

ORDER FOR SUPPLIES OR SERVICES

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

BPA NO.

1. DATE OF ORDER 12-15-2004	2. CONTRACT NO. (if any) GS-23F-0094M	6 SHIP TO	
3. ORDER NO. DR-07-04-147	MODIFICATION NO.	4. REQUISITION/REFERENCE NO. NSIR-04-147	
5. ISSUING OFFICE (Address correspondence to) U.S. Nuclear Regulatory Commission Div of Contracts Two White Flint North - MS T-7-I-2 Washington, DC 20555		6. NAME OF CONSIGNEE U.S. Nuclear Regulatory Commission	
		b. STREET ADDRESS Office of Nuclear Security and Incident Reponse, 11545 Rockville Pike	
		c. CITY Rockville	e. ZIP CODE 20852
		d. STATE MD	

7. TO:	f. SHIP VIA
a. NAME OF CONTRACTOR Maslow Media Group, Inc.	8. TYPE OF ORDER

b. COMPANY NAME Maslow Media Group, Inc.	<input type="checkbox"/> a. PURCHASE ORDER	<input checked="" type="checkbox"/> b. DELIVERY/TASK ORDER
c. STREET ADDRESS 2134 Wisconsin Ave. NW	Reference your _____ Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.	
d. CITY Washington	e. STATE DC	f. ZIP CODE 20007-2231
Except for billing instructions on the reverse, this delivery/task order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.		

9. ACCOUNTING AND APPROPRIATION DATA 31X0200 41115131398 R1138 252A \$196,217.04 (P)	\$196,217.04
10. REQUISITIONING OFFICE Office of Nuclear Security & Incident Re	

11. BUSINESS CLASSIFICATION (Check appropriate box(es))			
<input checked="" type="checkbox"/> a. SMALL	<input type="checkbox"/> b. OTHER THAN SMALL	<input type="checkbox"/> c. DISADVANTAGED	<input checked="" type="checkbox"/> d. WOMEN-OWNED

12. F.O.B. POINT Destination	14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE see SOW	16. DISCOUNT TERMS net 30
FOR INFORMATION CALL: (No collect calls)			

13. PLACE OF	Stephen Pool 301-415-8168
a. INSPECTION destination	b. ACCEPTANCE destination

17. SCHEDULE (See reverse for Rejections) See CONTINUATION Page

ITEM NO. (A)	SUPPLIES OR SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
0001	Estimated Labor for performance of the work in the attached SOW. The contractor shall bill and be reimbursed monthly using the GSA fixed labor rates set forth in its proposal dated 11/13/03. A 5% holdback on this line item shall be maintained by the government until successful completion of the project.	1	EST	150,413.04	\$150,413.04	
0002	Estimated materials and miscellaneous expenses including subcontracts to be billed and reimbursed at actual cost plus 20% G&A markup.				\$33,600.00	
0003	Estimated travel to be billed and reimbursed per Fed Travel Regulations and NRCAR 2052.215-78 plus a 20% G&A markup.				\$12,204.00	

	18. SHIPPING POINT	19. GROSS SHIPPING WEIGHT	20. INVOICE NO.	\$196,217.04	SUBTOTAL	
SEE BILLING INSTRUCTIONS ON REVERSE	21. MAIL INVOICE TO:					
	a. NAME U.S. Nuclear Regulatory Commission Division of Contracts MS T-7-I-2					17(h) TOTAL (Cont. pages)
	b. STREET ADDRESS (or P.O. Box) Attn: (insert contract or order number)					17(i). GRAND TOTAL
	c. CITY Washington	d. STATE DC	e. ZIP CODE 20555	196,217.04		

22. UNITED STATES OF AMERICA BY (Signature) 	23. NAME (Typed) Stephen M. Pool TITLE: CONTRACTING/ORDERING OFFICER
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**ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION**

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER 12-15-2004	CONTRACT NO. GS-23F-0094M	ORDER NO. DR-07-04-147
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ITEM NO. (A)	SUPPLIES OR SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	<p>By signing below Maslow Media agrees to the terms and conditions of this delivery order including the clauses hereto attached and by reference and the attached Statement of Work.</p> <p>ACCEPTED: <i>Judd Maslow</i></p> <hr/> <p>Name</p> <p>Date <u>12/14/03</u></p> <p>Title <u>CEO</u></p>					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

Statement of Work for NRC Video Concerning the Status of Security at Nuclear Power Plants

WORK REQUIREMENTS

The U.S. Nuclear Regulatory Commission (NRC) seeks a full-service production company to write and produce a 20 - 30 minute video concerning the status of security at nuclear power plants in America. The video will contain some classified information (likely no higher than the Secret level) so national security clearances (and an appropriate facility clearance) will be required of all those participating in the project. It is important that the video combine facts and tone in a package that provide the viewer with the enhancements in the state of nuclear security since September 11, 2001, without appearing to be a promotional production.

