribute all active, expired and closeout contract documents, materials; assist with the retirement of closed contracts, purchase orders and policy files.

Distribution	Est. Volume	Distribution Time Frame
Active Contract/Task Orders & Modifications Expired/Closeout Contracts/Task Orders & Modifications General Assignments Contractor Releases Purchase Order Form 347 & Modifications Contractors Past Performance Evaluations General Correspondence (letters to industry, Government Agencies, Congressional Letters, Internal Memoranda) ADAMS Document Control Desk Proprietary Data *	400/Month	Within two (2) working days of receipt
Facsimile Documents and Express Mail Documents	20/Month	Within one (1) hour of receipt
Contractor Checks	4/Year	Within one (1) hour of receipt
Division Mail	2,500/Month	Two times daily
RFPAs to SBCR	4/Month	Upon receipt of the RFPAs in DC
Retirement of Closed Contracts Retirement of Closed Purchase Orders Retirement of Policy Files	12/Month 450/Year 40/Year	Every 2 - 3 months Once a year - October Once a year - October

*** Proprietary Data**

1. Provide the appropriate CS with one copy of the contract document. In accordance with DC Instruction No 95-04, the CS will block out the proprietary data using a black marker.
2. Make three (3) copies of the marked-up document and forward them as follows:
 - Copy to ADAMS Document Control Desk
 - Copy to the basic contract [red] file to the right of the original contract documents.

A. DISTRIBUTION: The Contractor shall collect the contract documentation for distribution from the DC mail stops (T7E4, T7E25, and T7E39), and shall distribute copies of all active contracts/tasks orders and modifications, expired/closeout contracts/task orders and modifications, general assignments, contractor releases, purchase orders Form 347, purchase order modifications, RFPA's, Contractor's Past Performance Reports, letter solicitations and amendments, and general correspondence (such as letters to industry, government agencies, congressional letters, internal memoranda) within two (2) working days of receipt.

The Contractor shall collect from the DC mail stops (T7E4, T7E25 and T7E39) and distribute other solicitations and amendments (SF33, SF 1449 and other standard formats) within five (5) working days after receipt. The Contractor shall prepare the contract documentation for mailing, reproduce additional copies (if required), and ensure that all attachments are enclosed. Solicitations other than letter format may require that the Contractor prepare a NRC Form 20 to request reproduction service from the NRC Copy Center. The Contractor shall deliver and pick up these reproduction jobs from the Copy Center.

The Contractor shall distribute the contract documentation to the appropriate parties both external (vendor/contractor) and within the NRC in accordance with the distribution chain on the original concurrence document. The Contractor shall complete the "Contract and Modification Distribution List" (**ATTACHMENT 20**). Expired/Closeout contract distribution shall remain the same as for active contract actions except distribution documents for accounting, shall be given to the NRC P.O. Upon request, the Contractor shall transmit facsimile documents (such as amendments to solicitations within one (1) hour of receipt) and express mail documents. The Contractor shall make the necessary copies of the purchase order documents and distribution shall be made in accordance with "Distribution of Purchase Orders and Modifications", (**ATTACHMENT 21**). The estimated volume is 400 documents per month.

ADAMS Documentation: As part of E-Procurement, DC plans to make all contract records electronic in the future. Until the Agency wide Documents Access and Management System (ADAMS) becomes fully implemented within DC, the procedures for the A and B Work Requirements are subject to procedural change. The NRC P.O. will meet with the Contractor staff to discuss any procedure change for the A and B Work Requirements, and follow up with an e-mail giving technical direction to the Contractor staff.

The Contractor shall be responsible for sending public documents to the ADAMS Document Control Desk in accordance with the "Procedures for Processing Public Contract Documents Through ADAMS" (**ATTACHMENT 22**) within two (2) working days of receipt. Each piece of

documentation shall be marked with a template number on the lower left corner and the RIDDS mailbox number on the lower right corner. The estimated volume is 70 per month.

B. DIVISION MAIL: The Contractor shall handle the daily incoming and outgoing Division mail (two deliveries each day) and shall be the receipt and distribution point. The central agency times for delivery and pick-up of the mail are 8:30 A.M. and 2:30 P.M. The NRC central mailroom will deliver all incoming mail to T712.

The Contractor shall date and time stamp all incoming mail on the reverse side of the original document and distribute to the Contract Management Center No. 1 (CMC1), Contract Management Center No. 2 (CMC2), Director's Office (DO) and data entry twice daily. The Contractor shall report to the central agency mailroom ½ hour prior to opening/closing to accept proposals. The Contractor shall call the central mailroom twice a day for pick-up of all packages and hand-delivered items. All proposals or quotes shall be hand-delivered to the appropriate CS within one half (½) after the time established for opening/closing due date. All "Open by Addressee Only" envelopes and proposal shall be given to the appropriate DC staff member. The estimated volume is 2,500 per month.

The Contractor shall handle the checks received for monies due to the NRC from its contractors and provide the check with memo to the NRC P.O. for signature within one (1) hour of receipt, and forward a copy to the CS. The Contractor shall maintain the report entitled, "Report of Checks Received" (**ATTACHMENT 23**) on the personal computer located in the file room, and provide the report to the NRC P O at the end of the period of performance for task three. The estimated volume is 4 per year

The Contractor shall handle the distribution of the new RFPA's to the Small Business and Civil Rights Office (SBCR). Upon receipt of the new award RFPA (\$100,000/above with the Statement of Work (SOW), the Contractor shall

- Fill out the appropriate top portion of the Small Business/Labor Surplus Form (**ATTACHMENT 24**) with the RFPA No. and Date (two) forms - one for each DC branch).
- Make three (3) copies of the RFPA, SOW and form
- Forward one (1) copy to SBCR
- Forward one (1) copy to the BC.
- File the third copy in a brown accordion file folder.
- Complete the Tracking Log for SBCR with the RFPA No., Date Sent, Specialist/Branch Chief.
- Upon receipt of the returned form from SBCR, the Contractor shall complete the Tracking Log and forward the form to the CS.

