

2. CONTRACT NO. (Proc. Inst. Ident.) **NRC-03-07-037** 3. EFFECTIVE DATE **12/22/2006** 4. REQUISITION/PURCHASE REQUEST/PROJECT NO. **NRR-07-037**

5. ISSUED BY **U.S. Nuclear Regulatory Commission** CODE **3100** 6. ADMINISTERED BY (If other than Item 5) **U.S. Nuclear Regulatory Commission** CODE **3100**
 Div. of Contracts
 Attn: Jeffrey R. Mitchell, 301-415-6465
 Mail Stop T-7-I-2
 Washington, DC 20555

7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code)
LANMARK TECHNOLOGY, INC
LMT
ATTN: LANI HAY
10560 MAIN ST STE LL-10A
FAIRFAX VA 220307182

8. DELIVERY
 FOB ORIGIN OTHER (See below)

9. DISCOUNT FOR PROMPT PAYMENT
Net 30

10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN ITEM

11. SHIP TO/MARK FOR **U.S. Nuclear Regulatory Commission** CODE **3100**
 Washington DC 20555

12. PAYMENT WILL BE MADE BY **U.S. Nuclear Regulatory Commission** CODE **3100**
 Payment Team, Mail Stop T-7-I-2
 Attn: (NRC-03-07-037)
 Washington DC 20555

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:
 10 U.S.C. 2304(c)() 41 U.S.C. 253(c)(5) ()

14. ACCOUNTING AND APPROPRIATION DATA
72015111112 J3242 252A 31x0200.720
 Obligate \$65,000.00

| 15A. ITEM NO. | 15B. SUPPLIES/SERVICES | 15C. QUANTITY | 15D. UNIT | 15E. UNIT PRICE | 15F. AMOUNT |
|---------------|--|---------------|-----------|-----------------|-------------|
| | This confirms the verbal authorization given on Dec. 22, 2006 to start work with a temporary ceiling of \$10,000.00. The contractor shall provide "Regulatory Information Conference Support Services" in accordance with the Statement of Work and terms and conditions attached to this contract. ORCA.GOV reps and certs incorporated by reference | | | | |

15G. TOTAL AMOUNT OF CONTRACT

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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 2 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)

18. AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any condition sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.

19A. NAME AND TITLE OF SIGNER (Type or print) **LANI HAY, PRESIDENT, CEO** 20A. NAME OF CONTRACTING OFFICER **Donald A. King**
 Contracting Officer

19B. NAME OF CONTRACTOR BY **Lani Hay** (Signature of Person Authorized to Sign) 19C. DATE SIGNED **2/5/2007** 20B. UNITED STATES OF AMERICA BY **Donald A. King** (Signature of Contracting Officer) 20C. DATE SIGNED **1/26/2007**

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PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 PRICE/COST SCHEDULE

Base Year: December 22, 2006 through April 30, 2007

| CLIN | Labor Category | Est. Qty | Unit | Unit Price (Fixed) | Extended |
|------|---|----------|-------|--------------------|--------------|
| 001 | Program Manager | | Hours | | \$10,195.00 |
| 002 | Logistics SME – Jr. | | Hours | | \$50,676.00 |
| 003 | Project Manager Assistant | | Hours | | \$22,408.00 |
| 004 | Program Coordinator | | Hours | | \$21,568.00 |
| 005 | Conference Specialist Sr. | | Hours | | \$6,926.40 |
| 006 | Video/Audio Computer Technical Engineer | | Hours | | \$42,574.40 |
| 007 | Other Direct Cost (Local Travel Only) | 1 | NTE | Lot | \$1,782.24 |
| | | | | Total | \$156,130.04 |

Optional Term1: May 1, 2007 through April 30, 2008

| CLIN | Labor Category | Est. Qty | Unit | Unit Price (Fixed) | Extended |
|------|---|----------|-------|--------------------|--------------|
| 008 | Program Manager | | Hours | | \$21,002.00 |
| 009 | Logistics SME – Jr. | | Hours | | \$107,867.60 |
| 010 | Project Manager Assistant | | Hours | | \$46,160.00 |
| 011 | Program Coordinator | | Hours | | \$22,214.40 |
| 012 | Conference Specialist Sr. | | Hours | | \$7,134.40 |
| 013 | Video/Audio Computer Technical Engineer | | Hours | | \$43,859.20 |
| 014 | Other Direct Cost (Local Travel Only) | 1 | NTE | Lot | \$1,782.24 |
| | | | | Total | \$250,019.84 |

Optional Term 2: May 1, 2008 through April 30, 2009

| CLIN | Labor Category | Est. Qty | Unit | Unit Price (Fixed) | Extended |
|------|---|----------|-------|--------------------|--------------|
| 015 | Program Manager | | Hours | | \$21,632.00 |
| 016 | Logistics SME – Jr. | | Hours | | \$111,104.00 |
| 017 | Project Manager Assistant | | Hours | | \$47,552.00 |
| 018 | Program Coordinator | | Hours | | \$22,880.00 |
| 019 | Conference Specialist Sr. | | Hours | | \$7,348.80 |
| 020 | Video/Audio Computer Technical Engineer | | Hours | | \$45,170.40 |
| 021 | Other Direct Cost (Local Travel Only) | 1 | NTE | Lot | \$1,782.24 |
| | | | | Total | \$257,469.44 |

Optional Term 3: May 1, 2009 through April 30, 2010

| CLIN | Labor Category | Est. Qty | Unit | Unit Price (Fixed) | Extended |
|------|---|----------|-------|--------------------|--------------|
| 022 | Program Manager | | Hours | | \$22,280.00 |
| 023 | Logistics SME – Jr. | | Hours | | \$114,439.60 |
| 024 | Project Manager Assistant | | Hours | | \$48,976.00 |
| 025 | Program Coordinator | | Hours | | \$23,564.80 |
| 026 | Conference Specialist Sr. | | Hours | | \$7,569.60 |
| 027 | Video/Audio Computer Technical Engineer | | Hours | | \$46,525.60 |
| 028 | Other Direct Cost (Local Travel Only) | 1 | NTE | Lot | \$1,782.24 |
| | | | | Total | \$265,137.84 |

B.2 PROJECT TITLE

The title of this project is as follows:

Regulatory Information Conference (RIC) Support Services

B.3 BRIEF DESCRIPTION OF WORK (MAR 1987)

The Contractor shall provide technical expertise in conference management services to assist the Nuclear Regulatory Commission in the planning, logistics, and support services for the RIC conference.

B.4 CONSIDERATION AND OBLIGATION--DELIVERY ORDERS (JUN 1988)

(a) The total estimated amount of this contract (ceiling) for the products/services ordered, delivered, and accepted under this contract is \$156,130.04. 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 \$65,000.00. 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.

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

STATEMENT OF WORK ATTACHED TO THIS PAGE

NRC-03-07-029
STATEMENT OF WORK

Regulatory Information Conference (RIC)
Meeting Support Services

BACKGROUND

The U.S. Nuclear Regulatory Commission (NRC), Office of Nuclear Reactor Regulation (NRR) and the Office of Nuclear Regulatory Research (RES) host the annual Regulatory Information Conference (RIC). The objective of the RIC is to provide a communication forum for senior NRC and industry management regarding current and future safety initiatives and regulatory issues.

This free conference is open to the public with advance registration required. RIC 2007 is scheduled to be held at the Bethesda North Marriott Hotel and Conference Center on March 13, 14, and 15, 2007. Attendance at the RIC continues to grow each year. Over 1800 were in attendance at RIC 2006. With increasing interest in energy concerns, new reactor licensing and advance reactor designs, it is expected that attendance at the RIC will continue to grow.

