

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

1. REQUISITION NO. 33-09-393 PAGE 1 OF 61

2. CONTRACT NO. NRC-33-09-393	3. AWARD/EFFECTIVE DATE SEP 29 2009	4. ORDER NO.	5. SOLICITATION NUMBER OIS-09-393	6. SOLICITATION ISSUE DATE
7. FOR SOLICITATION INFORMATION CALL:	a. NAME Manon Butt, Contract Specialist	b. TELEPHONE NO. (No Collect Calls) 301-492-3629	8. OFFER DUE DATE/LOCAL TIME	

9. ISSUED BY U.S. Nuclear Regulatory Commission Div. of Contracts, CMB3 Attn: Manon Butt, 301-492-3629 Mail Stop: TWB-01-B10M Washington, DC 20555	CODE 3100	10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR: <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS NAICS: 561439 SIZE STANDARD: 8(A)
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11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS N/A	13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>	13b. RATING N/A	14. METHOD OF SOLICITATION <input type="checkbox"/> RFP <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP
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15. DELIVER TO U.S. Nuclear Regulatory Commission Public Document Room Room O-1-F-21 11555 Rockville Pike Rockville MD 20852	CODE	16. ADMINISTERED BY U.S. Nuclear Regulatory Commission Div. of Contracts Mail Stop: TWB-01-B10M Washington, -DC 20555	CODE 3100
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17a. CONTRACTOR/OFFEROR BEST COPY & PRINTING INC. BCPI Attn: Raj Joshi, President 11740 PARKLAWN DR ROCKVILLE MD 20852-2533 TELEPHONE NO. 301-816-2820; fax 301-816-0169	CODE 602813289	FACILITY CODE	18a. PAYMENT WILL BE MADE BY Department of Interior / NBC email: NRCPayments@nbc.gov Attn: Fiscal Services Branch - D2770 7301 W. Mansfield Avenue Denver CO 80235-2230	CODE 3100
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17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED SEE ADDENDUM

19. ITEM NO.	20. See CONTINUATION Page SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<p>Best Copy & Printing Inc. (BCPI) shall provide Document Duplication Services for the U.S. Nuclear Regulatory Commission (NRC) Public Document Room, in accordance with the attached Statement of Work, Schedule of Items and Prices, and the contract terms and conditions.</p> <p>This is a no cost to the Government contract. The contractor shall obtain payment for copy services rendered directly from NRC public document room users. The period of performance is October 1, 2009 through September 30, 2011 (2 years) for the base period, plus three one-year option periods.</p> <p>Public Document Room (PDR), 301-415-4737 or 800-397-4209, Room O-1-F-21, Mail Stop O-1-F-13</p> <p>BCPI Contact: Raj Joshi, 301-816-2820, fax 301-816-0169, email gsa@bcpiweb.com NRC Project Officer: Karen Danoff, 301-415-2151, email Karen.Danoff@nrc.gov</p> <p>(Use Reverse and/or Attach Additional Sheets as Necessary)</p>				
				SUBTOTAL	

25. ACCOUNTING AND APPROPRIATION DATA N/A - No Funding. This is a no cost to the Government contract.	See CONTINUATION Page	26. TOTAL AWARD AMOUNT (For Govt. Use Only)
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27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ARE ARE NOT ATTACHED.

27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ARE ARE NOT ATTACHED.

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 2 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED

29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR <i>Raj Joshi</i>	31a. UNITED STATES OF AMERICA SIGNATURE OF CONTRACTING OFFICER <i>Elani Jernell</i>
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) RAJENDRA JOSHI, (CEO)	31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Elani Jernell Contracting Officer
30c. DATE SIGNED 09/29/2009	31c. DATE SIGNED 9/29/09

TEMPLATE - ADM001 SUNSI REVIEW COMPLETE OCT 02 2009 ADM002

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SECTION B - CONTINUATION BLOCK**B.1 SCHEDULE OF ITEMS AND PRICES****YEAR ONE - BASE PERIOD**

DESCRIPTION OF SERVICES	MAXIMUM QUANTITY per order	PROCESS TIMES per order	UNIT PRICE
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1. PAPER TO PAPER REPRODUCTION (per page)**a. Standard Size (up to 11" X 17"):**