The video will be documentary in nature; an interview format will not be used. The video will not be promotional in nature, but will show physical structures, systems, and personnel at work, and describe the multi-faceted approach to security at nuclear power plants. To the extent possible, existing video should be used by the contractor and incorporated into the finished product. Such existing video should include material from a video recently produced by Sandia National Laboratories concerning vulnerability assessments at nuclear power plants. The contractor should also make use of existing film/video from the NRC library, film/video provided by the NRC to the Nuclear Energy Institute for a recent film produced by that organization, and/or film/video produced by other Federal government contractors, including some with classified information.

Although this video will include some classified information, it shall be written so that two additional videos could be crafted from future editing, one at the Safeguards Information level and one that has no sensitive information and can be released to the public.

AUDIENCE

Due to the sensitive nature of the information in this video, the audience will be limited. Principal viewers will be members of Congress and upper management in Federal departments and agencies. The video may be shown to cleared members of the nuclear industry. The Office of Nuclear Security and Incident Response (NSIR) is responsible for the video and will be the principal custodian of the finished product.

PERIOD OF PERFORMANCE

The project is to be completed within three months from the date the contract is awarded. This includes completion of all concept development, storyboards, script revision, shooting and production of the final video. NRC will provide a preliminary storyboard as a starting point for the contractor's development of a more detailed storyboard and script.

OVERVIEW

The contractor shall prepare the script subject to NRC approval, produce, direct, and videotape any needed footage and perform all editing to complete the video. All copies of the video and all materials used in its production that are determined to contain classified or other sensitive

material will be turned over to NRC.

RESOURCES / MATERIALS PROVIDED BY THE CONTRACTOR

The contractor shall develop any artwork or graphics to be used in the video. With the NRC's approval, stock footage may be used from the NRC or other source. The contractor shall obtain any releases, copyrights, waivers and other legal documents required if this stock footage is used.

The contractor shall hire a helicopter and pilot to produce aerial photographs and video at up to two nuclear power plants. Prior to contact with the helicopter contractor or pilot, the contractor will obtain approval of the rental and overflights of nuclear power plants from the NRC Project Officer.

RESOURCES / MATERIALS PROVIDED BY THE NRC

The NRC will provide a preliminary storyboard, technical staff resources for background information, and access to facilities and individuals who will speak in the video. The NRC will select the sites that will be used for filming and provide access necessary to capture certain footage. The NRC will provide a suitable space at its HQ facility in Rockville, MD for the contractor to use for performance of this contract.

DELIVERABLES

The contractor shall deliver the completed videos within three months from the date of contract award. The following items making up the final product shall be delivered to the NRC Project Officer in accordance with the agreed upon scheduled (described in each item below):

Phase:

1. A detailed work plan and schedule for completing the project. (Award + 2 weeks)
2. Final script (based on storyboard written by NRC) (Award + 4 weeks)
3. First cut, unedited master videotape (Award + 8 weeks)
4. One edited, high-quality master videotape (Award + 10 weeks)
5. 10 copies of the final completed version of the videotape (Award + 12 weeks)

All raw footage shall become the property of the NRC and shall be furnished to NRC upon completion of the project.

REVIEWS AND APPROVALS

All deliverables will be reviewed and approved by the NRC Project Officer. Once the script is finalized (based on the draft provided by the NRC staff), and during the videotaping and editing process, the contractor shall make changes when requested by the NRC Project Officer. The final script will be approved by the NRC Project Officer before videotaping begins.

INSPECTION AND ACCEPTANCE

NRC's inspection and acceptance of final deliverables will be based on the quality of the videotape's image and sound which shall meet broadcast quality standards. Should the

master videotape not meet broadcast quality standards, the contractor shall bring the rejected product up to acceptable standards in consultation with the NRC within the contract period of performance at no extra cost to the government.

