

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

1 REQUISITION NO.  
RG1-02-281 DT 3/7/02

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50

2. CONTRACT NO NRC-28-02-281	3 AWARD/EFFECTIVE DATE 08-23-2002	4 ORDER NO.	MODIFICATION NO	5 SOLICITATION NO RS-RG1-02-281	6 SOLICITATION ISSUE DATE July 17, 2002
7. FOR SOLICITATION INFORMATION CALL		a NAME Donald A. King		b TELEPHONE NO (No Collect Calls) (301) 415-6731	8 OFFER DUE DATE/LOCAL TIME 7/24/02 12 noon

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  <input type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE 0 % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input checked="" type="checkbox"/> 8(A)  NAICS 514210 SIZE STANDARD:	11 DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE  <input type="checkbox"/> 13a THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)  13b RATING N/A  14 METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	12 DISCOUNT TERMS N/A
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15 DELIVER TO  U.S. Nuclear Regulatory Commission Division of Contracts and Property Mgmt. Contract Management Center No. 2 (MS-T-7-I-2) Washington DC 20555	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
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17a CONTRACTOR/OFFEROR CODE  8(a) Subcontractor * See SIGNATURE PAGE Adept Consulting Services, Inc. 408 W. Main Street, Suite A Lansdale, PA 19446 POC: Mr. Kirit D. Mehta Fax: (215) 393-5591  TELEPHONE NO. (215) 855-3610	FACILITY CODE	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
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<input type="checkbox"/> 17b CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER	18b SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM
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19 ITEM NO	20 SCHEDULE OF SUPPLIES/SERVICES	21 QUANTITY	22 UNIT	23 UNIT PRICE	24 AMOUNT
	See the attached pages. This is a firm-fixed unit price contract. The period of performance is for twelve months from the contract execution date. The U. S. Nuclear Regulatory Commission accepts Adept Consulting Services Inc.'s proposal dated July 26, 2002, as amended on August 13, 2002, which is hereby incorporated into and made a part of this contract.  TIN: 23-2773846  SBA NO.: 0303-02-205061				

25 ACCOUNTING AND APPROPRIATION DATA B&R: 291-15-511-306, JOB CODE: E9102, BOC: 252T APPN NO.: 31X0200.291 OBLIGATE: \$45,000	26 TOTAL AWARD AMOUNT (For Govt. Use Only) \$93,392.00
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<input type="checkbox"/> 27a SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4 FAR 52.212-3 AND 52.212-5 ARE ATTACHED ADDENDA	<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED
<input checked="" type="checkbox"/> 27b CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4 FAR 52.212-5 IS ATTACHED ADDENDA	<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED

28 CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 3 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 _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS
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30a SIGNATURE OF OFFEROR/CONTRACTOR  * See SIGNATURE PAGE	31a UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)  * See SIGNATURE PAGE
30b NAME AND TITLE OF SIGNER (TYPE OR PRINT)	31b NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Donald A. King Contracting Officer
30c DATE SIGNED	31c DATE SIGNED

AUTHORIZED FOR LOCAL REPRODUCTION

STANDARD FORM 1449 (REV 4/2002)  
Prescribed by GSA - FAR (48 CFR) 53.212

TEMPLATE-ADM001

ADM02

NRC-28-02-281  
SB0303-02-205061

Signature Page

COGNIZANT SBA DISTRICT OFFICE:

US Small Business Administration  
Philadelphia District Office

CONTRACTOR:

Adept Consulting Services, Inc.

By: [Signature] Date: Aug. 27, 02

Name: KIRIT D. MEHTA

Title: PRESIDENT

PROCURING OFFICE:

US Nuclear Regulatory Commission

By: [Signature] Date: 8/15/02

Name: Donald A. King

Title: Contracting Officer

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B.1 ADDENDA SCHEDULE OF SUPPLIES OR SERVICES AND PRICE/COSTS

1. PROJECT TITLE

The title of this project is as follows:

**Data Entry, Scanning, Receptionist, and ADAMS Support Services**

2. BRIEF DESCRIPTION OF WORK

a) Brief description of work:





The U.S. Nuclear Regulatory Commission, Region 1, requires contractor support to perform document processing tasks associated with entering documents into the Agency wide Documents Access and Management System (ADAMS) and data entry support which requires a contractor to input necessary data into various automated systems in order to conduct the Region I Nuclear Materials program.

(b) Only the Contracting Officers of the NRC or other individuals specifically authorized under this contract may authorize the initiation of work under this contract. The provisions of this contract shall govern all required work hereunder.

3. SCHEDULE

The Contractor shall provide technical and production support services to NRC in accordance with the "DESCRIPTION/SPECIFICATIONS/WORK STATEMENT@ for the contract period of performance at the rates as set forth below.