Base Rate	3,000	4 hours	\$0.30
Priority Rate	3,000	1 hour	\$0.35

b. Oversize (including Engineering Drawings) (per page/sq ft):

11" X 17"	1,000	4 hours	\$0.30
Over 11" X 17"	100	24 hours	\$1.50

2. MICROFORM TO PAPER REPRODUCTION (BLOWBACKS) (per page)**a. Microfiche to Paper:**

Base Rate	3,000	6 hours	\$0.40
Priority Rate	3,000	3 hours	\$0.50

b. Aperture Cards (black and white) (per square foot):

Base Rate	500	72 hours	\$3.00
Priority Rate	50	24 hours	\$3.50

3. MICROFORM DUPLICATION (per card)

Base Rate	300	3 hours	\$10.00
Priority Rate	300	1 hour	\$15.00

4. FACSIMILE TRANSMISSION (per page)

Local Service	N/A	1 hour	\$1.00
Long Distance	N/A	1 hour	\$2.00
Foreign	N/A	1 hour	\$6.00
Long Distance			

5. VIDEO CASSETTE DUPLICATION (per cassette)

Base Rate	1	6 hours	\$45.00
Priority Rate	1	3 hours	\$55.00

6. AUDIO TAPE DUPLICATION (per tape)

Base Rate	10	6 hours	\$35.00
Priority Rate	5	3 hours	\$45.00

7. FULL TEXT (EFT)/CITATIONS TO PAPER (per page)

(NOTE: Applies to Image and OCR TIFF & PDF Text)

Base Rate	3,000	4 hours	\$0.30
Priority Rate	1,000	1 hour	\$0.35

8. FULL TEXT (EFT)/CITATIONS TO CD-ROM (CD/per page)

Base Rate	100	48 hours	\$5.00+\$0.15/Pg
Priority Rate	20	6 hours	\$6.00+\$0.20/Pg

9. CD-ROM TO CD-ROM REPRODUCTION (per CD)

Base Rate	10	24 hours	\$20.00
Priority Rate	10	2 hours	\$25.00

10. CD-ROM TO PAPER REPRODUCTION (per page)

Base Rate	1,000	4 hours	\$0.30
Priority Rate	1,000	1 hour	\$0.35

11. DVD TO DVD DUPLICATION (per DVD)

Base Rate	1	72 hours	\$25.00
Priority Rate	1	48 hours	\$35.00

12. VIDEO TO DVD DUPLICATION (per cassette)

Base Rate	1	72 hours	\$60.00
Priority Rate	1	48 hours	\$75.00

13. VHS TO CD-ROM AND DVD DUPLICATION (per VHS tape)

Base Rate	1	72 hours	\$100.00
Priority Rate	1	48 hours	\$125.00

14. APERTURE CARD TO PAPER (per card)

Base Rate	1	48 hours	\$5.00
Priority Rate	1	48 hours	\$7.50

15. APERTURE CARD TO APERTURE CARD (per card)

Base Rate	1	48 hours	\$5.00
Priority Rate	1	48 hours	\$7.50

16. PAPER TO ELECTRONIC FULL TEXT REPRODUCTION (PDF TEXT) (per page)

Base Rate	3,000	4 hours	\$0.30
Priority Rate	100	1 hour	\$0.40

17. MICROFORM TO ELECTRONIC FULL TEXT REPRODUCTION (per page)

Base Rate	1	6 hours	\$0.45
Priority Rate	1	3 hours	\$0.65

18. PAPER DUPLICATION TO PDF, COPIED ONTO A CD (per page)

Base Rate	3,000	4 hours	\$0.30/Page + \$20/CD
Priority Rate	100	1 hour	\$0.40/Page + \$25/CD

19. PAPER DUPLICATION TO PDF, COPIED ONTO A DVD (per page)

Base Rate	3,000	4 hours	\$0.30/Page + \$25/DVD
Priority Rate	100	1 hours	\$0.40/Page + \$35/DVD

20. MICROFICHE DUPLICATION TO PDF, COPIED ONTO A CD (per page)

Base Rate	1	6 hours	\$0.45/Page + \$20/CD
Priority Rate	1	3 hours	\$0.65/Page + \$25/CD

21. MICROFICHE DUPLICATION TO PDF, COPIED ONTO A DVD (per page)

Base Rate	1	6 hours	\$0.45/Page + \$25/DVD
Priority Rate	1	3 hours	\$0.65/Page + \$35/DVD

TOTAL YEAR ONE - BASE PERIOD

A five (5) percent discount will apply to orders of more than \$300.00.