MEETINGS AND RELEVANT TRAVEL REQUIREMENTS

A meeting will be required with the contractor (including producer, director, screenwriter, and other key staff) shortly after contract award to discuss pre-production planning. Additional meetings will be required for each production deliverable with the NRC Project Officer at NRC headquarters, Rockville, Maryland. These meetings will be in connection with the pre-production planning, final script approval, production, and post-production activities.

There will be travel required in the completion of this video that will likely include the director and filming crew. There will be up to two trips to nuclear power plants filming at each of these sites is likely to require up to three days on-site. A helicopter will be required to provide aerial film of these facilities. Other travel will be limited to the meetings in Rockville, Maryland.

PERSONNEL REQUIRED

The contractor shall provide sufficient qualified personnel with current national security clearances to complete the required videotape on schedule. Personnel should include, but not necessarily be limited to, producer, director, scriptwriter, videographer, graphics artist, on- and off-line editors and other production crew as the contractor deems necessary.

REQUIREMENTS FOR THE CONTRACTOR

1. Personnel clearance. All contract personnel working on this project must have current national security clearances, at least to the Secret level. This would include the producer, editor, videographer, lighting technician, audio technician, and all other support staff who will have access to the information contained in the video. A facility clearance must also be approved by the NRC prior to contract award.
2. Personnel availability. All contract personnel assigned to this project must be available immediately.
3. Resources. The contractor must be able to provide all support and resources specified in this SOW, including technical and clerical support, aerial photography, and other professional support.
4. Copies of previously produced videos shall be submitted to the NRC for review.

NRC PROJECT OFFICER

Richard P. Rosano, Team Leader, Communications Team; 301-415-7118

TASK ORDER TERMS AND CONDITIONS

NOT SPECIFIED IN THE CONTRACT

A.1 CONSIDERATION AND OBLIGATION (JUN 1988)

(a) The total estimated dollar amount of this contract for full performance is \$196,217.04. This amount of \$196,217.04 is a NOT-TO-EXCEED contract ceiling. The contractor will not be reimbursed for costs incurred in excess of this ceiling without prior approval of the NRC Contracting Officer.

(b) The amount presently obligated with respect to this contract is \$196,217.04. 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.

**A.2 RIGHTS IN DATA - SPECIAL WORKS (FAR 52.227-17)
(JUN 1987)****(a) Definitions.**

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

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

(b) Allocation of rights. (1) The Government shall have -

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

(ii) The right to limit exercise of claim to copyright in data first produced in the performance of this contract, and to obtain assignment of copyright in such data, in accordance with subparagraph (c)(1) of this clause.

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

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

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

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

(ii) If the Government desires to obtain copyright in data first produced in the performance of this contract and permission has not been granted as set forth in subdivision (c)(1)(i) of this clause, the Contracting Officer may direct the Contractor to establish, or authorize the establishment of, claim to copyright in such data and to assign, or obtain the assignment of, such copyright to the Government or its designated assignee.

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

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

(e) Indemnity. The Contractor shall indemnify the Government and its officers, agents, and employees acting for the Government against any liability, including costs and expenses, incurred as the result of the violation of trade secrets, copyrights, or right of privacy or publicity, arising out of the creation, delivery, publication, or use of any data furnished under this contract; or any libelous or other unlawful matter contained in such data. The provisions of this paragraph do not apply unless the Government provides notice to the Contractor as soon as practicable of any claim or suit, affords the Contractor an opportunity under applicable laws, rules, or regulations to participate in the defense thereof, and obtains the Contractor's consent to the settlement of any suit or claim other than as required by final decree of a court of competent jurisdiction; nor do these provisions apply to material furnished to the Contractor by the Government and incorporated in data to which this clause applies.

A.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.

A.4. FOREIGN OWNERSHIP, CONTROL, OR INFLUENCE OVER CONTRACTOR

(a) For purposes of this clause, a foreign interest is defined as any of the following:

(1) A foreign government or foreign government agency;

(2) Any form of business enterprise organized under the laws of any country other than the United States or its possessions;

(3) Any form of business enterprise organized or incorporated under the laws of the U.S., or a State or other jurisdiction within the U.S., which is owned, controlled, or influenced by a foreign government, agency, firm, corporation or person;
or

(4) Any person who is not a U.S. citizen.