The Contractor shall be responsible to contact SBCR to follow up on the forms sent if not received within 10 working days.. If the Contractor does not receive the forms, after notifying SBCR, they shall e-mail the NRC P.O or BC. If the RFPA does not have a SOW attached, the Contractor shall forward the original RFPA to the BC for return or to obtain SOW. The Contractor shall be responsible to follow up with the BC within 24 hours. The Contractor shall not hold RFPA's awaiting assignment by the BC. The estimated volume is 4 per month.

C. RETIREMENT OF PURCHASE ORDERS, CLOSED CONTRACTS, AND POLICY FILES FOR STORAGE). The closing out of expired purchase orders shall be completed by the

Contractor within a three (3) week period, each October. Purchase orders for the current FY and the prior three (3) FY's shall remain stored on the shelves and not closed out. Any purchase order which is five (5) years or older should be closed out. For example: any purchase order PRIOR to the last three (3) fiscal years 1999, 2000 and 2001) plus the current years (FY02), should remain on the shelves and not closed out. Any purchase order prior to fiscal year 99 should be closed out. Closeout shall be accomplished in accordance with "PROCEDURES FOR PURCHASE ORDER CLOSEOUT" (ATTACHMENT 25). The estimated volume is 450 per year and the task is performed once a year, every October.

The Contractor shall assist in preparing the purged policy staff files (the estimated volume is 40 files per year) and closed contracts for retirement to storage after notification by the NRC P.O. The Contractor shall prepare the NRC Forms 35 and 35A entitled, "Records Transfer" and "Records Transfer Continuation" for the retirement of closed contracts in accordance with the NUREG-0910 and the database instructions for the Archival Facility Accountability System (AFAS). The Contractor shall box, mark the boxes with the shipping number, and ship the files to records holding. The Contractor shall forward a copy of the Records Transfer and Records Transfer Continuation sheet to the NRC P.O. for signature. The retired contract files shall be forwarded to records holding every two/three months. The Contractor shall notify the NRC P.O. to obtain additional record holding boxes. The estimated volume is 12 closed contracts per month.

METHOD OF SURVEILLANCE: Quality Assurance Inspections by the NRC P.O. /the designated alternate which consists of random sampling or DC staff complaints on incorrect or late distribution

QUALITY ASSURANCE: The original distribution document shall be checked on a monthly basis in accordance with the specified turnaround time. Ten per cent (10%) of the distribution documents shall be checked randomly each month

PERFORMANCE STANDARDS: The sample inspection or DC staff complaints may reveal no more than three (3) documents distributed later than the specified time period or distributed incorrectly.

PAYMENT ADJUSTMENT FOR UNSATISFACTORY OR NONPERFORMANCE:

If more than three (3) documents are distributed later than the specified time period or distributed incorrectly in one given month, percentage deductions of the monthly price for Task 3 shall be taken in accordance with the chart below:

Number of Documents	Percentage Deduction
Four- Nine	5%
Ten - Fourteen	10%
Fifteen/above	15%

SERVICE COVERAGE: Service shall be available during the daily business hours of 7:30A M through 4:15P.M Monday thru Friday except Government holidays.

ADJUSTMENT TO CONTRACT PRICE DUE TO VARIATION IN ESTIMATED QUANTITY: If over a period of one (1) year, if the estimate quantity (volume) for any data entry source documents, or distribution documents varies, by more than ten percent (10%), the contractor

may request an equitable adjustment if it can demonstrate that it has incurred additional reasonable costs for performance of the work . The Contractor must submit a cost proposal to the Contracting Officer in writing with a full explanation of the increased costs.

CONTRACT FILING TASK FOUR

WORK REQUIREMENT: The Contractor shall be responsible for maintaining the NRC official record copy of documents received or generated by the Division of Contracts (DC), which includes the Policy Branch, Contract Management Centers 1 and 2 (CMC1 & CMC2). These files contain proprietary and sensitive information, which in many cases, may not be available to the general public. The Contractor shall maintain security measures to protect all information

Files include but are not limited to: pre-and post-award contract files, pre-and post-award purchase order files, policy staff files, expired/closeout contract files, subject files, branch files, training files, vendor files, and general correspondence. Accuracy in filing is essential to preclude delays in retrieving documents.

The Contractor shall ensure that all files are not overly crowded. When necessary, the Contractor shall create and label a new file clearly indicating the volume number of the total number of volumes, i e., Volume 1 of 2.

File Description	Est. Volume	Filing Time Frame
Policy Staff Files (subject, read, audit, and manual chapter files)	30/Month	Within five (5) working days of receipt
NRC 292, "Voucher Transmittal For Review & Approval Prior to Payment"(green copy)	20/Month	Within thirty (30) working days of receipt
Pre- and Post-award Contract Files	600/Month	Within two (2) working days of receipt
Expired/Closeout Contract Files	75/Month	Within three (3) working days of receipt
Purchase Order Files and Amendments	100/Month	Within three (3) working days of receipt
Contractor Past Performance Evaluations	5/Month	Within five (5) working day of receipt

POLICY FILES

The policy files are located in the file room, T7I2. The files consist of, but are not limited to, subject files, audit files, back-up files for instructions, and FAR documents. the Contractor shall maintain a computer inventory list of the contents of the policy file shelves in WordPerfect (e.g Shelves a, b, c: subject files; Shelves d, e, f: FAR supplements). The Contractor shall maintain a specific computer inventory list of the subject files. This list shall be kept up-to-date and made available to the policy staff upon request. The Contractor shall maintain a computer inventory list of the audit reports. The pre-award audits (in the brown file folders) shall be listed by solicitation number and company name and shelved in alphabetical order. The post-award audits (in the green file folders) shall be listed by contract number and company name and shelved in alphabetical order. The state and university audits shall be listed and shelved alphabetically. The diskette of audit reports shall be submitted to the NRC P.O. the last working day in July to be made available to the DC staff. The Contractor shall file policy documents as submitted by the policy staff. These documents will be initialed by the NRC individual and dated in the upper left hand corner to indicate that the document is ready for filing The Contractor

shall initial and date the documents to be filed in the upper right hand corner to indicate who filed the document and the date filed. Filing shall be completed within five (5) working days after receipt from the Policy Staff. Estimated volume is 30 documents per month. The Contractor shall set-up new policy file folders when necessary. The policy staff shall have direct access to the staff files. However, the Contractor shall maintain a log for signing in and out policy staff files Estimated volume for sign-in and sign-out is 10-12 per month

The Contractor shall inventory the policy files to ensure that policy files are filed in alphabetical order in the file room. Contractor shall create a new policy inventory list within two (2) months from date of the award.