Note: Orders completed for mailing by the U.S. Postal Service or by a private delivery service will include an additional cost for the mailing, shipping, or delivery service rate. Unless a user requests special packing materials, there is no additional charge by the contractor for wrapping materials and handling.

YEAR TWO - BASE PERIOD

DESCRIPTION OF SERVICES	MAXIMUM QUANTITY per order	PROCESS TIMES per order	UNIT PRICE
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1. PAPER TO PAPER REPRODUCTION (per page)

a. Standard Size (up to 11" X 17"):

Base Rate	3,000	4 hours	\$0.33
Priority Rate	3,000	1 hour	\$0.38

b. Oversize (including Engineering Drawings) (per page/sq ft):

11" X 17"	1,000	4 hours	\$0.33
Over 11" X 17"	100	24 hours	\$1.75

2. MICROFORM TO PAPER REPRODUCTION (BLOWBACKS) (per page)

a. Microfiche to Paper:

Base Rate	3,000	6 hours	\$0.45
Priority Rate	3,000	3 hours	\$0.55

b. Aperture Cards (black and white) (per square foot):

Base Rate	500	72 hours	\$3.25
Priority Rate	50	24 hours	\$3.75

3. MICROFORM DUPLICATION (per card)

Base Rate	300	3 hours	\$11.00
Priority Rate	300	1 hour	\$16.00

4. FACSIMILE TRANSMISSION (per page)

Local Service	N/A	1 hour	\$1.10
Long Distance	N/A	1 hour	\$2.20
Foreign	N/A	1 hour	\$6.50
Long Distance			

5. VIDEO CASSETTE DUPLICATION (per cassette)

Base Rate	1	6 hours	\$50.00
Priority Rate	1	3 hours	\$60.00

6. AUDIO TAPE DUPLICATION (per tape)

Base Rate	10	6 hours	\$40.00
Priority Rate	5	3 hours	\$50.00

7. FULL TEXT (EFT)/CITATIONS TO PAPER (per page)
(NOTE: Applies to Image and OCR TIFF & PDF Text)

Base Rate	3,000	4 hours	\$0.33
Priority Rate	1,000	1 hour	\$0.38

8. FULL TEXT (EFT)/CITATIONS TO CD-ROM (CD/per page)

Base Rate	100	48 hours	\$6.00+\$0.16/Pg
Priority Rate	20	6 hours	\$7.00+\$0.22/Pg

9. CD-ROM TO CD-ROM REPRODUCTION (per CD)

Base Rate	10	24 hours	\$22.00
Priority Rate	10	2 hours	\$27.00

10. CD-ROM TO PAPER REPRODUCTION (per page)

Base Rate	1,000	4 hours	\$0.33
Priority Rate	1,000	1 hour	\$0.38

11. DVD TO DVD DUPLICATION (per DVD)

Base Rate	1	72 hours	\$27.00
Priority Rate	1	48 hours	\$38.00

12. VIDEO TO DVD DUPLICATION (per cassette)

Base Rate	1	72 hours	\$65.00
Priority Rate	1	48 hours	\$80.00

13. VHS TO CD-ROM AND DVD DUPLICATION (per VHS tape)

Base Rate	1	72 hours	\$110.00
Priority Rate	1	48 hours	\$135.00

14. APERTURE CARD TO PAPER (per card)

Base Rate	1	48 hours	\$5.50
Priority Rate	1	48 hours	\$8.00

15. APERTURE CARD TO APERTURE CARD (per card)

Base Rate	1	48 hours	\$5.50
Priority Rate	1	48 hours	\$8.00

16. PAPER TO ELECTRONIC FULL TEXT REPRODUCTION (PDF TEXT) (per page)

Base Rate	3,000	4 hours	\$0.33
Priority Rate	100	1 hour	\$0.45

17. MICROFORM TO ELECTRONIC FULL TEXT REPRODUCTION (per page)

Base Rate	1	6 hours	\$0.50
Priority Rate	1	3 hours	\$0.70

18. PAPER DUPLICATION TO PDF, COPIED ONTO A CD (per page)

Base Rate	3,000	4 hours	\$0.33/Page + \$22/CD
Priority Rate	100	1 hour	\$0.45/Page + \$27/CD