(b) Foreign ownership, control, or influence (FOCI) may be present where the degree of ownership, control, or influence over a contractor by a foreign interest is such that a reasonable basis exists for concluding that the compromise or unauthorized disclosure of classified information may occur.

(c) For purposes of this clause, subcontractor means any subcontractor at any tier and the term "contracting officer" shall mean NRC contracting officer. When this clause is included in a subcontract, the term "contractor" shall mean subcontractor and the term "contract" shall mean subcontract.

(d) The contractor shall immediately provide the contracting officer written notice of any changes in the extent and nature of FOCI over the contractor which would affect the answers to the questions presented in DD Form 441S, "Certificate Pertaining to Foreign Interest". Further, notice of changes in ownership or control which are required to be reported to the Securities and Exchange Commission, the Federal Trade Commission, or the Department of Justice shall also be furnished concurrently to the contracting officer.

(e) In those cases where a contractor has changes involving FOCI, the NRC must determine whether the changes will pose an undue risk to the common defense and security. In making this determination, the contracting officer shall consider proposals made by the contractor to avoid or mitigate foreign influences.

(f) The contractor agrees to insert terms that conform substantially to the language of this clause including this paragraph (g) in all subcontracts under this contract that will require access to classified information. Additionally, the contractor shall require such subcontractors to submit completed information required on the DD Form 441 form prior to award of a subcontract. Information to be provided by a subcontractor pursuant to this clause may be submitted directly to the contracting officer.

(g) Information submitted by the contractor or any affected subcontractor as required pursuant to this clause shall be treated by NRC to the extent permitted by law, as business or financial information submitted in confidence to be used solely for purposes of evaluating FOCI.

(h) The requirements of this clause are in addition to the requirement that a contractor obtain and retain the security clearances required by the contract. This clause shall not operate as a limitation on NRC's rights, including its rights to terminate this contract.

(i) The contracting officer may terminate this contract for default either if the contractor fails to meet obligations imposed by this clause, e.g., provide the information required by this clause, comply with the contracting officer's instructions about safeguarding classified information, or make this clause applicable to subcontractors, or if, in the contracting officer's judgment, the contractor creates a FOCI situation in order to avoid performance or a termination for default. The contracting officer may terminate this contract for convenience if the contractor becomes subject to FOCI and for reasons

other than avoidance of performance of the contract, cannot, or chooses not to, avoid or mitigate the FOCI problem.

A.5 SECURITY REQUIREMENTS FOR SECURITY CLEARANCES

The proposer/contractor must identify all individuals and propose the type of security clearance required for each, using the following guidance. The NRC sponsoring office shall make the final determination of the type of security clearance is required for all individuals working under this contract.

A.6 CONTRACTOR SECURITY REQUIREMENTS FOR "L" SECURITY CLEARANCE

Performance under this delivery order will involve prime contractor personnel, subcontractors or others who perform services require an 'L' security clearance in order to have access to classified information.

Such contractor personnel shall be subject to the NRC contractor personnel security requirements of NRC Management Directive (MD) 12.3, Part I and 10 CFR Part 10.11, which is hereby incorporated by reference and made a part of this delivery order as though fully set forth herein, and will require a favorably adjudicated Limited Background Investigation (LBI) within the last five years. Clearance may be granted based on reciprocity from other U.S. federal agencies.

A contractor employee will not have access to classified information until he/she is granted a security clearance by the Security Branch, Division of Facilities and Security (SB/DFS), based on a favorably adjudicated LBI in accordance with the procedures found in NRC MD 12.3, Part I. In the event the individual's investigation cannot be favorably adjudicated, the individual's interim approval could possibly be revoked and the individual could be removed from the contract. The individual will be subject to a reinvestigation every 10 years.

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 SB/DFS for review and submission to the Office of Personnel Management for investigation. The individual may not work under this contract until SB has granted them the appropriate security clearance, read, understand, and sign the SF 312, 'Classified Information Nondisclosure Agreement.' The contractor shall assure that all forms are accurate, complete, and legible (except for Part 2 of the questionnaire, which is required to be completed in private and submitted by the individual to the contractor in a sealed envelope), as set forth in MD 12.3. Based on SB review of the applicant's investigation, the individual may be denied his/her security clearance in accordance with the due process procedures set forth in MD 12.3 Exhibit 1, E. O. 12968, and 10 CFR Part 10.11.