**BASE PERIOD** (Period of Performance 12 months)

<u>Labor Category</u>	<u>Hours</u>	<u>Fixed Hourly Rate</u>	<u>Total Price</u>
Full-Time Data Entry Tech			\$66,560
Part-Time Data Entry Tech			\$26,832
Total Base Year.....			\$93,392

**OPTION PERIOD 1 (Period of Performance 12 months)**

<u>Labor Category</u>	<u>Hours</u>	<u>Fixed Hourly Rate</u>	<u>Total Price</u>
Full-Time Data Entry Tech	[REDACTED]	[REDACTED]	\$69,680
Part-Time Data Entry Tech	[REDACTED]	[REDACTED]	\$28,080
Total Option Period 1.....			\$97,760

**OPTION PERIOD 2 (Period of Performance - 12 months)**

<u>Labor Category</u>	<u>Hours</u>	<u>Fixed Hourly Rate</u>	<u>Total Price</u>
Full-Time Data Entry Tech	[REDACTED]	[REDACTED]	\$72,800
Part-Time Data Entry Tech	[REDACTED]	[REDACTED]	\$29,328
Total Option Period 2.....			\$102,128

**OPTION PERIOD 3 (Period of Performance - 12 months)**

<u>Labor Category</u>	<u>Hours</u>	<u>Fixed Hourly Rate</u>	<u>Total Price</u>
Full-Time Data Entry Tech	[REDACTED]	[REDACTED]	\$75,920
Part-Time Data Entry Tech	[REDACTED]	[REDACTED]	\$30,576
Total Option Period 3.....			\$106,496

**OPTION PERIOD 4 (Period of Performance - 12 months)**

<u>Fixed Hourly Labor Category</u>	<u>Total Hours</u>	<u>Rate</u>	<u>Price</u>
Full-Time Data Entry Tech	[REDACTED]	[REDACTED]	\$79,040
Part-Time Data Entry Tech	[REDACTED]	[REDACTED]	\$31,824
Total Option Period 4.....			\$110,864

**TOTAL AMOUNT FOR ALL SERVICES ALL PERIODS.....\$510,640**

The fixed unit price of each line item shown above to meet requirements as delineated in Section entitled Statement of Work, shall include all cost deemed necessary by the offeror.

## **B.2 CONSIDERATION AND OBLIGATION**

(a) The total estimated amount of this contract (ceiling) for the products/services ordered, delivered, and accepted under this contract is \$93,392.00. The Contracting Officer may unilaterally increase this amount as necessary for orders to be placed with the contractor during the contract period provided such orders are within any maximum ordering limitation prescribed under this contract.

(b) The amount presently obligated with respect to this contract is \$45,000. The Contracting Officer may issue orders for work up to the amount presently obligated. This obligated amount may be unilaterally increased from time to time by the Contracting Officer by written modification to this contract. The obligated amount shall, at no time, exceed the contract ceiling as specified in paragraph (a) above. When and if the amount(s) paid and payable to the Contractor hereunder shall equal the obligated amount, the Contractor shall not be obligated to continue performance of the work unless and until the Contracting Officer shall increase the amount obligated with respect to this contract. Any work undertaken by the Contractor in excess of the obligated amount specified above is done so at the Contractor's sole risk.

(END-OF-CLAUSE

## **B.3 DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

### **1. BACKGROUND**

The NRC is seeking contractor support to perform document processing tasks associated with entering documents into the Agency wide Documents Access and Management System (ADAMS) and data entry. The contractor will provide support to fully process into ADAMS nearly all incoming documents received at the NRC Regional Document Processing Center (RDPC), as well as processing for NRC internally generated documents. The goal of this task is to maintain primary processing of NRC generated documents, and the externally generated documents processed by Regional Capture/Intake Stations, of contractor staff to ensure a higher level of quality control and consistency in data entry and to maintain a higher level of integrity in the ADAMS database. In addition, the Nuclear Materials program needs a contractor to input necessary data into various automated systems in order to conduct the Region I Nuclear Materials program. Toward this end, the increase in the level of effort and the methodology for contractor processing documents into ADAMS and data entry is scheduled to be deployed in a single phase beginning in July 2002.

The implementation will include the following activities:

Process the internally and externally generated documents into ADAMS. Combined, these total approximately 25 documents per day. The contractor shall be responsible for performing the Scanning, OCR, Indexing (Profiling), Quality Control, and Distribution Functions.

Input data into three automated systems (Licensing Tracking System (LTS), Inspection Planning System (IPS), and Inspection Report Tracking Systems (IRTS)) with an accuracy rate of 97% error free. Each system's data entry requirements are as follows:

**LTS** - LTS tracks the Nuclear Materials licensing activities. To do so, approximately 40 LTS worksheets are submitted by the technical staff periodically to the Licensing

Assistant Team (LAT) throughout the week. The data on the worksheets should be entered and proofread within 24 hours or less of receipt. Data can be proofread by querying what was entered.

**IPS** - IPS tracks the Nuclear Materials inspection activities. To do so, approximately 50 milestone forms are submitted by the technical staff periodically to LAT throughout the week. The data on the milestone forms should be entered and proofread within 24 hours or less of receipt. Data can be proofread by querying the system or generating a printout.

**IRTS** - IRTS tracks the Nuclear Materials inspection activities also. To do so, approximately 35 milestone forms are submitted by the technical staff periodically to LAT throughout the week. The data on the milestone forms should be entered and proofread within 24 hours or less of receipt. Data can be proofread by querying the system.

In addition, the contractor shall also be responsible for performing receptionist duties in a backup role. This function will comprise of a minimum number of hours as required.

## **2. OBJECTIVE**

The objective of this Statement of Work (SOW) is to outline the NRC requirements for the contractor to process documents into ADAMS and data entry into LTS, IPS, and IRTS.

## **3. SCOPE**



The Contractor shall provide support in the following 8 mandatory Task Areas. Each task is subsequently delineated with subtask requirements.

#### **TASK AREA #1 - DOCUMENT PREPARATION**

The contractor shall prepare documents received in paper format for scanning and shall reassemble the documents after the scanning process has been completed. The contractor shall prepare documents submitted electronically and documents submitted with partial electronic and partial paper files, ensuring that the documents are complete and in the proper order for processing into ADAMS. The contractor shall assemble and forward all documents completed that day to the NRC File Center or appropriate Regional location.