Typically, the majority of RIC attendees are from the nuclear power industry, including manufacturers, architect/engineering firms, vendors, news media, and law firms. In addition to NRC senior management officials, there were corporation presidents, vice-presidents, chief executive officers (CEOs), and other government executives, as well as representatives of foreign countries in attendance.

OBJECTIVE

The contractor shall provide the necessary personnel, equipment, and management to meet the requirements listed in the statement of work.

SCOPE OF WORK

The contractor shall be responsible for providing an on-site program coordinator on a daily basis Monday through Friday, during the business hours of 9:00am to 6:00pm from October through March each calendar year. The contractor shall work with the NRR Conference Planner. The contractor shall be responsible for directing contractor staff off-site in activities related to the planning and execution of services supporting RIC conference. The contractor shall be responsible for activities associated with agenda planning, maintaining mailing lists, inviting panel speakers, development of poster session topics and printing of posters, development of organization charts for use at RIC, coordination with hotel staff, development of signage for use during RIC, coordination of shuttle service and security coverage at the hotel, planning of audiovisual and web needs for the conference, coordination of hosted events, drafting of general correspondence and forms, on-site assistance during the RIC conference, development of lessons learned reports and miscellaneous activities.

SPECIFIC TASKS

TASK 1. AGENDA PLANNING

Requirement:

The contractor shall attend the NRC RIC agenda-planning meetings (a minimum of 12 meetings). After compilation of a draft agenda by the Directors of NRR and RES, the contractor shall identify the number of break-out and plenary sessions, finalize session topics, identify poster session topics, and identify panel chairs and session coordinators with the NRR Conference Planner. After these initial selections, the contractor shall be responsible for any revisions to either the topics, session chairs, or the scheduling of the sessions for the RIC. All changes will be reflected in revised agendas such that the agenda is kept up-to-date until it is finalized, printed for the RIC, and posted on the RIC web site.

The contractor shall be responsible for contacting each session chair, obtaining from the chair the names and contact information for each panel member in all the sessions. The contractor shall send out invitations and associated forms and documents to panel members inviting them to speak at the RIC. The contractor shall collect the presentations of all panel members for posting on the RIC web site. Copies of all presentations, with the exception of those of the NRC Chairman and Commissioners, will be collected in advance of the start of RIC. These presentations will be made ready for posting on the RIC web site at a date specified by the NRC Conference Planner.

- Standard:
- Attendance at agenda planning meetings
 - Changes to agenda are captured and given to the NRR Conference Planner within 3 business hours of identification
 - Changes are free of mistakes and misspellings
 - Copies of presentations are prepared for posting to the web by date specified in the NRR Conference Planner's time line for RIC activities

Deliverable: Revised agenda(s)

Meetings and Travel: n/a

NRC Furnished Materials and Equipment: n/a

Additional Guidance and/or References:

- Draft agenda prepared by Directors of NRR and RES with the NRR Conference Planner

TASK 2. MAILING LISTS

Requirement:

At the end of each RIC, the contractor shall prepare a mailing list of registrants and attendees to the RIC. The mailing list shall consist of name and mailing address. The contractor shall then take the list to the NRC's Office of Administration (ADM) so that they can coordinate and update the official mailing lists for the RIC.

- Standard:
- Mailing list updated and provided to ADM, Div. of Administrative Services, within 15 days of completion of RIC
 - Revised list accurately reflects RIC attendees and registrants for the current RIC year and should be free of errors.

Deliverable: Revised mailing list of RIC attendees and registrants

Meetings and Travel: n/a

NRC Furnished Materials and Equipment: None

Additional Guidance and/or References:

-NRR Conference Planner will perform a quality check.

TASK 3. INVITATIONS/INVITATIONAL TRAVEL

Requirement:

The contractor shall confirm the participation of each potential panel member. This will occur after each session "chair" identifies the panelists for their session. This confirmation will involve the contractor mailing out a confirmation letter to each potential panelist. Panelists will be a mix of persons both inside NRC and outside NRC, as well as all associated documents/forms such as audiovisual, release forms, etc. For those persons who decline participation (NRC and non-NRC), the contractor shall work with the NRR Conference Planner to find alternate panel members.

For those parties outside NRC, the contractor shall obtain confirmation of participation on the panel and shall coordinate invitational travel requirements/paperwork in accordance with established federal government regulations for invitational travel.

NRC will prepare and print the invitations. The contractor shall assist in coordinating the printing of the invitations to assure adherence to agency approved branding initiatives. The contractor shall monitor the mailing of the RIC invitations by ADM, Div. of Administrative Services, to assure timeliness and accuracy of the mailings. Invitations shall be sent to a mailing list developed from the listing of past RIC participants (approximately 2000 individuals).

Standard: - Verification is made that invitations are sent to all panel members and to all persons on the mailing list
 - Confirm panelist participation within 3 weeks of their identification
 - Travel arrangements are coordinated within two (2) weeks of panelists' confirmation of attendance

Deliverable: Confirmation letters are to be sent out to all panelists within two days of being identified by the NRR Conference Planner.

Meetings and Travel: n/a

NRC Furnished Materials and Equipment:

- Printed invitations
- List of panel chairs and panel members
- NRC Branding Standards

Additional Guidance and/or References:

- Printing of invitations is coordinated with ADM, Div. of Administrative Services

TASK 4. POSTER SESSIONS

Requirement:

The contractor shall coordinate with a representatives from RES and NSIR to collect data necessary for each poster session. The contractor shall coordinate delivery of the draft data to the NRC graphics contractor. The contractor shall monitor the preparation of the draft poster

materials, the schedule for the poster design, the review of the designs by RES and NSIR staff and shall monitor the design approval such that the designs can be ready to go to printers according to the schedule developed by the NRR conference planner and NRC graphics contractor. The contractor, along with the NRC Conference Planner, shall meet with the NRC graphics contractor to coordinate all graphics

Standard: - Delivery to graphics contractor seven weeks before start of RIC
 - Content contains all graphics and text necessary for the final printing of the poster
 - Error free tracking log of the stage the "poster" is in

Deliverable: Content for poster sessions

Meetings and Travel: Up to twenty meetings of one hour duration with NRC staff and the graphics contractor

NRC Furnished Materials and Equipment: Poster content

Additional Guidance and/or References: None

TASK 5. ORGANIZATION CHARTS

Requirement:

The contractor shall work with the representatives from each NRC program office to oversee collection of information necessary for the printing of NRC organization charts. For 2007, the chart will reflect office managers down through the branch chief level. Contractor assistance shall include, but not be limited to, coordinating with the NRC photographers for photo sessions to take pictures of NRC managers. It may also include obtaining each office's organizational structure, monitoring whether managers have had pictures taken, and coordinating the transfer of photography from the NRC photographer to the NRC graphics contractor for printing of the "Org" charts. The contractor shall coordinate these efforts in order to meet the deadlines established for printing services by the NRC graphics contractor.

Standard: - Delivery to graphics contractor seven weeks before start of RIC
 - Pictures and names under pictures are accurate and accurately depict the organization as provided by the above offices

Deliverable: Organization charts for NRR, RES, NMSS, NSIR, NRO, and ONMP

Meetings and Travel: n/a

NRC Furnished Materials and Equipment: Chart content

Additional Guidance and/or References:

-The charts reflect the program office organization as determined by the responsible program office.

TASK 6. BADGING AND REGISTRATION

Requirement:

The contractor shall monitor deliverables under a separate NRC contract for RIC registration support. The contractor shall analyze statistics about RIC registrants including, but not limited to, weekly registration reports alphabetically by name, by type, and by country.