CMC1 AND CMC2 FILES

The central contract file room, room T-712, contains all pre-and post-contract files, expired/closeout contract files, purchase orders. The Contractor shall be responsible for the filing, storage and retrieval of the files which are to be placed in the DC file room for DC staff and other authorized personnel.

The Contractor shall pick up all the material to be filed from the mail slots labeled "CONTRACTOR FILING," located in mail stations T7E4, T7E25 AND T7E39. These documents will be initialed by the NRC individual and dated in the upper left hand corner to indicate that the document is ready for filing. Documents shall be picked up by the Contractor each time the mail is delivered throughout the day (two (2) deliveries per day).

PRE-AND POST-AWARD FILES

Pre-and post-award files shall be placed intact on the filing shelves in accordance with the "Organization of Contract Files", (**ATTACHMENT 26**).

In order to provide for a uniform format and to improve overall efficiency in the file system, contract folders are divided into five (5) distinct files which are appropriately color-coded. The Contractor shall create and label colored contract and task order file folders when new contracts and task orders are awarded or when current file folders are full. The Contractor shall file all documents in accordance with the "Contract Filing Procedure", (**ATTACHMENT 27**). The Contractor shall initial and date the document in the upper right hand corner to indicate who filed the document and the date filed. The Contractor shall hole punch the document at the top of the page and fasten the document in the file. All filing shall be completed within two (2) working days from date of receipt, except for the SF292, "Voucher Transmittal For Review and Approval Prior To Payment" (green copy) which shall be completed within thirty (30) working days from date of receipt. A list of "PREAWARD ACTIONS AND CONTRACTS AWARDED," during the month will be furnished to the Contractor by the NRC P.O. within five (5) working days after the end of the month. Estimated volume is 600 documents per month for active contracts.

The Contractor shall inventory the post award files to ensure that all files are in the file room. Any discrepancies will be annotated on the active/inactive contract inventory list and returned to the NRC P.O. within five (5) working days from the effective date of the award.

The Contractor shall inventory the new award files monthly to ensure that all files are in the file room. Any discrepancies will be annotated on the list and returned to the NRC P.O. within five

(5) working days from the date the Contractor receives the monthly list from the NRC P.O. for resolution. Average volume is 3 new awards per month.

Contract files shall be available for review by DC personnel and other personnel authorized by the NRC P.O. In order to access the file, the NRC authorized employee will fill out a "sign-out/in data entry sheet", (ATTACHMENT 28), indicating the contract file folder required and give it to the Contractor. The Contractor shall immediately retrieve the file for the employee. Estimated volume for sign-in is 500 per month, estimated volume for sign-out is 600 per month.

No file shall remain outside the file room for more than thirty (30) days. The Contractor shall follow-up with the NRC employee at the end of thirty (30) days to ensure that the file is properly returned to the file room. If the file is not returned to the file room within five (5) working days, the Contractor shall inform the NRC P.O. so that corrective action may be taken. The Contractor shall be responsible for maintaining a list of the contract and task order files signed out of the file room for over 30 consecutive days. The list shall be maintained on a personal computer in the file room (T712).

EXPIRED/CLOSEOUT CONTRACT FILES

Closeout contract files shall be kept intact in year order on the filing shelves in accordance with the "Closeout Inventory List," which is posted in the file room (T712). The expired contract files shall be kept intact in year order on the filing shelves. The Contractor shall file all documents initialed and dated by the NRC individual in the upper left hand corner in the red file folder behind the closeout checklist. The Contractor shall initial and date the document in the upper right hand corner to indicate who filed the document and the date filed. The Contractor shall hole punch the document at the top of the page and fasten the document in the red file folder behind the closeout checklist. All filing shall be completed within three (3) working days from date of receipt. Estimated volume is 75 documents per month for expired contracts.

The Contractor shall inventory the expired/closeout files to ensure that all files are in the file room. Any discrepancies will be annotated on the expired/closeout list and returned to the NRC P.O. within five (5) working days from the effective date of the award.

Expired/closeout contract files shall be available for review by DC personnel and other personnel authorized by the NRC P.O. In order to access the file, the NRC authorized employee will fill out a "sign-out/in sheet" indicating the contract file folder required. The Contractor shall immediately retrieve the file for the employee.

The Contractor shall not be required to track the expired/closeout contract file folders once they are signed out by the CS. The Contractor shall provide the NRC P.O. with a copy of the sign-out/in sheets at the end of every month. Estimated volume for sign-in is 100 per month, estimated volume for sign-out is 200 per month.

PURCHASE ORDERS AND AMENDMENTS

Purchase order files are color-coded by fiscal year. Each fiscal year a different color will be used and files are segregated by the particular fiscal year. Purchase order files must be filed in sequential order, from the lowest to highest number. Documents shall be filed in a two-part folder in accordance with the "Purchase Order Filing Procedure", ATTACHMENT 29. All filing

shall be completed within three (3) working days from date of receipt. Estimated volume is 100 documents per month for purchase orders.

In order to access the file, the NRC authorized employee will fill out "sign-out/in sheet" indicating the contract file folder required. The Contractor shall immediately retrieve the file for the employee. The Contractor shall provide the NRC P.O. with a copy of the sign-out/in sheets when requested. Estimate volume for sign-in is 75 per month, estimated volume for sign-out is 100 per month.

The Contractor shall inventory the purchase order files to ensure that all files are in the file room. Any discrepancies will be annotated on the purchase order list and returned to the NRC P.O. within five (5) working days from the effective date of the award.