#### **TASK AREA #2 - DOCUMENT SCANNING/IMAGING**

The contractor shall generate Tagged Image File Format (TIFF), or whichever format is required, images from paper documents received for processing. The contractor shall link images with the associated ADAMS profile and the text generated from the scanned image under Task Area #3 Optical Character Recognition (OCR) Text Conversion. During the course of this task, the NRC may direct the contractor to switch from TIFF to a PDF format for the archival storage of images and OCR text.

#### **TASK AREA #3 - OPTICAL CHARACTER RECOGNITION (OCR) TEXT CONVERSION**

The contractor shall use the appropriate software to convert scanned images (TIFF format) into American Standard Code of Information Exchange (ASCII format.) The contractor shall use the automated zoning features (no manual process) contained in NRC provided software to zone images for Optical Character Recognition (OCR) to create searchable text for input into ADAMS.

#### **TASK AREA #4 - DOCUMENT INDEXING/LINKING IMAGE, TEXT, PROFILES**

The contractor shall enter ADAMS profile and security data for both externally and internally generated documents submitted to the RDPC for processing into ADAMS.

A document profile, using the appropriate template, must be completed for every document entered into ADAMS. ADAMS document profiles contain information about the document such as author, title, docket number, availability, etc. The profile provides consistent data fields of information needed to identify, locate, list, and manage documents.

#### **TASK AREA #5 - DOCUMENT DISTRIBUTION**

The contractor shall perform electronic document distribution services. A specified system will be used to distribute electronic notification for specified externally and internally generated documents to NRC program offices. There will remain a requirement to perform paper distribution and filing of some documents, or objects, externally and internally generated.

#### **TASK AREA #6 - USER SUPPORT SERVICES**

The contractor will assist in the review of ADAMS Templates to ensure all appropriate information is incorporated into the RDPC Standard Operating Procedures (SOP) Manual and that the information presented is consistent with NRC policy and guidance related to ADAMS document processing.

#### **TASK AREA #7 - DATA ENTRY**

The contractor shall provide a competent, experienced, and highly qualified person to fulfill the data entry, routine, and ad-hoc report generation, system maintenance (e.g., data editing), and report distribution requirements.

#### **TASK AREA #8 - RECEPTIONIST SUPPORT SERVICES**

The contractor shall provide Receptionist Support Services. This will include relieving the receptionist during breaks, meetings, lunch and periods of absence. This role will be shared among a number of individuals and should consist of infrequent and relatively short periods of time.

#### **4. STATEMENT OF WORK**

The contractor shall furnish the personnel and other services necessary to meet the requirements described in this statement of work. The NRC shall provide space for the contractor. The NRC will also provide system documentation, routine office supplies, maintenance agreements for Government Furnished Equipment (GFE), computer hardware and software, scanner, and appropriate access to automated systems to accomplish the initiatives under this task. It is the contractor's responsibility to remain technically competent with software and equipment used by the NRC. The NRC will provide training for contractor personnel.

### **Travel Requirements**

The contractor shall have no necessity to travel.

### **Personnel Requirements**

The contractor shall provide 2 qualified and competent personnel to perform the tasks and functional activities delineated in this statement of work. One shall be full time (40 hours, 5 days per week). The other shall be part time (24 hours, three days per week, Tuesday, Wednesday, and Thursday). The contractor shall provide a supervisory point of contact for the NRC Project Officer to facilitate the resolution of administrative matters involving personnel. The contractor's personnel shall act in a courteous, responsive, knowledgeable, and professional manner at all times.

### **Personnel Security Requirements**

All contractor personnel working under this task order require an ADP Security Level II Clearance.

### **Hours of Operation and Holiday Schedule**

The contractor personnel shall work government administrative eight (8) hours per day, five (5) days a week. Work will begin at 7:30 a.m. and end at 4:15 p.m. with forty-five (45) unpaid minutes for a lunch break. Any changes to the hours of work shall be approved by the NRC Project Officer. These hours coincide with NRC Region I's business hours. Contractor personnel will be required to complete a sign-in sheet each day posted in the office. A copy of the sign-in sheet shall be presented to the Project Officer at the end of each week.

## **Unavailability of Personnel**

The contractor agrees that personnel may not be removed from the contract work or replaced without compliance with the requirements of this task order.

If one or both of the personnel, for whatever reason, becomes, or is expected to become, unavailable for work under this contract for a continuous period exceeding 30 work days, the contractor shall immediately notify the Contracting Officer, promptly replace the personnel with personnel of at least substantially equal ability and qualifications. In other circumstances, where either of the contractor personnel are absent for a week or more (example: vacation), the contractor shall provide backup support as necessary.

Each request for approval of substitutions must be in writing and contain a detailed explanation of the circumstances necessitating the proposed substitution. The request must also contain a complete resume for the proposed substitute and other information requested or needed by the Contracting Officer to evaluate the proposed substitution. The Contracting Officer or his/her authorized representative shall evaluate the request and promptly notify the contractor of his/her approval or disapproval in writing.

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

## **Contract Deliverables**

The contractor shall ensure that all contract deliverables for each task meet the NRC's requirements, including, but not limited to, the Systems Development and Life Cycle Management Methodology (SDLCM). Section A.4 lists the contract deliverables for each task.