The contractor shall perform a Q&A check on 5% of the registration badges to assure accuracy

of data printed on the badges and assure each registrant has an accurate badge. Estimated number of people pre-registering is 1200. The contractor shall coordinate registration activities on-site at the conference facility. The oversight will be during the hours when registration is open during the RIC conference.

- Standard:
- Q&A of badges - three days before start of RIC
 - Monitor registration - all days of RIC
 - Q&A will require visual examination of the badges being sampled.
 - Contractor shall be physically on-site during the days of the RIC and during all hours that registration is open.
 - Q&A reports generated by the registration contractor

Deliverable: None

Meetings and Travel: Local travel to conference facility

NRC Furnished Materials and Equipment:

- FOIA copy of the contract for registration support for RIC
- Copy of registration statistics

Additional Guidance and/or References: None

TASK 7. HOTEL SLEEPING ROOMS

Requirement:

The contractor may be required to coordinate with local hotels and the representative of the Montgomery County, Maryland, Visitor's Center to identify hotel "overflow" sleeping rooms for attendees of the RIC. The contractor shall negotiate with the identified hotels to "block" sleeping rooms for an agreed period of time. The contractor shall be responsible for providing the information about location of overflow rooms to the NRC to place on the RIC web page.

- Standard:
- Six months before start of each RIC after contract award.
 - Number of overflow rooms have been identified at each hotel, arrangements have been finalized with hotels on how registrants are to identify themselves as RIC participants

Deliverable: Names of 2-4 hotels where overflow sleeping rooms that have been blocked

Meetings and Travel: None

NRC Furnished Materials and Equipment: n/a

Additional Guidance and/or References: None

TASK 8. SIGNAGE

Requirement:

The contractor shall design, produce, deliver and place at the conference facility the signs to be used during the RIC. All signs will be in conformance with the NRC branding initiative. Signs to be prepared will include, but not be limited to, signs for registration booths, registration locations, directional signs, and speciality signs, etc. The number of completed directional signs shall be sufficient so that signs are placed at each hotel entrance of both the lower and main levels of the hosting conference facility. Review, approval and final decision on the design, number and placement of the signs will be made with the NRR Conference Planner.

Standard: - Signs are placed near entry doors, along corridors, and outside meeting rooms of the conference facility. Signs are in conformance to NRC branding standards. Signs are clearly readable and free of content errors

Deliverable: 15 to 20 signs

Meetings and Travel: None

NRC Furnished Materials and Equipment:
- NRC Branding Standards

Additional Guidance and/or References:
-Signs production will begin at least 10 working days prior to delivery date

TASK 9. SPECIAL CONSIDERATIONS

Requirement:

The contractor shall make arrangements with the conference facility to accommodate special needs of RIC attendees or speakers made known either through the RIC registration process or as they arise during the course of the conference itself. This would include special busing/shuttle needs. The conference facility shall have *physically challenged* accessible accommodations for facility entrances, parking areas, guest rooms, conference/meeting rooms, message room, registration rooms, and dining facilities.

Standard: - For needs known before start of RIC - 5 days before RIC opening
- For needs identified during RIC - notify facility staff within 5 minutes of when need was made known
-Hotel staff are notified in a professional manner and with clear delineation of need so that no further explanation is warranted. Estimated number of instances is ten.

Deliverable: None

Meetings and Travel: None

NRC Furnished Materials and Equipment: None

Additional Guidance and/or References: n/a

TASK 10. SHUTTLE SERVICE

Requirement:

The contractor shall make arrangements with the NRC Office of Administration (ADM) for round trip shuttle service for non-NRC employees between the conference facility and the NRC headquarters buildings when tours of the NRC Operations (OPS) Center are conducted during the RIC. The OPS Center is located in Two White Flint North.

The contractor shall also make arrangements with ADM, Div. of Administrative Services, for round trip shuttle service between the NRC headquarters buildings and the conference facility for use by NRC handicapped employees. This shuttle service is for the use of NRC employees only and will be appropriately designated by window signs.

The contractor shall coordinate the transportation of the NRC Chairman, Commissioners, and the EDO to the RIC. They will provide the speaking schedules to ADM staff who coordinate drivers and vehicles. The contractor shall notify ADM immediately in the event of changes to

the RIC speaking schedules so that driver services for the Chairman/Commissioners/EDO can be revised accordingly.

Discussions concerning shuttle and transportation services shall begin with ADM at least two months prior to the start of each RIC. The contractor shall produce a map with pick-up and drop-off locations clearly marked and shall provide a timetable for the scheduled shuttle trips for each type of service being requested. The contractor shall also provide a phone number to call for assistance.

Standard: - Speaking schedule/dates for Chairman, Commissioners, and EDO is provided to ADM six weeks before start of RIC

Deliverable: None

Meetings and Travel: None

NRC Furnished Materials and Equipment:

- RIC speaking schedule for NRC Chairman, Commissioners, and EDO

Additional Guidance and/or References: None

TASK 11. SITE SECURITY

Requirement:

The contractor shall coordinate with Wackenhutt and with ADM, Div. of Facilities and Security, to arrange armed security guard services during the RIC. The contractor will obtain from Wackenhutt a recommendation on the number of security guards needed to best protect RIC participants, taking into account the number of attendees, and the size and lay-out of the conference facility. The contractor will arrange for the recommended number of guards to be on-site during RIC. Wackenhutt will identify the particular personnel and the shifts for their employees. At a minimum, security services will be needed at least one hour prior to the start and until close of the RIC each day.

Standard: - Report will identify dates of all meetings with the parties, all recommendations made by ADM/Wackenhutt, and final outcomes of discussions

Deliverable: Report to NRR Conference Planner

Meetings and Travel: Up to two meetings each with head supervisor for Wackenhutt at NRC headquarters and with ADM

NRC Furnished Materials and Equipment:

- Dates, times of operation and location for each RIC

Additional Guidance and/or References:

-Wackenhutt is NRC's contractor for security guard services

TASK 12. WAREHOUSE SERVICES

Requirement:

The contractor shall make all arrangements with supervisors of the NRC warehouse staff for delivery of RIC materials to the conference facility. Deliveries shall be coordinated with the conference facility at least two weeks before the start of RIC with the conference facility. Arrangement are to be made for deliveries to the conference facility by 10am the day before the start of RIC.

- Standard:
- Coordination with warehouse supervisors - six weeks before start of RIC
 - Coordination with conference facility - two weeks before start of RIC
 - Meetings conducted in a professional manner

Deliverable: None

Meetings and Travel: Up to two meetings each with warehouse supervisor(s) and with hotel staff to coordinate delivery of goods

NRC Furnished Materials and Equipment: n/a

Additional Guidance and/or References:

-NRC's warehouse and its conference registration support contractor will deliver conference material directly to the meeting site, in accordance with the directions provided by the NRR Conference Planner

TASK 13. OVERALL COORDINATION WITH CONFERENCE FACILITY

Requirement:

Approximately four (4) months prior to RIC, the NRR Conference Planner and the contractor shall begin meeting with the representatives of the conference facility in order to discuss operating logistics for the RIC. The topics to be discussed shall include, but not be limited to, hotel logistics, availability of hotel amenities, hotel facility parking and validation requirements, alternative parking availability and rates, on-site restaurant(s) for inclusion in the invitation package. In addition, the contractor (with approval from the NRR Conference Planner) shall provide the RIC meeting specifications including room sets, directions for delivery of meeting materials to the hotel and times for "turning" conference rooms, locations for various NRC posters, exhibits and registration tables, locations of food tables, etc. The meeting specifications shall be delivered to the hotel approximately one month before the start of RIC. Approximately two weeks before the actual start of RIC, the contractor and the NRC conference planner shall meet with conference facility staff to discuss total numbers of RIC registrants as it relates to food ordering by the conference facility.