19. PAPER DUPLICATION TO PDF, COPIED ONTO A DVD (per page)

Base Rate	3,000	4 hours	\$0.33/Page + \$27/DVD
Priority Rate	100	1 hours	\$0.45/Page + \$38/DVD

20. MICROFICHE DUPLICATION TO PDF, COPIED ONTO A CD (per page)

Base Rate	1	6 hours	\$0.50/Page + \$22/CD
Priority Rate	1	3 hours	\$0.70/Page + \$27/CD

21. MICROFICHE DUPLICATION TO PDF, COPIED ONTO A DVD (per page)

Base Rate	1	6 hours	\$0.50/Page + \$27/DVD
Priority Rate	1	3 hours	\$0.70/Page + \$38/DVD

TOTAL YEAR TWO - BASE PERIOD

A five (5) percent discount will apply to orders of more than \$300.00.

Note: Orders completed for mailing by the U.S. Postal Service or by a private delivery service will include an additional cost for the mailing, shipping, or delivery service rate. Unless a user requests special packing materials, there is no additional charge by the contractor for wrapping materials and handling.

OPTION YEAR ONE

DESCRIPTION OF SERVICES	MAXIMUM QUANTITY per order	PROCESS TIMES per order	UNIT PRICE
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1. PAPER TO PAPER REPRODUCTION (per page)

a. Standard Size (up to 11" X 17"):

Base Rate	3,000	4 hours	\$0.36
Priority Rate	3,000	1 hour	\$0.41

b. Oversize (including Engineering Drawings) (per page/sq ft):

11" X 17"	1,000	4 hours	\$0.36
Over 11" X 17"	100	24 hours	\$2.00

2. MICROFORM TO PAPER REPRODUCTION (BLOWBACKS) (per page)

a. Microfiche to Paper:

Base Rate	3,000	6 hours	\$0.50
Priority Rate	3,000	3 hours	\$0.60

b. Aperture Cards (black and white) (per square foot):

Base Rate	500	72 hours	\$3.50
Priority Rate	50	24 hours	\$4.00

3. MICROFORM DUPLICATION (per card)

Base Rate	300	3 hours	\$12.00
Priority Rate	300	1 hour	\$17.00

4. FACSIMILE TRANSMISSION (per page)

Local Service	N/A	1 hour	\$1.20
Long Distance	N/A	1 hour	\$2.30
Foreign	N/A	1 hour	\$7.00
Long Distance			

5. VIDEO CASSETTE DUPLICATION (per cassette)

Base Rate	1	6 hours	\$55.00
Priority Rate	1	3 hours	\$65.00

6. AUDIO TAPE DUPLICATION (per tape)

Base Rate	10	6 hours	\$45.00
Priority Rate	5	3 hours	\$55.00

7. FULL TEXT (EFT)/CITATIONS TO PAPER (per page)
(NOTE: Applies to Image and OCR TIFF & PDF Text)

Base Rate	3,000	4 hours	\$0.36
Priority Rate	1,000	1 hour	\$0.41

8. FULL TEXT (EFT)/CITATIONS TO CD-ROM (CD/per page)

Base Rate	100	48 hours	\$7.00+\$0.17/Pg
Priority Rate	20	6 hours	\$8.00+\$0.24/Pg