## **Tasks**

### **4.1.1 SUBTASK 1 - STANDARD OPERATING PROCEDURES (SOP)**

The contractor shall follow the Regional Document Processing Center (RDPC) Standard Operating Procedures (SOP) Manual and shall provide trained staff to implement these procedures, utilizing government supplied software and hardware to fulfill requirements identified by the NRC.

### **4.1.2 SUBTASK 2 - QUALITY CONTROL PROCEDURES/QUALITY ASSURANCE**

The contractor shall follow quality control procedures provided in the RDPC SOP Manual for each task, conducting quality assurance inspections at various points throughout the process. These quality assurance inspections shall ensure that all pages are scanned correctly and the image quality is acceptable for viewing in ADAMS; the text file is acceptable for ADAMS term search indexing; data are consistently input into the ADAMS document profile and security fields; RIDS distributions are correct and complete; and ensure that PDF files retain the document integrity of the original native format. The contractor shall be responsible for performing quality control on TIFF and PDF files.

The contractor shall also be responsible for implementing RDPC SOP Manual quality control procedures for internally generated documents. This includes procedures for ensuring that documents submitted by the NRC staff in mixed format consisting of electronic files and paper documents and documents consisting of multiple electronic files are packaged and entered into ADAMS in the order defined by the NRC staff.

### **4.1.3 SUBTASK 3 - NRC REGIONAL DOCUMENT PROCESSING CENTER (RDPC) SOP**

The contractor shall maintain the NRC ADAMS Regional Document Processing Center (RDPC) SOP Manual cited throughout this task modification and make it available in ADAMS. If for whatever reason the RDPC SOP Manual requires modification, the contractor shall submit the proposed changes to the NRC Technical Monitor for review and approval. The contractor shall

update the manual and make it available in ADAMS within thirty (30) days of the NRC Technical Monitor's approval of the change(s) to the process.

#### **4.1.4 SUBTASK 4 - CONTRACTOR STAFF TRAINING**

The contractor shall be trained in-house, utilizing an "on the job" training methodology.

#### **4.1.5 SUBTASK 5 - REPORTING REQUIREMENTS**

The contractor shall maintain and supply accurate reports as directed.

##### **4.1.5.1 DAILY PRODUCTION INDICATORS REPORTS**

The contractor shall provide a Daily Production Indicators Report to the NRC Technical Monitor and other designated NRC staff that gives a full accounting of document handling; and processing statistics for each previous week's task. The information provided in the report shall include, but not be limited to, the number of documents received daily by processing priority (normal or expedited), the number of documents processed daily, the number of accession numbers created daily, and a list of rejected documents and the cause for rejection.

##### **4.1.5.2 MONTHLY PROGRESS REPORTS**

The contractor shall provide a Monthly Progress Report to the NRC Project Officer and other designated NRC staff, by the 15th of each month, that gives a summary of the work performed under the task, including appropriate statistics, for the previous month. The information provided in the report shall include, but not be limited to, a discussion of projected plans, hardware problems, current operational problems and the proposed corrective actions, and analysis of impact on other tasks within the scope of the SOW.

#### **4.2 TASK AREA #2 - RIDS CODE ASSIGNMENT**

The Electronic Regulatory Information Distribution System (e-RIDS) is a subsystem of ADAMS that is used to distribute electronic notification that documents have been processed and are available for viewing in ADAMS. The RIDS interfaces with the GroupWise e-mail message system to send electronic notification to designated recipients, based on the assigned RIDS

and Docket Number (if applicable). The RIDS code used to launch the electronic notification is entered into the appropriate data field during the creation of the ADAMS profile. The contractor shall process documents received in the RDPC in one of the two processing categories, expedited and normal processing. Documents marked expedited shall be processed before documents that receive normal processing. The contractor shall be responsible for coding 25 documents each work day. Documents received in the RDPC by 2:30 p.m. shall be sorted, stamped, counted, recorded, and processed for inclusion in that day's document count. If any documents are not coded on the same day they are received, the contractor shall code these documents first on the following work day. If the contractor meets the 25 production level prior to close of business, and additional documents are available for processing, the contractor shall process as many as possible of the remaining documents during the time remaining on that work day.

In the event that a weekly volume of incoming documents exceeds the 125 weekly requirement, the contractor shall immediately notify the NRC Technical Monitor of the document backlog expected to occur, noting the approximate number of documents. The NRC Technical Monitor shall make a determination on the correct course of action that may be used to reduce the backlog and will provide written direction to the contractor.

#### **4.2.2 SUBTASK #2 - OPERATIONS**

The operations subtask includes document receipt (both paper and electronic), document coding, and quality control.

##### **Work Element 1 - Document Receipt**

The contractor shall track and verify the return of all paper documents provided to the contractor after processing has been completed (i.e., image processing, text processing, indexing and distribution). The contractor shall be responsible for receiving and processing all documents submitted under the NRC "Electronic Information Exchange" initiative in accordance with the RDPC SOP Manual (Will be phased in at a later date).

### **4.3 TASK AREA #3 - DOCUMENT PREPARATION**

The RDPC shall serve as the central control point for document processing.

#### **Work Element 1 - Document Preparation**

The contractor shall prepare documents for scanning by removing all staples, binders, paper clips etc. The document preparation staff shall provide documents to the scanning staff for processing by distribution category. The contractor shall implement procedures to review each document to ensure that all referenced enclosures or attachments are included prior to scanning and shall report any discrepancies to the Task Manager for resolution.