- Standard:
- Initial meetings four months before start of RIC
 - Room set-up specs one month before the start of RIC
 - Total registrants/food requirements two weeks before the start of RIC
 - Meetings are conducted in a professional manner

Deliverable: none

Meetings and Travel: Estimate of up to 10 meetings with hotel staff

NRC Furnished Materials and Equipment: n/a

Additional Guidance and/or References: None

TASK14. AUDIOVISUAL

Requirement:

Not less than 45 days prior to the start of RIC, the contractor shall provide to the NRC conference planner an initial itemized list of AV services that will be required for each session on the RIC agenda. Information will be obtained via discussions with the session coordinators. The list should include itemized hardware needs and will be used by the NRC Conference Planner for negotiating rental of equipment from the conference facility.

The contractor may be responsible for providing AV technicians during the RIC if directed by the NRR Conference Planner. If so directed, the contractor shall plan on providing one AV technician to be present in each conference room where sessions will be conducted. The dedicated AV techs will be available at least 10 minutes before the start of each RIC session and shall be available throughout the entire time of each session. In addition, a speaker ready room shall be made available with an AV tech throughout the conference (or by appointment) should any presenters want to do a dry-run of their presentations.

The contractor will be responsible for oversight of installation and operation of AV equipment at the conference facility.

Standard: - Initial itemized list - 45 days before start of RIC
 - Final list - 2 weeks before start of RIC
 - AV techs will wear professional attire and be present 10 minutes before the start of each session and throughout each session
 - An Av tech will be present in each room where a RIC session is being held.

Deliverable: Initial itemized list of AV needs
 Final list of AV needs
 AV techs for each RIC session, if directed

Meetings and Travel: Local travel for contractor from Fairfax, VA. to conference site

NRC Furnished Materials and Equipment:

- NRC will provide to each technician the discs for all materials to be presented at each session

Additional Guidance and/or References: None

TASK 15. HOSTED EVENTS

Requirement:

The NRR Conference Planner will notify the contractor of all parties desiring to host events during RIC. The contractor shall coordinate with the conference facility for release of facility space for hosted events. Any space released should not, in any way, interfere with the agenda sessions for the RIC. The host(s) of sponsored events are solely responsible for their individual contracts with the conference facility with regard to room rental and food/beverage. NRC does not sponsor hosted events.

Standard: - Contact hotel to release space for hosted event within 24 hrs. of finalizing arrangements with the hosting party
 - Events manager is contacted and specific room, date and time is identified for each hosted event.

Deliverable: Report to NRR Conference Planner detailing arrangements made with conference facility for release of space

Meetings and Travel: None

NRC Furnished Materials and Equipment:

- Contact information from each party that wishes to host an event at the conference facility during the days of the RIC

Additional Guidance and/or References: None

TASK 16. WEB SUPPORT/RIC HELP DESK

Requirement:

The NRC maintains a RIC Web page that can be accessed through the NRC public website. In coordination with the NRR Conference Planner, the contractor shall be responsible for maintenance of the RIC web site located at:

www.nrc.gov/public-involve/conference-symposia/ric/

The contractor shall be responsible for providing information to the NRR IT personnel. The information will include, but not be limited to:

- . updating information about the agenda for RIC
- . updating biographies and information about keynote speakers,
- . monitoring the RIChelpdesk,
- . monitoring conference registration information,
- . maintaining an on-line registrant list
- . posting information about the conference facility
- . posting information about hotel availability and sleeping room accommodations
- . posting information about sponsored events
- . posting travel information
- . posting frequently asked questions
- . posting past RIC information
- . posting RIC contact information

After the completion of RIC, the contractor shall be responsible for moving current year RIC information into the "Past RIC Information" section and for preparing the website for transition to the follow-on year's RIC.

Fourteen weeks before the start of each year's RIC, the contractor shall prepare an analysis of all needs, coordination required and equipment required for webcasting/VTEC of RIC sessions from the conference facility to Headquarters facilities and to the Regions. Within fourteen days of receipt of the analysis, NRC will make a decision on the final number of transmissions, the specific locations to receive broadcasting, and a session schedule identifying channels and time of transmission. The contractor shall have oversight responsibility for the set-up and operation of the broadcasting equipment at the conference facility and will coordinate transmissions with NRC web staff.

Standard: - Updates delivered to NRR IT personnel within 24hrs of change of relevant content
 - Analysis 14 weeks prior to start of RIC
 - Information updated for the web is accurate and timely.
 - Analysis considers equipment already existing at NRC, equipment needs, VTEC, available bandwidth.

Deliverable: Analysis of webcasting/VTEC needs and requirements

Meetings and Travel: Up to six (6) meetings with audiovisual/web broadcasting staff at NRC and at the conference facility.

NRC Furnished Materials and Equipment:

- Information about available existing NRC equipment, bandwidth, and internal broadcasting capabilities at NRC Headquarters

Additional Guidance and/or References: None

TASK 17. GENERAL WRITING ACTIVITIES

Requirement:

The contractor shall be responsible for drafting of general articles related to RIC. These drafts will be coordinated with and approved by the NRC conference planner. These writing assignments shall include, but not be limited to:

- . general letters
- . material for the RIC invitation and program
- . material for the RIC web site
- . thank you letters to the hotel after completion of RIC
- . thank you letters to Wackenhutt for security guard services provided
- . thank you letters for support services such as to the NRC graphics contractor
- . RIC information articles for the NR&C publication
- . press releases about RIC for the NRC Public Affairs Office

Standard: - Within 24 hours of assignment
 - Content is grammatically correct. Content is accurate and without spelling errors.

Deliverable: Draft and final letter(s)
 Content for web pages

Meetings and Travel: None

NRC Furnished Materials and Equipment: n/a

Additional Guidance and/or References: None

TASK 18. SITE SELECTION FOR FUTURE RIC CONFERENCES

Requirement:

The NRC has a negotiated contract in effect with the Bethesda North Marriott Hotel and Conference Center through calendar year 2007. The NRC will negotiate a new five year contract for RIC conference facilities for the years 2008 through 2012

By May 30, 2007, the contractor shall develop a feasibility study for site locations for the RIC conference for the years 2008 through 2012. The facility would need to be within walking distance of a Metro stop and be able to accommodate a meeting room capable of seating at least 1800 people in a single session. In addition, the facility should be able to accommodate a minimum of five (5) break-out rooms for five sessions, run simultaneously, with capacity to seat 200-250 people in each room. The contractor's feasibility study shall be delivered to the NRC Conference Planner for input into the NRC competitive contracting process. It shall provide details comparing the size, location, meeting space of each facility considered along with the pros and cons of using each facility for a RIC. The contractor shall review a minimum of six (6) conference facilities in their feasibility study.

Proposed dates for future RIC events are listed below:

| | 2008 | 2009 | 2010 | 2011 | 2012 |
|---------------------------|-----------|-------------|-----------|-----------|-----------|
| 1 st Choice | May 5-9 | May 4-8 | Apr 18-23 | May 8-12 | May 7-11 |
| 2 nd Choice | May 12-16 | May 11-15 | Apr 26-30 | May 16-20 | May 14-18 |
| 3 rd Choice | Apr 7-11 | March 23-27 | May 3-7 | Apr 4-8 | Mar 26-30 |

Standard: - Completed by May 30, 2007
 - Contractor will examine six sites according to criteria agreed to with NRR Conference Planner

Deliverable: Feasibility study

Meetings and Travel: Travel to six local sites

NRC Furnished Materials and Equipment:

- Criteria for NRC's needs with regard to meeting space location/size/accessibility

Additional Guidance and/or References: None

TASK 19. ON-SITE MANAGEMENT

Requirement:

The contractor shall name and provide a single RIC on-site coordinator who will assist the NRR Conference Planner with general logistics, coordination, organization and management of the conference meeting service staff and at the meeting facility during the week of RIC. This person shall also be available on-site on all days of the RIC to directly resolve any organizational, maintenance, mechanical or logistical problems, should they arise.