9. CD-ROM TO CD-ROM REPRODUCTION (per CD)

Base Rate	10	24 hours	\$24.00
Priority Rate	10	2 hours	\$29.00

10. CD-ROM TO PAPER REPRODUCTION (per page)

Base Rate	1,000	4 hours	\$0.36
Priority Rate	1,000	1 hour	\$0.41

11. DVD TO DVD DUPLICATION (per DVD)

Base Rate	1	72 hours	\$29.00
Priority Rate	1	48 hours	\$41.00

12. VIDEO TO DVD DUPLICATION (per cassette)

Base Rate	1	72 hours	\$70.00
Priority Rate	1	48 hours	\$85.00

13. VHS TO CD-ROM AND DVD DUPLICATION (per VHS tape)

Base Rate	1	72 hours	\$120.00
Priority Rate	1	48 hours	\$145.00

14. APERTURE CARD TO PAPER (per card)

Base Rate	1	48 hours	\$6.00
Priority Rate	1	48 hours	\$8.50

15. APERTURE CARD TO APERTURE CARD (per card)

Base Rate	1	48 hours	\$6.00
Priority Rate	1	48 hours	\$8.50

16. PAPER TO ELECTRONIC FULL TEXT REPRODUCTION (PDF TEXT) (per page)

Base Rate	3,000	4 hours	\$0.36
Priority Rate	100	1 hour	\$0.50

17. MICROFORM TO ELECTRONIC FULL TEXT REPRODUCTION (per page)

Base Rate	1	6 hours	\$0.55
Priority Rate	1	3 hours	\$0.75

18. PAPER DUPLICATION TO PDF, COPIED ONTO A CD (per page)

Base Rate	3,000	4 hours	\$0.36/Page + \$24/CD
Priority Rate	100	1 hour	\$0.50/Page + \$29/CD

19. PAPER DUPLICATION TO PDF, COPIED ONTO A DVD (per page)

Base Rate	3,000	4 hours	\$0.36/Page + \$29/DVD
Priority Rate	100	1 hours	\$0.50/Page + \$41/DVD

20. MICROFICHE DUPLICATION TO PDF, COPIED ONTO A CD (per page)

Base Rate	1	6 hours	\$0.55/Page + \$24/CD
Priority Rate	1	3 hours	\$0.75/Page + \$29/CD

21. MICROFICHE DUPLICATION TO PDF, COPIED ONTO A DVD (per page)

Base Rate	1	6 hours	\$0.55/Page + \$29/DVD
Priority Rate	1	3 hours	\$0.75/Page + \$41/DVD

TOTAL OPTION YEAR ONE

A five (5) percent discount will apply to orders of more than \$300.00.

Note: Orders completed for mailing by the U.S. Postal Service or by a private delivery service will include an additional cost for the mailing, shipping, or delivery service rate. Unless a user requests special packing materials, there is no additional charge by the contractor for wrapping materials and handling.

OPTION YEAR TWO

DESCRIPTION OF SERVICES	MAXIMUM QUANTITY per order	PROCESS TIMES per order	UNIT PRICE
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1. PAPER TO PAPER REPRODUCTION (per page)

a. Standard Size (up to 11" X 17"):

Base Rate	3,000	4 hours	\$0.39
Priority Rate	3,000	1 hour	\$0.44

b. Oversize (including Engineering Drawings) (per page/sq ft):

11" X 17"	1,000	4 hours	\$0.39
Over 11" X 17"	100	24 hours	\$2.25

2. MICROFORM TO PAPER REPRODUCTION (BLOWBACKS) (per page)

a. Microfiche to Paper:

Base Rate	3,000	6 hours	\$0.55
Priority Rate	3,000	3 hours	\$0.65

b. Aperture Cards (black and white) (per square foot):

Base Rate	500	72 hours	\$3.75
Priority Rate	50	24 hours	\$4.25

3. MICROFORM DUPLICATION (per card)

Base Rate	300	3 hours	\$13.00
Priority Rate	300	1 hour	\$18.00

4. FACSIMILE TRANSMISSION (per page)

Local Service	N/A	1 hour	\$1.30
Long Distance	N/A	1 hour	\$2.40
Foreign	N/A	1 hour	\$7.50
Long Distance			

5. VIDEO CASSETTE DUPLICATION (per cassette)

Base Rate	1	6 hours	\$60.00
Priority Rate	1	3 hours	\$70.00

6. AUDIO TAPE DUPLICATION (per tape)

Base Rate	10	6 hours	\$50.00
Priority Rate	5	3 hours	\$60.00

7. FULL TEXT (EFT)/CITATIONS TO PAPER (per page)

(NOTE: Applies to Image and OCR TIFF & PDF Text)

Base Rate	3,000	4 hours	\$0.39
Priority Rate	1,000	1 hour	\$0.44

8. FULL TEXT (EFT)/CITATIONS TO CD-ROM (CD/per page)

Base Rate	100	48 hours	\$8.00+\$0.18/Pg
Priority Rate	20	6 hours	\$9.00+\$0.26/Pg