Documents requiring special handling are those that contain sensitive information. The contractor shall handle, mark, protect and transmit documents containing sensitive information in accordance with procedures set forth in NRC Management Directive 12.6 "NRC Unclassified Sensitive Information Security Program."

#### **Work Element 2- Document Recompile/Final Document Disposition**

After completing the scanning and quality control process, the contractor shall restore each document to its original form (assembled in the order in which it was received, stapled where appropriate, placed back in binders as received, etc.). The contractor shall deliver all completed documents to the NRC Regional File Center or appropriate Regional location by COB each day.

### **4.4 TASK AREA #4 - DOCUMENT SCANNING/IMAGING**

#### **Work Element 1 - Scanning/Imaging**

The contractor shall create scanned images (pages) daily from paper documents received in RDPC. Document scanning shall result in a Tagged Image File Format (TIFF) image of the document pages to be linked with the ADAMS document profile and the text generated from the scanned image under Task Area #4. After the image is created, the scanning staff shall provide the image to the text processing staff for processing based on priority. The contractor



shall provide various levels of scanning services. For simple scanning, the contractor will scan a document and send the scanned image (or its location in ADAMS) to the requestor. Normal scanning is performed on paper documents that are received for regular processing. The contractor will scan expedited documents and send the scanned image (or its location in ADAMS) to the requestor within four (4) work hours from time of receipt. Complex scanning services require the contractor to scan portions of a document and package it with electronic portions of the document.

Documents received in the RDPC by 2:30 p.m. shall be sorted, stamped, counted, recorded, and processed for inclusion in that day's document count. Documents received after 2:30 p.m. shall be sorted, stamped, counted and recorded for inclusion in the next day's document count. If there are any documents that are not scanned on the same day they are received, the contractor shall process these documents first on the following work day.

#### **Work Element 2 - Quality Control**

The contractor shall perform a quality control check on all images created to ensure they are acceptable for the OCR text conversion process. Detailed procedures are contained in the RDPC SOP Manual.

### **4.5 TASK AREA #5 - TEXT PROCESSING**

#### **Work Element 1 - Text Conversion**

Images received for text processing shall require conversion into American Standard Code of Information Exchange (ASCII) text. The contractor shall use the automated zoning features (no manual process) contained in NRC provided software to zone images for Optical Character Recognition (OCR) to create searchable text for input into ADAMS. The contractor shall perform text processing in accordance with procedures contained in the RDPC SOP Manual.

The contractor shall convert scanned images (TIFF format) each work day. If any images are not processed on the same day they are received, the contractor shall process these pages first on the following work day. During the course of this task the NRC may direct the contractor to switch from TIFF to PDF file format for image capture.

## **Work Element 2 - Quality Control**

The contractor shall perform a minimum quality control check on the ASCII text after the OCR conversion process has been completed. This quality control check shall be limited to ensuring the general format of the resulting ASCII text is acceptable for use in building the ADAMS term search index. Detailed procedures are contained in the DPC SOP Manual.

## **4.6 TASK AREA #6 - DOCUMENT INDEXING**

### **Work Element 1 - Document Indexing**

ADAMS document indexing involves identifying and entering all information necessary to create ADAMS document profiles and declaring specified documents as Official Agency Records (OARs). This includes all data elements required for document distribution, tracking, and identification. All document indexing shall be performed in accordance with the procedures contained in the RDPC SOP Manual. The contractor shall enter the document profile contents into the database.

### **Work Element 2 - Quality Control**

The contractor shall perform a quality control check after each profile is completed to ensure all completed information is correct. Detailed procedures are contained in the RDPC SOP Manual.

The contractor shall also perform a quality control check on internally generated documents to ensure that documents submitted by the NRC in mixed format consisting of electronic files and paper documents and documents consisting of multiple electronic files are packaged and entered into ADAMS in the order defined by the NRC staff.

## **4.7 TASK AREA #7 - DOCUMENT DISTRIBUTION**

### **Work Element 1 - Document Distribution**

There are two processing categories established; expedited, which requires that processing be completed within three (3) to six (6) work hours of receipt in the RDPC, and normal which

requires that processing be completed within eight (8) work hours of pick up from receipt in the RDPC.

## **Work Element 2 - Quality Control**

The contractor shall review each e-RIDS notification to ensure that the distribution codes and docket numbers are correct and that manual adjustments to the distribution list have been made when appropriate.

## **4.8 TASK AREA #8 - DATA ENTRY**

The contractor's personnel shall be responsible for setting up their individual schedules in order to perform the data entry duties described in the chart entitled, "Region I Data Entry Duties" in Attachment 2.

## **5. INCENTIVES**

The incentives for this contract will be as the contractor performs well, NRC will exercise subsequent options.

## **6. PERSONNEL REQUIREMENTS**

- 1 Computer Document Scanning Technician/Receptionist
- 1 Data Entry Technician

## **7. REGION 1 DATA ENTRY DUTIES**

TASK	SYSTEM USED	DOCUMENTATION	BRIEF DESCRIPTION OF SYSTEM AND DUTY
Licensing Tracking System (LTS)	NRCVM2 on the 9370 housed in HQ	LTS PLDB Users Guide  (System No. 1266 dtd 1990)	LTS tracks the Nuclear Materials licensing activities. To do so, approximately 40 LTS worksheets are submitted by the technical staff periodically to the Licensing Assistant Team (LAT) throughout the week. The data on the worksheets should be entered and proofread within 24 hours or less of receipt. Data can be proofread by querying what was entered. Accuracy rate should be 97% error free.