CONTRACTOR PAST PERFORMANCE EVALUATIONS

After receipt from the CS, the Contractor shall be responsible for filing a copy of the contractor's past performance which is a written evaluation of the contractor's performance. The Contractor shall file the reports in the white notebooks entitled "Contractor Performance Reports". The reports shall be filed in total alphabetical order, under each letter, by contractor name. All filing shall be completed within five (5) working days after receipt. The white notebooks are located in the "Market Research" area, T7G2. Estimated volume is 5 documents per month

FILE INTEGRITY

The Contractor shall ensure that the active contract, expired/closeout contract and policy file shelves and files are not overcrowded. The Contractor shall be responsible for moving all contract files to alleviate overcrowding and shall re-label all file shelving consistent with the documents located on the shelves. When necessary, the Contractor shall create a new file, clearly labeling the file on the side with the contract number and indicating the volume number of the total number of volumes, i.e., Volume 1 of 2.

The Contractor shall perform a general review of the filing of file folders and the filing of documents: (1) that files are not crowded on the shelves, (2) and that documents are properly filed in the folders, (3) that incoming documents are adequately identified and, (4) documents are properly labeled and correctly filed and filed in accordance with the specified time frames. This review shall be conducted approximately three (3) months after the effective date of the option and every six (6) months thereafter. All shelves shall be reviewed and a determination made whether or not they are crowded. As a minimum, twenty (20) purchase order files twenty (20) contract files shall be checked by the Contractor to ensure that the files have been properly labeled and correctly filed. A report shall be furnished to the NRC P.O., within five (5) working days after the end of every six (6) months (March and September). The report shall include as a minimum: (1) that all shelving was checked, the date, and a statement whether or not the shelving was crowded and if crowded, when the files shall will be rearranged, a discussion of file integrity problems and space and storage requirements with recommended resolution and, (2) a list of the files reviewed by either subject file or contract number and Contractor name, as applicable, a statement whether or not the correspondence was filed correctly and on time and, if deficiencies are found, what action the Contractor will take to correct such deficiencies.

Files shall be rearranged not later than thirty (30) working days after identification of the overcrowding by the Contractor's staff or the NRC P.O. The NRC P.O. will make periodic reviews of the files to ensure that files are not overcrowded, that the integrity of the files and that documents are timely filed

RECORDS INVENTORY MAINTENANCE

The Contractor shall be responsible for performing a records inventory of the file room, T-712, and the DC office space, once every fiscal year. The Contractor shall perform a complete review of file room shelves containing records and non-records. The Contractor shall perform a complete review of all the DC office space containing records and non-records. The Contractor shall measure each shelf and record the description of contents on the NRC Form 317A, "RECORDS INVENTORY WORKSHEET", ATTACHMENT 30, in accurate measurements (feet and inches) The Contractor shall complete the NRC Form 317A, "RECORDS INVENTORY WORKSHEET", and furnish the completed report to the NRC P.O. the second week of August. Estimated volume is 35-40 per year.

METHOD OF SURVEILLANCE: Quality Assurance Inspections by the NRC P.O./the designated alternate which consists of random sampling or DC staff complaints on late or incorrect filing

QUALITY ASSURANCE: The original filed document shall be checked on a monthly basis in accordance with the specified turnaround time. Ten per cent (10%) of the filed documents shall be checked randomly each month

PERFORMANCE STANDARDS: The sample inspection or DC staff complaints may reveal no more than two (3) documents filed later than the specified time period or filed incorrectly.

PAYMENT ADJUSTMENT FOR UNSATISFACTORY OR NONPERFORMANCE:

If more than three (3) documents are filed later than the specified time period or filed incorrectly in one given month, percentage deductions of the monthly price for Task 4 shall be taken in accordance with the chart below:

Number of Documents	Percentage Deduction
Four- Five	5%
Six - Ten	10%
Ten/above	15%

ADDITIONAL SUPPORT REQUIREMENTS - TASK FIVE

Work Description	Est. Volume	Time Frame
Reproducing Files	6/Month	Within five (5) working days of receipt
DC Telephone Backup	24/Month	Within five (5) minutes of call
Human Resources Management System (HRMS) Timekeeper	60/Month	Biweekly - Following Monday of pay period ending date
Travel Vouchers	1/Month	Within three (3) working days before scheduled departure

Training Forms	6/Month	Within four (4) working days of receipt
Contract Forms Maintenance		Continuous supply of not less than twenty five (25)
Closeout Documentation to Office of the Financial Officer (OCFO) Log	125/Year	Within two (2) working days of distribution receipt
Monitor the DAF Form and CTS Reports	7/Month	Within two (2) weeks of report distribution