At the direction of the NRR Conference Planner, the contractor shall also provide "room monitors" for each break-out and plenary session of RIC. These monitors shall be physically located in each break-out room at least 10 minutes prior to the start of each session and throughout the entire session. The purpose of the room monitors shall be to make microphones available for attendees asking questions during the break-outs, passing out question cards to attendees during the break-outs, and delivering question cards up to panel members seated at the head tables. After discussion with the NRR Conference Planner, the room monitors will be a mix of both contractor employees and NRC volunteers. There needs to be two (2) room monitors for each break-out session and four (4) room monitors for each plenary session

The on-site coordinator shall provide an individual to a designated "respite room" at all times through the RIC. The respite room will be for use for breaks and serve as a lunch site for room monitors and for security guards. If the assigned individual should leave the room, he/she must find a replacement or else lock the room. The contents of the room are not to be left unattended for any reason during the two hours before start of RIC each day, throughout the RIC day, and until an hour after the end of RIC each day.

Standard: - Available at conference site all days of RIC
 - Personnel shall arrive on-site on time, be at designated locations on time, and

dress in professional attire.

Deliverable: Adequate number of room monitors to meet requirements for each room
On-site coordinator

Meetings and Travel: None

NRC Furnished Materials and Equipment:

- Number of contractor room monitors needed to supplement NRC volunteers

Additional Guidance and/or References: None

TASK 20. FLAGS AND SEALS

Requirement:

Whenever there is a RIC plenary or break-out session conducted during RIC, an NRC flag, and a US flag must be placed in each room. In addition, an NRC "seal" must be placed on the front of the podium in each room. It shall be the contractor's responsibility to assure the placement of these items in each room for every room where a RIC session takes place.

Standard: - Thirty (30) minutes before the start of each session
- U.S. flag, NRC flag and NRC seal are present in each session room

Deliverable: n/a

Meetings and Travel: None

NRC Furnished Materials and Equipment:

-U.S.A Flags, NRC(s) Flags, NRC(s) Seals

Additional Guidance and/or References: None

TASK 21. POST CONFERENCE REPORTING

Requirement:

The contractor shall meet with the NRR Conference Planner at NRC headquarters and provide a "Post-Conference" report. At a minimum, the report shall identify areas/logistics/procedures which worked well for RIC planning and execution and also those that experienced problems. For the problem areas, the contractor shall recommend changes which would improve/eliminate the problems during future RIC conferences. After discussion with the NRR Conference Planner, NRC will determine those changes which the contractor shall incorporate into the follow-on year of RIC.

Standard: - Within two weeks of end of RIC
- Report would identify areas of improvement for RIC operations and would propose one to two alternative courses of corrective action for each area.
Report would include both areas that needed improvement and areas where things went well.

Deliverable: Post-Conference Report

Meetings and Travel: None

NRC Furnished Materials and Equipment: n/a

Additional Guidance and/or References: None

MILESTONE/DELIVERABLE/REPORTING REQUIREMENTS

At the beginning of planning for each year's RIC, the contractor shall meet with the NRC Conference Planner to develop a milestone schedule for all activities related to the conduct of RIC. The contractor shall attend each bi-weekly RIC status meeting to be conducted at NRC headquarters. NRC will provide those meeting dates to the contractor. At those meetings, the contractor shall report on the status of their activities in relation to the overall milestone schedule. In addition, the NRC Conference Planner and the contractor representative shall have, at a minimum, weekly status updates at NRC Headquarters or by phone.

Five business days after the end of the calendar month, the contractor shall provide a monthly status report to the NRC Conference Planner. The report shall include at a minimum: total NRC funds provided, total NRC funds expended in current month, total NRC funds remaining. The bi-weekly status reports and the monthly financial status reports shall constitute the official reporting for this contract.

OVERALL PERFORMANCE STANDARDS AND DEDUCTION SCHEDULE

The NRC Project Officer (PO) will review contractor performance on a monthly basis upon receipt of the monthly voucher. The PO will determine if there has been any valid-deficiency with the contractor's performance during the specified month. Valid-deficiency" is a defined under the "Standard" in each task.

Failure by the Contractor to comply with any of the procedures and/or contract requirements stated in the contract shall constitute a "valid-deficiency" under this contract, unless the failure can be shown to be caused by circumstances beyond the Contractor's control.

No more than one (1) contract-deficiency shall be allowed by NRC per calendar-month period, in which the NRC-PO determines the discrepancy is a "valid-deficiency" for non-compliance with any contract requirements.

The contractor shall invoice monthly with a single invoice that includes a breakdown of the cost of all support provided during the previous calendar-month's period. For any month in which the Contractor fails to comply with the contract requirements, NRC reserves the right to deduct the following amounts from that month's total monthly invoice payment:

- 0-1 Valid-deficiency's per calendar-month period will result in no deduction;
- 2 Valid-deficiency's per calendar-month period will result in 5% of the total monthly invoice being deducted;
- 3 Valid-deficiency's per calendar-month period will result in 6% of the total monthly invoice being deducted;
- 4 Valid-deficiency's per calendar-month period will result in 7% of the total monthly invoice being deducted;
- 5 Valid-deficiency's per calendar-month period will result in 8% of the total monthly invoice being deducted;
- 6 Valid-deficiency's per calendar-month period will result in 10% of the total monthly invoice being deducted.

NOTE: Under the Performance Incentives listed above, NRC will not deduct more than a total of 10% from the monthly invoice.

The deductions listed above do not prevent NRC from taking other appropriate actions to correct performance problems under this contract.

ACRONYMS

| | |
|------|---|
| ADM | Office of Administration |
| RES | Office of Research |
| NRR | Office of Nuclear Reactor Regulation |
| NSIR | Nuclear Security and Incident Response/ |
| NMSS | Nuclear Material Safety and Safeguards |
| NRO | Office of New Reactors |
| ONMP | Office of National Materials Program |

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

The Contractor shall package material for shipment to the NRC in such a manner that will ensure acceptance by common carrier and safe delivery at destination. Containers and closures shall comply with the Interstate Commerce Commission Regulations, Uniform Freight Classification Rules, or regulations of other carriers as applicable to the mode of transportation. On the front of the package, the Contractor shall clearly identify the contract number under which the product is being provided.

SECTION E - INSPECTION AND ACCEPTANCE**E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

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

| NUMBER | TITLE | DATE |
|----------|---|----------|
| 52.246-6 | FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) INSPECTION--TIME-AND-MATERIALS AND LABOR-HOUR | MAY 2001 |

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

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

SECTION F - DELIVERIES OR PERFORMANCE**F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

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

| NUMBER | TITLE | DATE |
|-----------|---|----------|
| | FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) | |
| 52.247-34 | F.O.B. DESTINATION | NOV 1991 |
| 52.247-48 | F.O.B. DESTINATION--EVIDENCE OF SHIPMENT | FEB 1999 |

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

This contract shall commence on December 22, 2006 and will expire on April 30, 2007. The term of this contract may be extended at the option of the Government for an additional Three 1-year terms.

SECTION G - CONTRACT ADMINISTRATION DATA**G.1 PROJECT OFFICER AUTHORITY (FEB 2004)**

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

Name: Jayne Halvorsen
Address: Mail Stop: 05-H6
11555 Rockville Pike
Rockville, MD 20852

Telephone Number: 301-415-6001

(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 (SOW) or changes to specific travel identified in the SOW), fills in details, or otherwise serves to accomplish the contractual SOW.