9. CD-ROM TO CD-ROM REPRODUCTION (per CD)

Base Rate	10	24 hours	\$26.00
Priority Rate	10	2 hours	\$31.00

10. CD-ROM TO PAPER REPRODUCTION (per page)

Base Rate	1,000	4 hours	\$0.39
Priority Rate	1,000	1 hour	\$0.44

11. DVD TO DVD DUPLICATION (per DVD)

Base Rate	1	72 hours	\$31.00
Priority Rate	1	48 hours	\$44.00

12. VIDEO TO DVD DUPLICATION (per cassette)

Base Rate	1	72 hours	\$75.00
Priority Rate	1	48 hours	\$90.00

13. VHS TO CD-ROM AND DVD DUPLICATION (per VHS tape)

Base Rate	1	72 hours	\$130.00
Priority Rate	1	48 hours	\$155.00

14. APERTURE CARD TO PAPER (per card)

Base Rate	1	48 hours	\$6.50
Priority Rate	1	48 hours	\$9.00

15. APERTURE CARD TO APERTURE CARD (per card)

Base Rate	1	48 hours	\$6.50
Priority Rate	1	48 hours	\$9.00

16. PAPER TO ELECTRONIC FULL TEXT REPRODUCTION (PDF TEXT) (per page)

Base Rate	3,000	4 hours	\$0.39
Priority Rate	100	1 hour	\$0.55

17. MICROFORM TO ELECTRONIC FULL TEXT REPRODUCTION (per page)

Base Rate	1	6 hours	\$0.60
Priority Rate	1	3 hours	\$0.80

18. PAPER DUPLICATION TO PDF, COPIED ONTO A CD (per page)

Base Rate	3,000	4 hours	\$0.39/Page + \$26/CD
Priority Rate	100	1 hour	\$0.55/Page + \$31/CD

19. PAPER DUPLICATION TO PDF, COPIED ONTO A DVD (per page)

Base Rate	3,000	4 hours	\$0.39/Page + \$31/DVD
Priority Rate	100	1 hours	\$0.55/Page + \$44/DVD

20. MICROFICHE DUPLICATION TO PDF, COPIED ONTO A CD (per page)

Base Rate	1	6 hours	\$0.60/Page + \$26/CD
Priority Rate	1	3 hours	\$0.80/Page + \$31/CD

21. MICROFICHE DUPLICATION TO PDF, COPIED ONTO A DVD (per page)

Base Rate	1	6 hours	\$0.60/Page + \$31/DVD
Priority Rate	1	3 hours	\$0.80/Page + \$44/DVD

TOTAL OPTION YEAR TWO

A five (5) percent discount will apply to orders of more than \$300.00.

Note: Orders completed for mailing by the U.S. Postal Service or by a private delivery service will include an additional cost for the mailing, shipping, or delivery service rate. Unless a user requests special packing materials, there is no additional charge by the contractor for wrapping materials and handling.

OPTION YEAR THREE

DESCRIPTION OF SERVICES	MAXIMUM QUANTITY per order	PROCESS TIMES per order	UNIT PRICE
1. PAPER TO PAPER REPRODUCTION (per page)			
a. Standard Size (up to 11" X 17"):			
Base Rate	3,000	4 hours	\$0.42
Priority Rate	3,000	1 hour	\$0.47
b. Oversize (including Engineering Drawings) (per page/sq ft):			
11" X 17"	1,000	4 hours	\$0.42
Over 11" X 17"	100	24 hours	\$2.50
2. MICROFORM TO PAPER REPRODUCTION (BLOWBACKS) (per page)			
a. Microfiche to Paper:			
Base Rate	3,000	6 hours	\$0.60
Priority Rate	3,000	3 hours	\$0.70
b. Aperture Cards (black and white) (per square foot):			
Base Rate	500	72 hours	\$4.00
Priority Rate	50	24 hours	\$4.50
3. MICROFORM DUPLICATION (per card)			
Base Rate	300	3 hours	\$14.00
Priority Rate	300	1 hour	\$19.00
4. FACSIMILE TRANSMISSION (per page)			
Local Service	N/A	1 hour	\$1.40
Long Distance	N/A	1 hour	\$2.50
Foreign	N/A	1 hour	\$8.00
Long Distance			