- (a) **REPRODUCING FILES:** The Contractor shall assist in the location of missing files by notifying the NRC P.O. The Contractor shall assist in reproducing copies of the contractual agreement with the Division of Accounting and Finance (DAF) records. The Contractor shall be responsible for creating new file folders within five (5) days of notice by the NRC P.O. Estimate volume is six (6) file folders per year.
- (b) **DC TELEPHONE BACKUP:** The Contractor shall perform backup answering for the DC phones (beyond voice mail) during the NRC staff persons lunch break or if the NRC staff person is out of the office. The Contractor shall receive a phone call from the NRC staff person prior to the transfer of the phones. The Contractor shall answer telephone calls politely and refer the telephone call by forwarding an e-mail phone message to the appropriate party within five (5) minutes of receiving the call. The Contractor shall maintain a GroupWise folder of all e-mail phone source documents. Estimated volume of call is four (4) per transfer, estimated transfer per month is six (6)
- (c) **HUMAN RESOURCES MANAGEMENT SYSTEM (HRMS) TIMEKEEPER:** The Contractor shall be responsible for the HRMS Time and Labor Timekeeper function for DC in accordance with the Timekeeper Handbook, **ATTACHMENT 31**. Once the Contractor has reviewed and printed the final Summary Approval Report **ATTACHMENT 32**, for each of the DC centers T & A Unit, they shall interact with the appropriate parties to obtain the acquired DC staff signatures and the Approving Officials (BC) certification. The pay period ends on a Saturday of the second pay period week, and the T&L's are due the following Monday at 5:00PM. The Contractor shall interact with the BC by Thursday of the second week of the pay period if the DC staff has not entered their T&L. The Contractor shall maintain a source document file for the signed Summary Approval Report and other supporting documents (i.e , Overtime Request Forms, Credit Hour Certification Forms, Leave Request Forms, Advanced Leave Request Forms, etc) for each pay period (biweekly). There are 32 DC staff members/approximately 60/month.
- (d) **TRAVEL VOUCHERS:** The Contractor shall be responsible to prepare the Local and Domestic travel voucher forms for DC. The Contractor shall complete Domestic travel vouchers and deliver to the appropriate DC staff member within three (3) working days before scheduled departure or as otherwise request by the DC staff member. All travel vouchers shall be prepared in accordance with the NRC Management Directive 14.1 entitled, "Official Temporary Duty Travel". The SF1164, entitled "Claims for Reimbursement for Expenditures on Official Business" is used for local travel (**ATTACHMENT 33**). The NRC279, entitled "Official Travel Authorization" and the NRC 64 (Part 1) - 64A(Part 2), entitled "Travel Voucher" is used for Domestic Travel (**ATTACHMENT 34**). The above mentioned forms are located in Informs. The Contractor shall interact with the CS and BC to obtain the necessary signatures. Once signatures are complete the Contractor shall forward the travel voucher to the DO office.

The Contractor shall forward a copy of the appropriate travel voucher to the DC staff member and maintain a source document file for each voucher they prepare. The estimated volume is twelve (12) per year.

- (e) **TRAINING FORMS:** The Contractor shall be responsible to prepare the training forms for the DC staff. The Contractor shall prepare the NRC Form 368, entitled "Training Request and Authorization" (**ATTACHMENT 35**). The Contractor shall prepare the SF1164, entitled ""Claims for Reimbursement for Expenditures on Official Business". The above mentioned forms are located in Informs. All training forms shall be prepared in accordance with the samples and information description provided to the Contractor. The Contractor shall interact with the appropriate DC staff member for the necessary information to complete the form and deliver the completed training form within four (4) working days after request to obtain the necessary signatures. Once signatures are complete, the Contractor shall forward the training form to the appropriate BC. The Contractor shall forward a copy of the appropriate training form to the DC staff member and maintain a source document file for each training form they prepare. The estimated volume is seventy two (72) per year.
- (f) **CONTRACTS FORMS MAINTENANCE:** The Contractor shall maintain a continuous supply of not less than twenty five (25) each of all forms required to perform contract-related actions. The forms shall be kept in a file cabinet in the "Market Research" area T7G2. The "master" of all forms shall be maintained, in a separate file in the file room (T7I2) to ensure that clean, easily-readable forms are always available for reproduction purposes. A list of these forms is included in **ATTACHMENT 36**.
- (g) **CLOSEOUT DOCUMENTATION TO THE OFFICE OF THE CHIEF FINANCIAL OFFICER (OCFO) LOG:** (1). The Contractor shall provide to the OCFO, within two (2) working days of distribution receipt, the Division of Accounting and Finance (DAF) forms prepared by the CS with the attached backup information for expired contracts and task orders, to move unexpended funds to accrued/holdback status in the FFS. If the necessary backup documentation is not attached to the DAF form, the Contractor shall interact with the CS to obtain the backup documentation. The Contractor shall record the DAF actions on the "Closeout Documentation to OCFO Log" (**ATTACHMENT 37**) and forward to OCFO along with the backup documentation provided by the CS and retain a copy of the log and backup documentation in a folder. The estimated volume is 50 per year. (2). The Contractor shall complete the "Closeout Documentation to OCFO Log" and attach copies of the modification for expired contracts which deobligate funds or closeout the contract within two (2) working days of distribution receipt. The Contractor shall verify that no monies are remaining under the closed contract by checking the contract folder for a copy of the on-line FFS CAP06 report. If no copy of the on-line FFS CAP06 report is in the file folder, the Contractor will interact with the CS to obtain the copy. Retain a copy of the log and documentation in a folder. The estimated volume is 75 per year.
- (h) **MONITOR THE DIVISION OF ACCOUNTING AND FINANCE (DAF) FORM AND CTS REPORTS:** The Contractor shall, on a monthly basis, run a CTS "Inventory of Contracts Report" by expiration date for all contracts and task orders. The Contractor shall distribute the reports to the appropriate CS to prepare the DAF form for the expired contract/taskorder(s). If the Contractor does not receive the DAF form within two (2) weeks from the report distribution date, the Contractor shall bring this to the BC's

attention in writing (e-mail acceptable). A copy of the DAF form shall be provided to the data entry clerk to change the status of the expired contract or task order from "Active" to "Inactive/Closeout" in the CTS. The Contractor shall complete the "Closeout Documentation to OCFO Log" and attached copies of the DAF forms and forward to the NRC PO. The Contractor shall maintain a folder for the CTS report and copies of the DAF forms. The estimated volume is 7 DAF forms per month.

METHOD OF SURVEILLANCE: Quality Assurance Inspections by the NRC P.O./the designated alternate which consists of random sampling or DC staff complaints on late documents, incomplete documents or documents with errors.

QUALITY ASSURANCE: The original documents shall be checked on an ongoing basis in accordance with the specified turnaround time.

PERFORMANCE STANDARDS: The sample inspection or DC staff complaints may reveal no more than two (2) documents completed later than the specified time period, incomplete documents or documents with errors.

PAYMENT ADJUSTMENT FOR UNSATISFACTORY OR NONPERFORMANCE:

If more than two (2) documents are processed later than the specified time period, incomplete or contain errors, percentage deductions of the monthly price for Task 5 shall be taken in accordance with the chart below:

Number of Documents	Percentage Deduction
Three - Five	5%
Six - Ten	10%
Ten/above	15%

CONTRACTOR VISITORS

The Contractor shall give the NRC P.O. at least one-half day's notice of any guest (Contractor visitors) that need to be escorted into NRC space.