(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 Security Branch, Division of Facilities and Security (SB/DFS) (via e-mail) when a contractor employee no longer requires access authorization and return of any NRC issued badge to SB/DFS within three days after their termination."

(6) Ensure that all contractor employees that require access to classified Restricted Data or National Security Information or matter, access to sensitive unclassified information (Safeguards, Official Use Only, and Proprietary information) access to sensitive IT systems or data, unescorted access to NRC controlled buildings/space, or unescorted access to protected and vital areas of nuclear power plants receive approval of SB/DFS prior to access in accordance with Management Directive and Handbook 12.3.

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

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

Section G

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

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

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

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

SECTION H - SPECIAL CONTRACT REQUIREMENTS**H.1 2052.204-71 BADGE REQUIREMENTS FOR UNESCORTED BUILDING ACCESS TO NRC FACILITIES (MAR 2006)**

During the life of this contract, the rights of ingress and egress for contractor personnel must be made available, as required, provided that the individual has been approved for unescorted access after a favorable adjudication from the Security Branch, Division of Facilities and Security (SB/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 NRC. The Project Officer shall assist the contractor in obtaining badges for the contractor personnel. All contractor personnel must present two forms of Identity Source Documents (I-9). One of the documents must be a valid picture ID issued by a state or by the Federal Government. Original I-9 documents must be presented in person for certification. A list of acceptable documents can be found at http://www.usdoj.gov/crt/recruit_employ/i9form.pdf. It is the sole responsibility of the contractor to ensure that each employee has a proper NRC-issued identification/badge at all times. All photo-identification badges must be immediately (no later than three days) delivered to SB/DFS for cancellation or disposition upon the termination of employment of any contractor personnel. Contractor personnel must display any NRC issued badge in clear view at all times 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 protection of any Government records or data that contractor personnel may come into contact with.

H.2 2052.204.70 SECURITY (MAR 2004)

(a) Contract Security and/or Classification Requirements (NRC Form 187). The policies, procedures, and criteria of the NRC Security Program, NRC Management Directive (MD) 12 (including MD 12.1, "NRC Facility Security Program;" MD 12.2, "NRC Classified Information Security Program;" MD 12.3, "NRC Personnel Security Program;" MD 12.4, "NRC Telecommunications Systems Security Program;" MD 12.5, "NRC Automated Information Systems Security Program;" and MD 12.6, "NRC Sensitive Unclassified Information Security Program"), apply to performance of this contract, subcontract or other activity. This MD is incorporated into this contract by reference as though fully set forth herein. 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 Restricted Data or National Security Information or matter, access to sensitive unclassified information (e.g., Safeguards), access to sensitive Information Technology (IT) systems or data, unescorted access to NRC controlled buildings/space, or unescorted access to protected and vital areas of nuclear power plants.

(b) It is the contractor's duty to protect 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 protecting 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, safeguards information, 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 shall ensure that information protected from public disclosure is maintained as required by NRC regulations and policies, as cited in this contract or as otherwise provided by the NRC. The contractor will not 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 (DFS) and the Contracting Officer. These changes will be under the authority of the FAR Changes clause referenced in this document.

The contractor agrees to comply with the security requirements set forth in NRC Management Directive 12.1, NRC Facility Security Program which is incorporated into this contract by reference as though fully set forth herein. Attention is directed specifically to the section titled "Infractions and Violations," including "Administrative Actions" and "Reporting Infractions."

(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) Definition of Safeguards Information. Sensitive unclassified information that specifically identifies the detailed security measures of a licensee or an applicant for the physical protection of special nuclear material; or security measures for the physical protection and location of certain plant equipment vital to the safety of production of utilization facilities. Protection of this information is required pursuant to Section 147 of the Atomic Energy Act of 1954, as amended.

(i) Security Clearance. 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.

(j) 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.)

(k) 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.

(l) 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.

H.3 SECURITY REQUIREMENTS FOR BUILDING ACCESS APPROVAL (MAR 2006)

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

A contractor employee shall not have access to NRC facilities until he/she is approved by the Security Branch, Division of Facilities and Security (SB/DFS). Temporary access may be approved based on a favorable adjudication of their security forms. Final access will be approved based on favorably adjudicated background checks by the General Services Administration in accordance with the procedures found in NRC Management Directive 12.3, Part I. However, temporary access authorization approval will be revoked and the employee may subsequently be removed from the contract in the event the employee's investigation cannot be favorably adjudicated. Such employee will not be authorized to work under any NRC contract without the approval of SB/DFS. When an individual receives final access, the individual will be subject to a reinvestigation every five years.

The Government shall have and exercise full and complete control over granting, denying, withholding, or terminating building access approvals for individuals performing work under this contract. Individuals performing work under this contract for a period of 180 days or more shall be required to complete and submit to the contractor representative an acceptable OPM Form 85P (Questionnaire for Public Trust Positions), and two FD 258 (Fingerprint Charts). Non-U.S. citizens must provide official documentation to the DFS/SB, as proof of their legal residency. This documentation can be a Permanent Resident Card, Temporary Work Visa, Employment Authorization Card, or other official documentation issued by the U.S. Citizenship and Immigration Services. Any applicant with less than two years residency in the U.S. will not be approved for building access. The contractor representative will submit the documents to the Project Officer who will give them to the SB/DFS. SB/DFS may, among other things, grant or deny temporary unescorted building access approval to an individual based upon its review of the information contained in the OPM Form 85P. Also, in the exercise of its authority, GSA may, among other things, grant or deny permanent building access approval based on the results of its investigation and adjudication guidelines. This submittal requirement also applies to the officers of the firm who, for any reason, may visit the work sites for an extended period of time during the term of the contract. In the event that SB/DFS and GSA are unable to grant a temporary or permanent building access approval, to any individual performing work under this contract, the contractor is responsible for assigning

another individual to perform the necessary function without any delay in the contract's performance schedule, or without adverse impact to any other terms or conditions of the contract. The contractor is responsible for informing those affected by this procedure of the required building access approval process (i.e., temporary and permanent determinations), and the possibility that individuals may be required to wait until permanent building access approvals are granted before beginning work in NRC's buildings.

The contractor will immediately notify the Project Officer when a contractor employee terminates. The Project Officer will immediately notify SB/DFS (via e-mail) when a contractor employee no longer requires building access and return any NRC issued badges to the SB/DFS within three days after their termination.

H.4 SECURITY REQUIREMENTS FOR INFORMATION TECHNOLOGY ACCESS APPROVAL (FEB 2004)

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.

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 sensitive information technology systems or data until he/she is approved by Security Branch, Division of Facilities and Security (SB/DFS). Temporary access may be approved based on a favorable adjudication of their security forms and checks. Final access will be approved based on a favorably adjudicated LBI in accordance with the procedures found in NRC MD 12.3, Part I. However, temporary access authorization approval will be revoked and the employee may subsequently be removed from the contract in the event the employee's investigation cannot be favorably adjudicated. Such employee will not be authorized to work under any NRC contract without the approval of SB/DFS. 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. When an individual receives final access, 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 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 SB

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 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 or 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 issuance of an NRC badge.

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 or 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 sensitive information technology systems or data until he/she is approved by SB/DFS. Temporary access may be approved based on a favorable review of their security forms and checks. Final access will be approved based on a favorably adjudicated ANACI in accordance with the procedures found in MD 12.3, Part I. However, temporary access authorization approval will be revoked and the employee may subsequently be removed from the contract in the event the employee's investigation cannot be favorably adjudicated. Such employee will not be authorized to work under any NRC contract without the approval of SB/DFS. 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. When an individual receives final access, 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 the NRC SB/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 SB 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 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 or data or other access to such systems or data; access on a continuing basis (in excess of 30 days) to NRC Headquarters controlled buildings; or otherwise requires issuance of an NRC badge.