Inspection Planning System (IPS)	DB2 under TSO housed at NIH	Region I Materials IPS Users Manual (System No. 1205 dated 1996)	IPS tracks the Nuclear Materials inspection activities. To do so, approximately 50 milestone forms are submitted by the technical staff periodically to LAT throughout the week. The data on the milestone forms should be entered and proofread within 24 hours or less of receipt. Data can be proofread by querying the system or generating a printout. Accuracy rate should be 97% error free.
Inspection Report Tracking System (IRTS)	RPS housed on Region/H Q Servers		IRTS tracks the Nuclear Materials inspection activities also. To do so, approximately 35 milestone forms are submitted by the technical staff periodically to LAT throughout the week. The data on the milestone forms should be entered and proofread within 24 hours or less of receipt. Data can be proofread by querying the system.
RJE Printer		Manufacturer Manuals	Maintain paper & ribbon supply. Check for paper jams, etc. Remote printouts, separate, and hold for staff pick-up.

## **B.4 DELIVERABLES**

### **TASK AREA #1 - PROJECT MANAGEMENT**

<b>Deliverable</b>	<b>Copies</b>	<b>Delivery Requirement</b>	<b>Deliver To:</b>
Daily Production Indicators Report	2	Each Morning by 10:00 am	NRC Technical Monitor
Monthly Progress Report	1- CO 2- NRC PO	15 <sup>th</sup> of Each Month (for previous month)	NRC Contracting Officer (CO) and NRC Project Officer (PO)

All correspondence and reports related to the contract, inclusive of the deliverables, shall be delivered to the CO and PO at the following locations:

(1)

Nuclear Regulatory Commission

ATTN.: Contracting Officer: Donald King

Mail Stop: T7 I 2

NRC Contract No.: NRC-28-02-281

SBA No. #: 0303-02-205061

Washington, D.C. 20555-0001

(2)

Nuclear Regulatory Commission

ATTN: Project Officer: Louis Manning III

NRC Contract No.: NRC-28-02-281

SBA No. #: 0303-02-205061

475 Allendale Road

King of Prussia, PA 19406-1415

**B.5 DURATION OF CONTRACT PERIOD (MAR 1987) ALTERNATE 2  
(MAR 1987)**

This task order shall commence upon after award and will expire after twelve months. The term of this contract may be extended at the option of the Government for an additional four (4) twelve (12) month option periods.

## SECTION C - CONTRACT CLAUSES

### C.1 52.212-4 CONTRACT TERMS AND CONDITIONS-COMMERCIAL ITEMS.

As prescribed in 12.301(b)(3), insert the following clause:

#### Contract Terms and Conditions-Commercial Items (Feb 2002)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights-

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

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

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

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

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

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

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

(g) Invoice.

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

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

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

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

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

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

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

(i) Payment. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and OMB prompt payment regulations at 5 CFR part 1315. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

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

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

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



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

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

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

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

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

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

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

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

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

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
- (3) The clause at 52.212-5.
- (4) Addenda to this solicitation or contract, including any license

agreements for computer software.

- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The Standard Form 1449.
- (8) Other documents, exhibits, and attachments.
- (9) The specification.

(End of clause)

## C.2 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

WWW:NRC.GOV

52.217-8	OPTION TO EXTEND SERVICES	NOV 1999
52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	JUL 1996
52.228-5	INSURANCE--WORK ON A GOVERNMENT	JAN 1997

INSTALLATION

## C.3 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 by the contractor of any classified matter is required after the completion or termination of the contract and the retention is approved by the contracting officer, the contractor shall complete a certificate of possession to be furnished to the Commission specifying the classified matter to be retained. The certification must identify the items and types or categories of matter retained, the conditions governing the

retention of the matter and their period of retention, if known. If the retention is approved by the contracting officer, the security provisions of the contract continue to be applicable to the matter retained.

(c) In connection with the performance of the work under this contract, the contractor may be furnished, or may develop or acquire, 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.4 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.5 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.6 2052.215-71 PROJECT OFFICER AUTHORITY

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

Name: Louis Manning

Address: U. S. Nuclear Regulatory Commission  
Region 1  
475 Allendale Road  
King of Prussia, PA 19406-1415

Telephone Number: (610) 337-5044

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

(5) Immediately notify the 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.7 LEGAL HOLIDAYS

The following Federal legal holidays are observed under this contract.

New Year's Day  
Martin Luther King's Birthday  
President's Day  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veterans Day  
Thanksgiving  
Christmas Day

1 January  
Third Monday in January  
Third Monday in February  
Last Monday in May  
4 July  
First Monday in September  
Second Monday in October  
11 November  
Fourth Thursday in November  
25 December

## C.8 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)).

[X] (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).

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

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

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

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

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

[X] (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).

[X] (19)(i) 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).

[X] (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).

[X] (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.]

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

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

[X] (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.9 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.10 52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through twelve months.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

#### C.11 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than n/a, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of n/a;

(2) Any order for a combination of items in excess of n/a;

(3) A series of orders from the same ordering office within 7 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) above.

(c) If this is a requirements contract (i.e., includes the

Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 7 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

## **C.12 52.216-21 REQUIREMENTS (OCT 1995) ALTERNATE I (APR 1984)**

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) The estimated quantities are not the total requirements of the Government activity specified in the Schedule, but are estimates of requirements in excess of the quantities that the activity may itself furnish within its own capabilities. Except as this contract otherwise provides, the Government shall order from the Contractor all of that activity's requirements for supplies and services specified in the Schedule that exceed the quantities that the activity may itself furnish within its own capabilities.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the expiration date.