RECYCLABLE MATERIALS

Whenever possible, materials shall be recycled and put in the Grade I or II recycling container located in Room T-7A13. Non-recyclable material shall be disposed of through normal trash.

SECTION C - CONTRACT CLAUSES

C.1 52.219-14 LIMITATIONS ON SUBCONTRACTING (DEC 1996)

- (a) This clause does not apply to the unrestricted portion of a partial set-aside.
- (b) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for --
- (1) SERVICES (EXCEPT CONSTRUCTION). At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.
- (2) SUPPLIES (OTHER THAN PROCUREMENT FROM A NONMANUFACTURER IN SUCH SUPPLIES). The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.
- (3) GENERAL CONSTRUCTION. The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees
- (4) CONSTRUCTION BY SPECIAL TRADE CONTRACTORS. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

C.2 52.228-5 INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

- (a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the schedule or elsewhere in the contract.
- (b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective (1) for such period as the laws of the State in which this contract is to be performed prescribe or (2) until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

C.3 MINIMUM INSURANCE COVERAGE

The Contractor shall obtain and maintain insurance coverage as follows for the performance of this contract:

- (a) Worker's compensation and employer's liability insurance as required by applicable federal and state worker's compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with the Contractor's commercial operations that it would not be practical. The employer's liability coverage shall be at least \$100,000, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.
- (b) Comprehensive general (bodily injury) liability insurance of at least \$500,000 per occurrence.

C.4 APPROPRIATE USE OF GOVERNMENT FURNISHED INFORMATION TECHNOLOGY (IT) EQUIPMENT AND/ OR IT SERVICES/ ACCESS (MARCH 2002)

As part of contract performance the NRC may provide the contractor with information technology (IT) equipment and IT services or IT access as identified in the solicitation or subsequently as identified in the contract or delivery order. Government furnished IT equipment, or IT services, or IT access may include but is not limited to computers, copiers, facsimile machines, printers, pagers, software, phones, Internet access and use, and email access and use. The contractor (including the contractor's employees, consultants and subcontractors) shall use the government furnished IT equipment, and / or IT provided services, and/ or IT access solely to perform the necessary efforts required under the contract. The contractor (including the contractor's employees, consultants and subcontractors) are prohibited from engaging or using the government IT equipment and government provided IT services or IT access for any personal use, misuse, abuses or any other unauthorized usage

The contractor is responsible for monitoring its employees, consultants and subcontractors to ensure that government furnished IT equipment and/ or IT services, and/ or IT access are not being used for personal use, misused or abused. The government reserves the right to withdraw or suspend the use of its government furnished IT equipment, IT services and/ or IT access arising from contractor personal usage, or misuse or abuse; and/ or to disallow any payments associated with contractor (including the contractor's employees, consultants and subcontractors) personal usage, misuses or abuses of IT equipment, IT services and/ or IT access; and/ or to terminate for cause the contract or delivery order arising from violation of this provision

C.5 GOVERNMENT FURNISHED EQUIPMENT/PROPERTY (DEC 1995)

(a) The NRC will provide the contractor with the following items for use under this contract

-PC workstation which is connected to the NRC network -Office supplies furnished by the NRC PO. Contractor personnel may not pick up supplies from the NRC supply store on their own. -Applications hardware and software required to perform SOW functions

(b) Only the equipment/property listed above in the quantities shown will be provided by the Government This property is subject to the provisions of the Government Property clause under this contract. All other equipment/property required in performance of the contract shall be furnished by the Contractor.

C.6 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MAY 2002)

(a) The Contractor shall comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:

- (1) 52.222-3, Convict Labor (E.O. 11755).
- (2) 52.233-3, Protest after Award (31 U.S.C. 3553).

(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 or components:

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C 2402).

(2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999).

(3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the

offeror elects to waive the preference, it shall so indicate in its offer).

(4) (i) 52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

(ii) Alternate I to 52.219-5.

(iii) Alternate II to 52.219-5.

(5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637 (d)(2) and (3)).

(6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637(d)(4)).

(7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).

(8)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer)

(ii) Alternate I of 52.219-23.

(9) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

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

(11) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

(12) 52.222-26, Equal Opportunity (E.O. 11246).

(13) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212).

(14) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).

(15) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212).

(16) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (E.O. 13126).

(17)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962(c)(3)(A)(ii)).

(ii) Alternate I of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

(18) 52.225-1, Buy American Act--Supplies (41 U.S.C. 10a-10d).

(19)(b) 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).

(ii) Alternate I of 52.225-3.

(iii) Alternate II of 52.225-3.

(20) 52.225-5, Trade Agreements (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

(21) 52.225-13, Restriction on Certain Foreign Purchases (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).

(22) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).

(23) 52.225-16, Sanctioned European Union Country Services (E.O. 12849).

(24) 52.232-33, Payment by Electronic Funds Transfer-- Central Contractor Registration (31 U.S.C. 3332).

(25) 52.232-34, Payment by Electronic Funds Transfer-- Other than Central Contractor Registration (31 U.S.C. 3332).

(26) 52.232-36, Payment by Third Party (31 U.S.C. 3332).

(27) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a)

(28)(i) 52.247-64, Preference for Privately Owned U.S.- Flag Commercial Vessels (46 U.S.C. 1241).

(ii) Alternate I of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which 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 or components:

[Contracting Officer check as appropriate.]

(1) 52.222-41, Service Contract Act of 1965, As amended (41 U.S.C. 351, et seq.).

(2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et seq.). 2 - Key Entry Operators II \$11.62 and 2 - Gen Clerk III \$15.32

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

(4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

(5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).

(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) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components--

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212);

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793);

(4) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996); and

(5) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.)

C.7 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.

C.8 52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on the Government installation. If the Contractor's failure to use reasonable care causes damage to any of this property, the Contractor shall replace or repair the damage at no expense to the Government as the Contracting Officer directs. If the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from the contract price.

C.9 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 of expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 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 2 months.