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 immediately contact the SB/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 via email to the SB/DFS. Additionally, SB/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."

H.5 GOVERNMENT FURNISHED EQUIPMENT/PROPERTY

The Government Furnished Equipment/Property is listed in several of the tasks contained with the SOW.

The contractor shall be responsible and accountable for all Government property provided under this contract and shall comply with the provisions of the FAR Government Property Clause under this contract and FAR Subpart 45.5, as in effect on the date of this contract. The contractor shall investigate and provide written notification to the NRC Contracting Officer (CO) and the NRC Division of Facilities and Security, Physical Security Branch of all cases of loss, damage, or destruction of Government property in its possession or control not later than 24 hours after discovery. The contractor must report stolen Government property to the local police and a copy of the police report must be provided to the CO and to the Division of Facilities and Security, Physical Security Branch.

H.6 SEAT BELTS

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

H.7 APPROPRIATE USE OF GOVERNMENT FURNISHED INFORMATION TECHNOLOGY (IT) EQUIPMENT AND/ OR IT SERVICES/ ACCESS (MARCH 2002)

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

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

H.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 1-151 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)

H.9 NRC INFORMATION TECHNOLOGY SECURITY TRAINING (AUG 2003)

NRC contractors shall ensure that their employees, consultants, and subcontractors with access to the agency's information technology (IT) equipment and/or IT services complete NRC's online initial and refresher IT security training requirements to ensure that their knowledge of IT threats, vulnerabilities, and associated countermeasures remains current. Both the initial and refresher IT security training courses generally last an hour or less and can be taken during the employee's regularly scheduled work day.

Contractor employees, consultants, and subcontractors shall complete the NRC's online, "Computer Security Awareness" course on the same day that they receive access to the agency's IT equipment and/or services, as their first action using the equipment/service. For those contractor employees, consultants, and subcontractors who are already working under this contract, the on-line training must be completed in accordance with agency Network Announcements issued throughout the year 2003 within three weeks of issuance of this modification.

Contractor employees, consultants, and subcontractors who have been granted access to NRC information technology equipment and/or IT services must continue to take IT security refresher training offered online by the NRC throughout the term of the contract. Contractor employees will receive notice of NRC's online IT security refresher training requirements through agency-wide notices.

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

PART II - CONTRACT CLAUSES**SECTION I - CONTRACT CLAUSES****I.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

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

| NUMBER | TITLE | DATE |
|-----------|--|----------|
| | FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) | |
| 52.202-1 | DEFINITIONS | JUL 2004 |
| 52.203-3 | GRATUITIES | APR 1984 |
| 52.203-5 | COVENANT AGAINST CONTINGENT FEES | APR 1984 |
| 52.203-6 | RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT | SEP 2006 |
| 52.203-7 | ANTI-KICKBACK PROCEDURES | JUL 1995 |
| 52.203-8 | CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY | JAN 1997 |
| 52.203-10 | PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY | JAN 1997 |
| 52.203-12 | LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS | SEP 2005 |
| 52.204-4 | PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER | AUG 2000 |
| 52.204-7 | CENTRAL CONTRACTOR REGISTRATION | JUL 2006 |
| 52.209-6 | PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT | SEP 2006 |
| 52.215-2 | AUDIT AND RECORDS--NEGOTIATION | JUN 1999 |
| 52.215-8 | ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT | OCT 1997 |
| 52.219-6 | NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE | JUN 2003 |
| 52.219-8 | UTILIZATION OF SMALL BUSINESS CONCERNS | MAY 2004 |
| 52.219-14 | LIMITATIONS ON SUBCONTRACTING | DEC 1996 |
| 52.222-3 | CONVICT LABOR | JUN 2003 |
| 52.222-21 | PROHIBITION OF SEGREGATED FACILITIES | FEB 1999 |
| 52.222-26 | EQUAL OPPORTUNITY | APR 2002 |
| 52.222-35 | EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS | SEP 2006 |
| 52.222-36 | AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES | JUN 1998 |

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|-----------|---|----------|
| 52.222-37 | EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS | SEP 2006 |
| 52.222-50 | COMBATING TRAFFICKING IN PERSONS | APR 2006 |
| 52.223-5 | POLLUTION PREVENTION AND RIGHT-TO-KNOW | AUG 2003 |
| 52.223-6 | DRUG-FREE WORKPLACE | MAY 2001 |
| 52.225-1 | BUY AMERICAN ACT--SUPPLIES | JUN 2003 |
| 52.225-13 | RESTRICTIONS ON CERTAIN FOREIGN PURCHASES | FEB 2006 |
| 52.227-1 | AUTHORIZATION AND CONSENT | JUL 1995 |
| 52.227-2 | NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT | AUG 1996 |
| 52.232-7 | PAYMENT UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS ALTERNATE II (JAN 1986) | AUG 2005 |
| 52.232-17 | INTEREST | JUN 1996 |
| 52.232-18 | AVAILABILITY OF FUNDS | APR 1984 |
| 52.232-23 | ASSIGNMENT OF CLAIMS | JAN 1986 |
| 52.232-33 | PAYMENT BY ELECTRONIC FUNDS--CENTRAL CONTRACTOR REGISTRATION | OCT 2003 |
| 52.233-3 | PROTEST AFTER AWARD | AUG 1996 |
| 52.233-4 | APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM | OCT 2004 |
| 52.237-2 | PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION | APR 1984 |
| 52.242-1 | NOTICE OF INTENT TO DISALLOW COSTS | APR 1984 |
| 52.242-3 | PENALTIES FOR UNALLOWABLE COSTS | MAY 2001 |
| 52.242-13 | BANKRUPTCY | JUL 1995 |
| 52.243-3 | CHANGES--TIME-AND-MATERIALS OR LABOR-HOURS | SEP 2000 |
| 52.244-6 | SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS | SEP 2006 |
| 52.246-25 | LIMITATION OF LIABILITY--SERVICES | FEB 1997 |
| 52.248-1 | VALUE ENGINEERING | FEB 2000 |
| 52.249-6 | TERMINATION (COST-REIMBURSEMENT) ALTERNATE IV (SEP 1996) | SEP 1996 |
| 52.249-14 | EXCUSABLE DELAYS | APR 1984 |
| 52.253-1 | COMPUTER GENERATED FORMS | JAN 1991 |

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

(a) The Government may extend the term of this contract by written notice to the Contractor within 60 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

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

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

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

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

(2) Except for novation agreements and advance payments, delegates to the Nuclear Regulatory Commission the responsibility for administering the contract with complete authority to take any action on behalf of the Government under the terms and conditions of the contract; provided, however that the contracting agency shall give advance notice to the SBA before it issues a final notice terminating the right of the subcontractor to proceed with further performance, either in whole or in part, under the contract.

(3) That payments to be made under the contract will be made directly to the subcontractor by the contracting activity.

(4) To notify the Nuclear Regulatory Commission Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.

(5) That the subcontractor awarded a subcontract hereunder shall have the right of appeal from decisions of the cognizant Contracting Officer under the "Disputes" clause of the subcontract.

(b) The offeror/subcontractor agrees and acknowledges that it will, for and on behalf of the SBA, fulfill and perform all of the requirements of the contract.

(c) The offeror/subcontractor agrees that it will not subcontract the performance of any of the requirements of this subcontract to any lower tier subcontractor without the prior written approval of the SBA and the cognizant Contracting Officer of the Nuclear Regulatory Commission.