In accordance with NRCAR 2052.204-70 "L" cleared 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 classified information; 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.

(End of Clause)

A.7 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.

A.8 COMPLIANCE WITH U.S. IMMIGRATION LAWS AND REGULATIONS

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

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

(End of Clause)

A.9 2052.215-70 KEY PERSONNEL (JAN 1993)

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

Paul Joseph Wimmer
Eric Greenville Temple
John Butz

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

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

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

(d) If the contracting officer determines that suitable and timely replacement of key personnel who have been

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

A.10 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: Richard Rosano
Address: U.S. N.R.C.
Office of Nuclear Security
and Incident Response
Washington, DC 20555
Telephone Number: 301-415-7118

(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.

A.11 2052.215-78 TRAVEL APPROVALS AND REIMBURSEMENT -ALTERNATE 1 (OCT 1999)

(a) Total expenditure for travel may not exceed \$12,204 without the prior approval of the contracting officer.

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

(c) The contractor will be reimbursed only for those travel costs incurred that are directly related to this contract and which are allowable subject to the limitations prescribed in FAR 31.205-46. (d) It is the responsibility of the contractor to notify the contracting officer in accordance with the FAR Limitations of Cost clause of this contract when, at any time, the contractor learns that travel expenses will cause the contractor to exceed the travel ceiling amount identified in paragraph (a) of this clause.

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

A.12 DISSEMINATION OF AND PRIVATE USE OF CONTRACT INFORMATION

Except as specifically authorized by the NRC Project Officer, information and other data developed or acquired by or furnished to the contractor in the performance of this delivery order shall be used only in connection with work under this contract and shall not be disclosed to the public or to entities not a party to this delivery order. The contractor shall not disclose the existence of this purchase order to the public or to entities not a party to this delivery order.

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

CONTRACT SECURITY AND/OR CLASSIFICATION REQUIREMENTS

COMPLETE CLASSIFIED ITEMS BY SEPARATE CORRESPONDENCE

1. CONTRACTOR NAME AND ADDRESS

Maslow Media Group, Inc.
2134 Wisconsin Ave., NW
Washington, DC 20007-2331

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

DR-07-04-147

B. PROJECTED START DATE

C. PROJECTED COMPLETION DATE

12-15-2003

3-31-2004

2. TYPE OF SUBMISSION

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

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

A. DOES NOT APPLY



B. CONTRACT NUMBER

DATE

4. PROJECT TITLE AND OTHER IDENTIFYING INFORMATION

Security of Nuclear Power Plants

5. PERFORMANCE WILL REQUIRE

A. ACCESS TO CLASSIFIED MATTER OR CLASSIFIED INFORMATION

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

NOT APPLICABLE

NATIONAL SECURITY

RESTRICTED DATA

SECRET

CONFIDENTIAL

SECRET

CONFIDENTIAL

1. ACCESS TO FOREIGN INTELLIGENCE INFORMATION



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



3. GENERATION OF CLASSIFIED MATTER.



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



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



6. CLASSIFIED USE OF AN INFORMATION TECHNOLOGY PROCESSING SYSTEM.



7. OTHER (Specify)



B. IS FACILITY CLEARANCE REQUIRED?



YES



NO

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

D. ACCESS IS REQUIRED TO UNCLASSIFIED SAFEGUARDS INFORMATION.

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

F. UNESCORTED ACCESS TO NRC HEADQUARTERS BUILDING.

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

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

NAME AND TITLE Richard Rosano	SIGNATURE 	DATE 12/12/03
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7. CLASSIFICATION GUIDANCE

NATURE OF CLASSIFIED GUIDANCE IDENTIFICATION OF CLASSIFICATION GUIDES

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

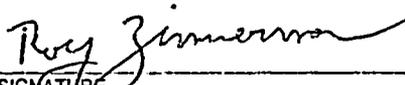
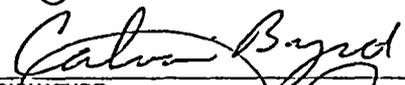
AUTHORIZED CLASSIFIER (Name and Title) DIVISION OF FACILITIES AND SECURITY
 Richard Rosano
 Tem Ldr. Comm Team, NSIR