C.10 52.224-1 PRIVACY ACT NOTIFICATION (APR 1984)

The Contractor will be required to design, develop, or operate a system of records on individuals, to accomplish an agency function subject to the Privacy Act of 1974, Public Law 93-579, December 31, 1974 (5 U.S.C. 552a) and applicable agency regulations. Violation of the Act may involve the imposition of criminal penalties.

C.11 52.224-2 PRIVACY ACT (APR 1984)

(a) The Contractor agrees to--

(1) Comply with the Privacy Act of 1974 (the Act) and the agency rules and regulations issued under the Act in the design, development, or operation of any system of records on individuals to accomplish an agency function when the contract specifically identifies--

(i) The systems of records; and

(ii) The design, development, or operation work that the contractor is to perform;

(2) Include the Privacy Act notification contained in this contract in every solicitation and resulting subcontract and in every subcontract awarded without a solicitation, when the work statement in the proposed subcontract requires the design, development, or operation of a system of records on individuals that is subject to the Act; and

(3) Include this clause, including this subparagraph (3), in all subcontracts awarded under this contract which requires the design, development, or operation of such a system of records.

(b) In the event of violations of the Act, a civil action may be brought against the agency involved when the violation concerns the design, development, or operation of a system of records on individuals to accomplish an agency function, and criminal penalties may be imposed upon the officers or employees of the agency when the violation concerns the operation of a system of records on individuals to accomplish an agency function. For purposes of the Act, when the contract is for the operation of a system of records on individuals to accomplish an agency function, the Contractor and any employee of the Contractor is considered to be an employee of the agency.

(c) (1) "Operation of a system of records," as used in this clause, means performance of any of the activities associated with maintaining the system of records, including the collection, use, and dissemination of records.

(2) "Record," as used in this clause, means any item, collection, or grouping of information about an individual that is maintained by an agency, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and that contains the person's name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a fingerprint or voiceprint or a photograph.

(3) "System of records on individuals," as used in this clause, means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.

C.12 2052.204-70 SECURITY

(a) Security/Classification Requirements Form. The attached NRC Form 187 (See List of Attachments) furnishes the basis for providing security and classification requirements to prime contractors, subcontractors, or others (e.g., bidders) who have or may have an NRC contractual relationship that requires access to classified information or matter, access on a continuing basis (in excess of 30 or more days) to NRC Headquarters controlled buildings, or otherwise requires NRC photo identification or card-key badges.

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

(c) In connection with the performance of the work under this contract, the contractor may be furnished, or may develop or acquire, proprietary data (trade secrets) or confidential or privileged technical, business, or financial information, including Commission plans, policies, reports, financial plans, internal data protected by the Privacy Act of 1974 (Pub. L. 93-579), or other information which has not been released to the public or has been determined by the Commission to be otherwise exempt from disclosure to the public. The contractor agrees to hold the information in confidence and not to directly or indirectly duplicate, disseminate, or disclose the information in whole or in part to any other person or organization except as may be necessary to perform the work under this contract. The contractor agrees to return the information to the Commission or otherwise dispose of it at the direction of the contracting officer. Failure to comply with this clause is grounds for termination of this contract.

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

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

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

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

(h) Security Clearance Personnel. The contractor may not permit any individual to have access to Restricted Data, Formerly Restricted Data, or other classified information, except in accordance with the Atomic Energy Act of 1954, as amended, and the Commission's regulations or requirements applicable to the particular type or category of classified information to which access is required. The contractor shall also execute a Standard Form 312, Classified Information Nondisclosure Agreement, when access to classified information is required.

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

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

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

C.13 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.

C.14 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: *Jeanne Cueura*

Address: *Block 90 of SF 1449*

Telephone Number: *301-415-6538*

(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.

C.15 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 . 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."

C.16 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.17 COMPLIANCE WITH U.S. IMMIGRATION LAWS AND REGULATIONS

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

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

(End of Clause)

C.18 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

C.19 DURATION OF CONTRACT PERIOD (MAR 1987) ALTERNATE 2 (MAR 1987)

This contract shall commence on October 1, 2002 and will expire on November 30, 2003. The term of this contract may be extended at the option of the Government for an additional 3 option years.

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

Attachment no.	Title
A	Fixed Price Billing Instructions
B	NRC form 187 Security Specifications
C	ACH Vendor Payment Form
D	SCA Wage Determination
ATTACHMENTS 1-14	Information database system in accordance with the numbered chart (1-14) on page 1 through page 3.
ATTACHMENT 15	Copies of the Information database system screens which reflect the data entry elements for each source document in accordance with the numbered chart (8-14) on page 1 through page 3.
ATTACHMENT 16	NRC Form 292, "Voucher Transmittal for Review and Approval Prior to Payment".
ATTACHMENT 17	NRC Form 420, "Request For Premium Cost Mail Service".
ATTACHMENT 18	Standard E-mail Message to the Program Project Officer on Overdue Invoices.
ATTACHMENT 19	CTS Information Screen 3 and POTS Part 2 and 3 Screens
ATTACHMENT 20	Contract and Modification Distribution List
ATTACHMENT 21	Distribution of Purchase Order and Modifications
ATTACHMENT 22	ADAMS Document Control Desk Form
ATTACHMENT 23	Report of Checks Received
ATTACHMENT 24	SBCR Log and Form
ATTACHMENT 25	Procedures For Purchase Order Closeout/Instruction For Preparing NRC Form 35 & 35A, entitled, "Archival Facility Accountability System (AFAS)
ATTACHMENT 26	Organization of Contract Files
ATTACHMENT 27	Contract Filing Procedure
ATTACHMENT 28	Sign-out/in Logs
ATTACHMENT 29	Purchase Order Filing Procedure
ATTACHMENT 30	Records Inventory Worksheet

- ATTACHMENT 31 Timekeeper Handbook
- ATTACHMENT 32 Summary Approval Report
- ATTACHMENT 33 SF1164, "Claims for Reimbursement for Expenditures on Official Business"
- ATTACHMENT 34 NRC64-64A, "Travel Voucher"
- ATTACHMENT 35 NRC Form 368, "Training Request and Authorization"
- ATTACHMENT 36 List of Forms

AUTHORITY
The policies, procedures, and criteria of the NRC Security Program, NRCMD 12, apply to performance of this contract, subcontract or other activity.