### **C.13 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor within 60 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days 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 five years.

### **C.14 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 1. 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.15 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.16 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 1-151) or must present other evidence from the Immigration and Naturalization Service (INS) that employment will not affect his/her immigration status. The INS Office of Business Information (OBI) 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 at <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, equipment/services, and/or take any number of contract administrative actions (e.g., suspension, termination for cause) should the Contractor violate the Contractor's responsibilities under this clause.

(End of Clause)

### C.17 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 subcontract identified in the contract or delivery order. Government furnished IT equipment, or IT access may include but is not limited to computers, copiers, facsimile machines, modems, 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 to perform the necessary efforts required under the contract. The contractor (including the contractor's employees, consultants and subcontractors) are prohibited from engaging in 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 is 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 access arising from contractor personal usage, or misuse or abuse; and/ or to disallow payments associated with contractor (including the contractor's employees, consultant and subcontractors) personal usage, misuses or abuses of IT equipment, IT services and/ or access; and/ or to terminate for cause the contract or delivery order arising from violation of this provision.

(End of Clause)

**SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS****D.1 LIST OF ATTACHMENTS**

ATTACHMENT NUMBER	TITLE
1	SF3881, Payment Information Form ACH Vendor Payment System
2	Billing Instructions for Fixed-Price Contracts
3	Contract Security and/or Classification Requirement - NRC Form 187

# ACH VENDOR/MISCELLANEOUS PAYMENT ENROLLMENT FORM

OMB No. 1510-0056  
Expiration Date 06/30/93

This form is used for Automated Clearing House (ACH) payments with an addendum record that contains payment-related information processed through the Vendor Express Program. Recipients of these payments should bring this information to the attention of their financial institution when presenting this form for completion.

## PRIVACY ACT STATEMENT

The following information is provided to comply with the Privacy Act of 1974 (P.L. 93-579). All information collected on this form is required under the provisions of 31 U.S.C. 3322 and 31 CFR 210. This information will be used by the Treasury Department to transmit payment data, by electronic means, to vendor's financial institution. Failure to provide the requested information may delay or prevent the receipt of payments through the Automated Clearing House Payment System.

## AGENCY INFORMATION

FEDERAL PROGRAM AGENCY

U.S. NUCLEAR REGULATORY COMMISSION

AGENCY IDENTIFIER  
NRC

AGENCY LOCATION CODE (ALC)  
31000001

ACH FORMAT:  
☐ CCD+ ☐ CTX ☐ CTP

ADDRESS

DIVISION OF ACCOUNTING AND FINANCE, MAIL STOP T-9 H4

WASHINGTON, DC 20555-0001

CONTACT PERSON NAME

FINANCIAL OPERATIONS SECTION

TELEPHONE NUMBER

( 301 ) 415-7520

## PAYEE/COMPANY INFORMATION

NAME

ADEPT CONSULTING SERVICES, INC

SSN NO. OR TAXPAYER ID NO.

23-2773846

ADDRESS

408 W. MAIN STREET; SUITE A

LANSDALE, PA. 19446

CONTACT PERSON NAME:

KIRIT D. MEHTA

TELEPHONE NUMBER:

( 215 ) 855-3610 x 101

## FINANCIAL INSTITUTION INFORMATION

NAME

HARLEYSVILLE NATIONAL BANK & TRUST CO.

ADDRESS

483 MAIN STREET

HARLEYSVILLE PA 19438

ACH COORDINATOR NAME:

KAREN BORNEMAN

TELEPHONE NUMBER:

( 215 ) 256-8851 EXT. 1243

NINE-DIGIT ROUTING TRANSIT NUMBER:

031911812

DEPOSITOR ACCOUNT TITLE:

ADEPT CONSULTING SERVICES INC

DEPOSITOR ACCOUNT NUMBER:

071738699

LOCK BOX NUMBER:

ACH FORMAT:

☒ CHECKING

☐ SAVINGS

☐ LOCK BOX

SIGNATURE AND TITLE OF AUTHORIZED OFFICIAL:

*Jan Dillalogue* Customer Service Rep

TELEPHONE NUMBER:

( 215 ) 362-7836

### **Instructions for Completing SF 3881 Form**

1. **Agency Information Section** — Federal agency prints or types the name and address of the Federal program agency originating the vendor/miscellaneous payment, agency identifier, agency location code, contact person name and telephone number of the agency. Also, the appropriate box for ACH format is checked.
2. **Payee/Company Information Section** — Payee prints or types the name of the payee/company and address that will receive ACH vendor/miscellaneous payments, social security or taxpayer ID number, and contact person name and telephone number of the payee/company. Payee also verifies depositor account number, account title, and type of account entered by your financial institution in the Financial Institution Information Section.
3. **Financial Institution Information Section** — Financial institution prints or types the name and address of the payee/company's financial institution who will receive the ACH payment, ACH coordinator name and telephone number, nine-digit routing transit number, depositor (payee/company) account title and account number. Also, the box for type of account is checked, and the signature, title, and telephone number of the appropriate financial institution official are included.

### **Burden Estimate Statement**

The estimated average burden associated with this collection of information is 15 minutes per respondent or recordkeeper, depending on individual circumstances. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Financial Management Service, Facilities Management Division, Property and Supply Branch, Room B-101, 3700 East West Highway, Hyattsville, MD 20782 and the Office of Management and Budget, Paperwork Reduction Project (1510-0056), Washington, DC 20503.