5. VIDEO CASSETTE DUPLICATION (per cassette)

Base Rate	1	6 hours	\$65.00
Priority Rate	1	3 hours	\$75.00

6. AUDIO TAPE DUPLICATION (per tape)

Base Rate	10	6 hours	\$55.00
Priority Rate	5	3 hours	\$65.00

7. FULL TEXT (EFT)/CITATIONS TO PAPER (per page)

(NOTE: Applies to Image and OCR TIFF & PDF Text)

Base Rate	3,000	4 hours	\$0.42
Priority Rate	1,000	1 hour	\$0.47

8. FULL TEXT (EFT)/CITATIONS TO CD-ROM (CD/per page)

Base Rate	100	48 hours	\$9.00+\$0.19/Pg
Priority Rate	20	6 hours	\$10.00+\$0.28/Pg

9. CD-ROM TO CD-ROM REPRODUCTION (per CD)

Base Rate	10	24 hours	\$28.00
Priority Rate	10	2 hours	\$33.00

10. CD-ROM TO PAPER REPRODUCTION (per page)

Base Rate	1,000	4 hours	\$0.42
Priority Rate	1,000	1 hour	\$0.47

11. DVD TO DVD DUPLICATION (per DVD)

Base Rate	1	72 hours	\$33.00
Priority Rate	1	48 hours	\$47.00

12. VIDEO TO DVD DUPLICATION (per cassette)

Base Rate	1	72 hours	\$80.00
Priority Rate	1	48 hours	\$95.00

13. VHS TO CD-ROM AND DVD DUPLICATION (per VHS tape)

Base Rate	1	72 hours	\$140.00
Priority Rate	1	48 hours	\$165.00

14. APERTURE CARD TO PAPER (per card)

Base Rate	1	48 hours	\$7.00
Priority Rate	1	48 hours	\$9.50

15. APERTURE CARD TO APERTURE CARD (per card)

Base Rate	1	48 hours	\$7.00
Priority Rate	1	48 hours	\$9.50

16. PAPER TO ELECTRONIC FULL TEXT REPRODUCTION (PDF TEXT) (per page)

Base Rate	3,000	4 hours	\$0.42
Priority Rate	100	1 hour	\$0.60

17. MICROFORM TO ELECTRONIC FULL TEXT REPRODUCTION (per page)

Base Rate	1	6 hours	\$0.65
Priority Rate	1	3 hours	\$0.85

18. PAPER DUPLICATION TO PDF, COPIED ONTO A CD (per page)

Base Rate	3,000	4 hours	\$0.42/Page + \$28/CD
Priority Rate	100	1 hour	\$0.60/Page + \$33/CD

19. PAPER DUPLICATION TO PDF, COPIED ONTO A DVD (per page)

Base Rate	3,000	4 hours	\$0.42/Page + \$33/DVD
Priority Rate	100	1 hours	\$0.60/Page + \$47/DVD

20. MICROFICHE DUPLICATION TO PDF, COPIED ONTO A CD (per page)

Base Rate	1	6 hours	\$0.65/Page + \$28/CD
Priority Rate	1	3 hours	\$0.85/Page + \$33/CD

21. MICROFICHE DUPLICATION TO PDF, COPIED ONTO A DVD (per page)

Base Rate	1	6 hours	\$0.65/Page + \$33/DVD
Priority Rate	1	3 hours	\$0.85/Page + \$47/DVD

TOTAL OPTION YEAR THREE

A five (5) percent discount will apply to orders of more than \$300.00.

Note: Orders completed for mailing by the U.S. Postal Service or by a private delivery service will include an additional cost for the mailing, shipping, or delivery service rate. Unless a user requests special packing materials, there is no additional charge by the contractor for wrapping materials and handling.

B.2 STATEMENT OF WORK

U.S. Nuclear Regulatory Commission
Office of Information Services

STATEMENT OF WORK

Document Duplication Services for the NRC Public Document Room, NRC-33-09-393

BACKGROUND

The U.S. Nuclear Regulatory Commission's (NRC) Public Document Room (PDR), located at One White Flint North, 11555 Rockville Pike, Room O1F21, Rockville, MD 20852, provides access to copies of publicly available documents maintained by NRC. As a part of this service, the NRC requires that document duplication services and other types of media reproduction be provided so that the public can obtain copies of these documents.