CONTRACT SECURITY AND/OR CLASSIFICATION REQUIREMENTS

**COMPLETE CLASSIFIED ITEMS BY
SEPARATE CORRESPONDENCE**

1 CONTRACTOR NAME AND ADDRESS

sPs Consulting, LLC
7910 Woodmont Avenue
Suite 100
Bethesda, MD 20814

**A. CONTRACT NUMBER FOR COMMERCIAL
CONTRACTS OR JOB CODE FOR DOE
PROJECTS (Prime contract number must be shown
for all subcontracts)**

NRC-10-02-136

**B PROJECTED
START DATE**

10/01/2002

**C PROJECTED
COMPLETION DATE**

06/30/2007

2. TYPE OF SUBMISSION

- A ORIGINAL**
 **B REVISED (Supersedes all
previous submissions)**
 C OTHER (Specify)

3. FOR FOLLOW-ON CONTRACT, ENTER PRECEDING CONTRACT NUMBER AND PROJECTED COMPLETION DATE

A. DOES NOT APPLY

B CONTRACT NUMBER

NRC-10-97-142

DATE

09/30/2002

4 PROJECT TITLE AND OTHER IDENTIFYING INFORMATION

DC SUPPORT GENERATION AND FILE ROOM SUPPORT SERVICE

5. PERFORMANCE WILL REQUIRE

A ACCESS TO CLASSIFIED MATTER OR CLASSIFIED INFORMATION

- YES (If "YES," answer 1-7 below)**
 NO (If "NO," proceed to 5 C)

**NOT
APPLICABLE**

NATIONAL SECURITY

RESTRICTED DATA

SECRET

CONFIDENTIAL

SECRET

CONFIDENTIAL

1 ACCESS TO FOREIGN INTELLIGENCE INFORMATION

**2 RECEIPT, STORAGE, OR OTHER SAFEGUARDING OF
CLASSIFIED MATTER (See 5 B)**

3 GENERATION OF CLASSIFIED MATTER

**4 ACCESS TO CRYPTOGRAPHIC MATERIAL OR OTHER
CLASSIFIED COMSEC INFORMATION**

**5 ACCESS TO CLASSIFIED MATTER OR CLASSIFIED
INFORMATION PROCESSED BY ANOTHER AGENCY.**

**6 CLASSIFIED USE OF AN INFORMATION TECHNOLOGY
PROCESSING SYSTEM**

7. OTHER (Specify)

B. IS FACILITY CLEARANCE REQUIRED? **YES** **NO**

C. **UNESCORTED ACCESS IS REQUIRED TO PROTECTED AND VITAL AREAS OF NUCLEAR POWER PLANTS**

D. **ACCESS IS REQUIRED TO UNCLASSIFIED SAFEGUARDS INFORMATION**

E. **ACCESS IS REQUIRED TO SENSITIVE IT SYSTEMS AND DATA**

F. **UNESCORTED ACCESS TO NRC HEADQUARTERS BUILDING**

FOR PROCEDURES AND REQUIREMENTS ON PROVIDING TEMPORARY AND FINAL APPROVAL FOR UNESCORTED ACCESS, REFER TO NRCMD 12.

6 INFORMATION PERTAINING TO THESE REQUIREMENTS OR THIS PROJECT, EVEN THOUGH SUCH INFORMATION IS CONSIDERED UNCLASSIFIED, SHALL NOT BE RELEASED FOR DISSEMINATION EXCEPT AS APPROVED BY.

NAME AND TITLE <p style="text-align: center;">Stephen Pool, Contract Specialist</p>	SIGNATURE 	DATE <p style="text-align: center;">7/17/02</p>
---	---	--

7. CLASSIFICATION GUIDANCE

NATURE OF CLASSIFIED GUIDANCE IDENTIFICATION OF CLASSIFICATION GUIDES

8. CLASSIFIED REVIEW OF CONTRACTOR / SUBCONTRACTOR REPORT(S) AND OTHER DOCUMENTS WILL BE CONDUCTED BY:

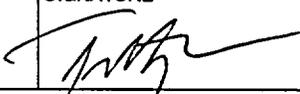
- AUTHORIZED CLASSIFIER (Name and Title)
 DIVISION OF FACILITIES AND SECURITY

9. REQUIRED DISTRIBUTION OF NRC FORM 187 Check appropriate box(es)

- SPONSORING NRC OFFICE OR DIVISION (Item 10A)
 DIVISION OF CONTRACTS AND PROPERTY MANAGEMENT
 DIVISION OF FACILITIES AND SECURITY (Item 10B)
 CONTRACTOR (Item 1)
 SECURITY/CLASSIFICATION REQUIREMENTS FOR SUBCONTRACTS RESULTING FROM THIS CONTRACT WILL BE APPROVED BY THE OFFICIALS NAMED IN ITEMS 10B AND 10C BELOW.

10. APPROVALS

SECURITY/CLASSIFICATION REQUIREMENTS FOR SUBCONTRACTS RESULTING FROM THIS CONTRACT WILL BE APPROVED BY THE OFFICIALS NAMED IN ITEMS 10B AND 10C BELOW.

NAME (Print or type)	SIGNATURE	DATE
A DIRECTOR, OFFICE OR DIVISION  Timothy F. Hagan, Director DCPM	SIGNATURE 	DATE <p style="text-align: center;">7/8/02</p>
B DIRECTOR, DIVISION OF FACILITIES AND SECURITY Thomas O. Martin, Director	SIGNATURE 	DATE <p style="text-align: center;">7/9/02</p>
C. DIRECTOR, DIVISION OF CONTRACTS AND PROPERTY MANAGEMENT (Not applicable to DOE agreements) Timothy F. Hagan	SIGNATURE 	DATE <p style="text-align: center;">7/8/02</p>

REMARKS