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 Roy Zimmerman, Director, NSIR	SIGNATURE 	DATE 11/4/03
B. DIRECTOR, DIVISION OF FACILITIES AND SECURITY Thomas O. Martin, Director DFS	SIGNATURE 	DATE 11-6-03
C. DIRECTOR, DIVISION OF CONTRACTS AND PROPERTY MANAGEMENT (Not applicable to DOE agreements) Timothy F. Hagan, Dep Dir, ADM	SIGNATURE 	DATE 11-6-03

REMARKS
 J. Keith Long / NSIR 12/12/03
 Ltr. from OEA certifies
 Maylow facility clearance
 at TS level (Undated 12/14/03)

**BILLING INSTRUCTIONS FOR
FIXED HOURLY RATE TYPE CONTRACTS**

General: The contractor shall prepare vouchers/invoices for reimbursement of costs in the manner and format described herein or a similar format. **FAILURE TO SUBMIT VOUCHERS/INVOICES IN ACCORDANCE WITH THESE INSTRUCTIONS WILL RESULT IN REJECTION OF THE VOUCHER/INVOICE AS IMPROPER.**

Number of Copies: An original and three copies, including supporting documentation shall be submitted. A copy of all supporting documents must be attached to each copy of your voucher/invoice. 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
Mail Stop T-7-1-2
Washington, D.C. 20555

HAND DELIVERY OF VOUCHERS/INVOICES IS DISCOURAGED AND WILL NOT EXPEDITE PROCESSING BY NRC. However, should you choose to deliver vouchers/invoices by hand, including delivery by any express mail services or special delivery services which use a courier or other person to deliver the voucher/invoice 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
11555 Rockville Pike - Mail Room
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 and Property Management.

Billing Instructions
Page 2 of 2

Agency Payment Office: Payment will be made by the following office:

U.S. Nuclear Regulatory Commission
Division of Accounting and Finance GOV/COMM
Mail Stop T-9-H4
Washington, DC 20555

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

Format: Claims should be submitted in the format depicted on the attached sample form entitled "Voucher/Invoice for Purchases and Services Other Than Personal" (see Attachment) or a similar format. **THE SAMPLE FORMAT IS PROVIDED FOR GUIDANCE ONLY AND IS NOT REQUIRED FOR SUBMISSION OF A VOUCHER/INVOICE. ALTERNATE FORMATS ARE PERMISSIBLE PROVIDED ALL REQUIREMENTS OF THE BILLING INSTRUCTIONS ARE ADDRESSED.**

Billing of Costs After Expiration of Contract/Purchase Order: If the costs are incurred during the purchase order period and claimed after the purchase order has expired, the period during which these costs were incurred must be cited. To be considered a proper voucher/invoice, the contractor shall clearly mark it "EXPIRATION VOUCHER" OR "EXPIRATION INVOICE".

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

ATTACHMENT

**INVOICE/VOUCHER FOR PURCHASES
AND
SERVICES OTHER THAN PERSONAL**

(SAMPLE FORMAT - COVER SHEET)

Official Agency Billing Office
U.S. Nuclear Regulatory Commission
Division of Contracts and Property
Management MS: T-7-I2
Washington, DC 20555-0001

(a) Purchase Order No:
(b) Voucher/Invoice No:
(c) Date of Voucher/Invoice:

Payee's Name and Address

(d) Individual to Contact Regarding Voucher/Invoice
Name:
Telephone No:

(e) This voucher/invoice represents reimbursable costs for the billing period
_____ to _____

	<u>Amount Billed</u>	
	<u>Current Period</u>	<u>Cumulative</u>
(f) <u>Direct Costs:</u>		
(1) Direct Labor*	\$ _____	\$ _____
(2) Travel*	\$ _____	\$ _____
Total Direct Costs:	\$ _____	\$ _____

* The contractor shall submit as an attachment to its invoice/voucher cover sheet a listing of labor categories, hours billed, fixed hourly rates, total dollars, and cumulative hours billed to date under each labor category, authorized under the purchase order for each of the three activities to be performed under the purchase order. In addition, the contractor shall include travel costs incurred with the required supporting documentation, as well as, the cumulative total of travel costs billed to date by activity.