**BILLING INSTRUCTIONS FOR  
FIXED PRICE CONTRACTS**

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

**Form:** Claims shall be submitted on the payee's letterhead, voucher/invoices, or on the Government's Standard Form 1034, "Public Voucher for Purchases and Services Other than Personal," and Standard Form 1035, "Public Voucher for Purchases Other than Personal--Continuation Sheet." These forms are available from the U.S. Government Printing Office, 710 North Capitol Street, Washington, DC 20401.

**Number of Copies:** An original and three copies shall be submitted. Failure to submit all the required copies will result in rejection of the voucher/invoice as improper.

**Designated Agency Billing Office:** Vouchers/Invoices shall be submitted to the following address:

U.S. Nuclear Regulatory Commission  
Division of Contracts - T 7-I-2  
Washington, DC 20555-0001

A copy of any invoice which includes a purchase of property valued at the time of purchase at \$5000 or more, shall additionally be sent to:

Chief, Property Management Branch  
Division of Facilities and Property Management  
Mail Stop - T-7-D-27  
Washington, DC 20555-0001

**(BILLING INSTRUCTIONS FOR FIXED PRICE CONTRACTS - Page 2 of 3)**

**HAND-DELIVERY OF VOUCHERS/INVOICES IS DISCOURAGED AND WILL NOT EXPEDITE PROCESSING BY THE NRC.** However, should you choose to deliver vouchers/invoices by hand, including delivery by any express mail service or special delivery service which uses a courier or other person to deliver the vouchers/invoices in person to the NRC, such vouchers/invoices must be addressed to the above Designated Agency Billing Office and will only be accepted at the following location:

U.S. Nuclear Regulatory Commission  
One White Flint North - Mail Room  
11555 Rockville Pike  
Rockville, MD 20852

**HAND-CARRIED SUBMISSIONS WILL NOT BE ACCEPTED AT OTHER THAN THE ABOVE ADDRESS**

Note that the official receipt date for hand-delivered vouchers/invoices will be the date it is received by the official agency billing office in the Division of Contracts.

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

Frequency: The contractor shall submit a voucher or invoice only after the NRC's final acceptance of services rendered or products delivered in performance of the contract unless otherwise specified in the contract.

Preparation and Itemization of the Voucher/Invoice: The voucher/invoice shall be prepared in ink or by typewriter (without strike-overs). Corrections or erasures must be initialed. To be considered a proper voucher/invoice, all of the following elements must be included:

1. Contract number.
2. Sequential voucher/invoice number.
3. Date of voucher/invoice.

**(BILLING INSTRUCTIONS FOR FIXED PRICE CONTRACTS - Page 3 of 3)**

4. Payee's name and address. (Show the name of the contractor and its correct address. In addition, when an assignment of funds has been made by the contractor, or a different payee has been designated, include the name and address of the payee). Indicate the name and telephone number of the individual responsible for answering questions which the NRC may have regarding the voucher/invoice.
5. Description of articles or services, quantity, unit price, and total amount.
6. For contractor acquired property list each item purchased costing \$50,000 or more and having a life expectancy of more than 1 year and provide: (1) an item description, (2) manufacturer, (3) model number, (4) serial number, (5) acquisition cost, (6) date of purchase, and (7) a copy of the purchasing document.
7. Weight and zone of shipment, if shipped by parcel post.
8. Charges for freight or express shipments. Attach prepaid bill if shipped by freight or express.
9. Instructions to consignee to notify the Contracting Officer of receipt of shipment.
10. For Indefinite Delivery contracts or contracts under which progress payments are authorized, the final voucher/invoice shall be marked "FINAL VOUCHER" OR "FINAL INVOICE."

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

**Supersession:** These instructions supersede any previous billing instructions.

R:\BILLING.396



**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**

CONTRACTOR NAME AND ADDRESS

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

B PROJECTED  
START DATE

08/07/2002

C PROJECTED  
COMPLETION DATE

08/06/2007

**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**

DOES NOT APPLY



B CONTRACT NUMBER

NRC-28-97-206

DATE

07/06/2002

PROJECT TITLE AND OTHER IDENTIFYING INFORMATION

**Data Entry, Scanning, Receptionist, and ADAMS Support Services**  
**Job Code: E9102**

**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

SECRET

CONFIDENTIAL

RESTRICTED DATA

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 (See remarks, p. 2)

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

NAME AND TITLE	SIGNATURE	DATE
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### 7. CLASSIFICATION GUIDANCE

DESCRIPTION OF CLASSIFIED GUIDANCE IDENTIFICATION OF CLASSIFICATION GUIDES

N/A

### 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

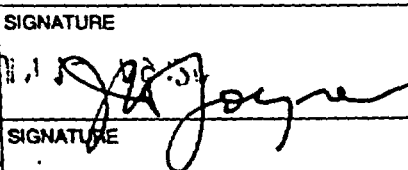
N/A

### 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 James H. Joyner, Dir. Div. of Resource Mgt.; Reg. I		06/11/2012
B. DIRECTOR, DIVISION OF FACILITIES AND SECURITY	SIGNATURE	DATE
C. DIRECTOR, DIVISION OF CONTRACTS AND PROPERTY MANAGEMENT (Not applicable to DOE agreements)	SIGNATURE	DATE

REMARKS

5. F. Unescorted access is required to NRC Region I Office