I.4 52.232-25 PROMPT PAYMENT (OCT 2003)

Notwithstanding any other payment clause in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer (EFT). Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph (a)(4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments--

(1) Due date.

(i) Except as indicated in paragraphs (a)(2) and (c) of this clause, the due date for making invoice payments by the designated payment office is the later of the following two events:

(A) The 30th day after the designated billing office receives a proper invoice from the Contractor (except as provided in paragraph (a)(1)(ii) of this clause).

(B) The 30th day after Government acceptance of supplies delivered or services performed. For a final invoice, when the payment amount is subject to contract settlement actions, acceptance is deemed to occur on the effective date of the contract settlement.

(ii) If the designated billing office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date is the 30th day after the date of the Contractor's invoice, provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) Certain food products and other payments.

(i) Due dates on Contractor invoices for meat, meat food products, or fish; perishable agricultural commodities; and dairy products, edible fats or oils, and food products prepared from edible fats or oils are--

(A) For meat or meat food products, as defined in section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182(3)), and as further defined in Pub. L. 98-181, including any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, as close as possible to, but not later than, the 7th day after product delivery.

(B) For fresh or frozen fish, as defined in section 204(3) of the Fish and Seafood Promotion Act of 1986 (16 U.S.C. 4003(3)), as close as possible to, but not later than, the 7th day after product delivery.

(C) For perishable agricultural commodities, as defined in section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a(4)), as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.

(D) For dairy products, as defined in section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C. 4502(e)), edible fats or oils, and food products prepared from edible fats or oils, as close as possible to, but not later than, the 10th day after the date on which a proper invoice has been received. Liquid milk, cheese, certain processed cheese products, butter, yogurt, ice cream, mayonnaise, salad dressings, and other similar products, fall within this classification. Nothing in the Act limits this classification to refrigerated products. When questions arise regarding the proper classification of a specific product, prevailing industry practices will be followed in specifying a contract payment due date. The burden of proof that a classification of a specific product is, in fact, prevailing industry practice is upon the Contractor making the representation.

(ii) If the contract does not require submission of an invoice for payment (e.g., periodic lease payments), the due date will be as specified in the contract.

(3) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(3)(i) through (a)(3)(x) of this clause. If the invoice does not comply with these requirements, the designated billing office will return it within 7 days after receipt (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils), with the reasons why it is not a proper invoice. The Government will take into account untimely notification when computing any interest penalty owed the Contractor.

(i) Name and address of the Contractor.

(ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of the mailing or transmission.)

(iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(v) Shipping and payment terms (e.g., shipment number and date of shipment, discount for prompt payment terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.

(viii) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(ix) 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 (e.g., 52.232- 38, Submission of Electronic Funds Transfer Information with Offer), 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.

(x) Any other information or documentation required by the contract (e.g., evidence of shipment).

(4) Interest penalty. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(4)(i) through (a)(4)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.

(i) The designated billing office received a proper invoice.

(ii) The Government processed a receiving report or other Government documentation authorizing payment, and there was no disagreement over quantity, quality, or Contractor compliance with any contract term or condition.

(iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(5) Computing penalty amount. The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR part 1315.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance is deemed to occur constructively on the 7th day (unless otherwise specified in this contract) after the Contractor delivers the supplies or performs the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. If actual acceptance occurs within the constructive acceptance period, the Government will base the determination of an interest penalty on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor shall resolve claims involving disputes and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.

(6) Discounts for prompt payment. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR part 1315.

(7) Additional interest penalty.

(i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR part 1315 in addition to the interest penalty amount only if--

(A) The Government owes an interest penalty of \$1 or more;

(B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and

(C) The Contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(7)(ii) of this clause, postmarked not later than 40 days after the invoice amount is paid.

(ii)(A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall--

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest is due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) If there is no postmark or the postmark is illegible--

(1) The designated payment office that receives the demand will annotate it with the date of receipt, provided the demand is received on or before the 40th day after payment was made; or

(2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand, provided such date is no later than the 40th day after payment was made.

(iii) The additional penalty does not apply to payments regulated by other Government regulations (e.g., payments under utility contracts subject to tariffs and regulation).

(b) Contract financing payment. If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.

(c) Fast payment procedure due dates. If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

(d) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

I.5 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):

<http://www.arnet.gov/far>

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

| ATTACHMENT NUMBER | TITLE | DATE | NO. PAGES |
|----------------------|--|------|--------------|
| 1 | NRC FORM 187 | | |
| 2 | BILLING INSTRUCTIONS FOR LABOR HOUR TYPE CONTRACTS | | |

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

Lanmark Technology, Inc.
10560 Main St., Suite LL-10A
Fairfax, VA. 22030

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

11/30/2006

C. PROJECTED COMPLETION DATE

04/30/2010

2. TYPE OF SUBMISSION

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

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

A. DOES NOT APPLY



B. CONTRACT NUMBER

NRC-03-07-029

DATE

4. PROJECT TITLE AND OTHER IDENTIFYING INFORMATION

Regulatory Information Conference Meeting Support Services

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

000 11/20/06

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

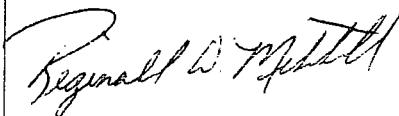
D. ACCESS IS REQUIRED TO UNCLASSIFIED SAFEGUARDS INFORMATION.

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

F. UNESCORTED ACCESS TO NRC HEADQUARTERS BUILDING.

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

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

| | | |
|---|---|--|
| NAME AND TITLE <p style="text-align: center;">Reginald Mitchell, Director, NRR/PMAS</p> | SIGNATURE  | DATE <p style="text-align: center;">11/7/06</p> |
|---|---|--|

7. CLASSIFICATION GUIDANCE

NATURE OF CLASSIFIED GUIDANCE IDENTIFICATION OF CLASSIFICATION GUIDES

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

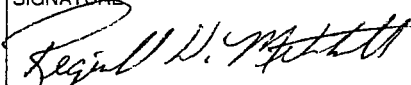
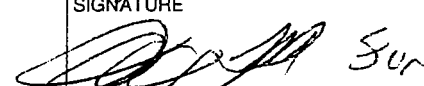

- AUTHORIZED CLASSIFIER (Name and Title)
 DIVISION OF FACILITIES AND SECURITY

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

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

10. APPROVALS

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

| NAME (Print or type) | SIGNATURE | DATE |
|--|---|---|
| A. DIRECTOR, OFFICE OR DIVISION <p style="text-align: center;">Reginald Mitchell, Director, NRR/PMAS</p> | SIGNATURE  | DATE <p style="text-align: center;">11/7/06</p> |
| B. DIRECTOR, DIVISION OF FACILITIES AND SECURITY <p style="text-align: center;">Sharon Stewart, Director, ADM/DFS</p> | SIGNATURE  | DATE <p style="text-align: center;">11/20/06</p> |
| C. DIRECTOR, DIVISION OF CONTRACTS AND PROPERTY MANAGEMENT (Not applicable to DOE agreements) <p style="text-align: center;">DONALD A. KING, BRANCH Chief, CMB 2 MaryLynn Scott, Director, ADM/DC</p> | SIGNATURE  | DATE <p style="text-align: center;">11/22/06</p> |

REMARKS

**BILLING INSTRUCTIONS FOR
LABOR HOUR 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-I-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.

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)

| | |
|---------------------------------------|------------------------------|
| <u>Official Agency Billing Office</u> | (a) Purchase Order No: |
| U.S. Nuclear Regulatory Commission | |
| Division of Contracts and Property | (b) Voucher/Invoice No: |
| Management MS: T-7-I2 | |
| Washington, DC 20555-0001 | (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.