The NRC PDR staff maintains a collection of more than 2 million documents in hard copy and/or on microfiche. The PDR serves a varied public, who may include engineers and other technical professionals, information brokers, and representatives of utilities. Other public patrons of the PDR include members of the nuclear industry, law firms, governments, students, private individuals, and public interest groups. They may be residents of foreign countries or representatives of foreign governments and corporations. Users typically fall into one of two basic groups: (1) frequent repeat users with a steady and constant need for PDR documents and (2) infrequent or one-time users.

On average, NRC estimates that the number of reproduction orders submitted to the Contractor during Fiscal Year 2010 will be approximately 260 to 300 orders. This figure is an estimate only. There may be variations for some or all contract services over the term of the contract due to evolving electronic availability of documents to the public over the Internet.

Duplication services rendered by the Contractor to the public shall be at no cost to the Government. The Government shall not be liable for any compensation or any expense incurred by the Contractor. The Contractor shall obtain payment from each requester for any services rendered in accordance with the Schedule of Items and Prices.

Hours of Operation

The PDR is open to the public Monday through Friday, from 7:45 a.m. to 4:15 p.m. (Eastern Time), with the exception of Federal holidays. These normal hours of operation are hereafter called PDR workdays.

SCOPE OF WORK

The Contractor shall provide all labor, equipment, materials, and supplies, except as specified or otherwise provided herein, to perform document reproduction, document delivery and related services for the public and the PDR staff (acting as the public's representative). Services required hereunder include, but are not limited to:

- (1) Retrieving orders and documents at a designated location in the PDR;

- (2) Completing reproduction orders for documents as specified on NRC Form 171, "Duplication Request," by producing paper copies from paper, paper copies from microform, duplicating microforms, or duplicating microform to PDF. The duplication of other media, for example, CD-ROMs, as well as CD-ROM to paper, DVDs to DVDs, and downloading of full text, from the NRC Agencywide Documents Access and Management System (ADAMS) to either CD-ROM or paper, is also required.
- (3) Collating and stapling individual documents (or rubber banding large documents);
- (4) Responding to inquiries from the PDR staff, the NRC project officer, or from the public on the status of reproduction orders within 1 business day;
- (5) Completing the financial transactions with the public within 5 business days for services rendered;
- (6) Delivering completed orders to the public as requested via pickup (either at Contractor's facility or at the PDR), first-class mail, shipping services (i.e.: UPS, FedEx, or other), e-mail, or by fax.
- (7) Including with the order for the customer the recipient copy of the NRC "Duplication Request" (NRC Form 171), credit card receipt, and the invoice; and,
- (8) Providing monthly statistical reports to the NRC Project Officer, and other reports by request of the NRC Project Officer.

Orders for reproduction services are provided by the PDR staff for pick up and processing by the Contractor.

TYPES OF DOCUMENTS

A document may be a letter, a drawing, a regulation, a formal printed report, an informal report, a legal document, a transcript, etc. A document can be a "single document" (one document) or a "document package" (a forwarding letter or memorandum with one or more "single documents" as attachments or enclosures). The "single document" has a page range from one to several thousand pages and may contain some oversize drawings. The document package has a page range from two to more than 10,000 pages and may contain some oversize drawings.

DOCUMENT MEDIA

The primary media for documents in the PDR is paper, microform (microfiche or aperture cards), CDs, DVDs, and electronic documents (for the most part in PDF format, there are few TIFF documents) from the NRC's Agencywide Documents Access and Management System (ADAMS). A given document can be available in any or all of these media. Most paper documents are on 8-1/2" x 11" loose-leaf or stapled sheets. However, documents may consist of the following:

- 11" x 17" document foldout pages
- 8-1/2" x 14" pages
- 8" x 17" pages of formal reports (e.g., NUREG Rainbow series)
- oversize items (larger than 11" x 17") such as drawings (some are blueprints or blueprint-like)

Documents may consist of a very limited number of:

- 14-7/8" x 11" computer page printouts
- documents with a glued spine which cannot be cut
- documents with pages smaller than 8-1/2" x 11"

Most paper documents are located in folders or in 3-ring binders. Microfiche may contain one or more "single documents" or "document packages." The microfiche have the following reduction ratios:

- 20X (12 columns with 5 or 6 rows)
- 24X (14 columns with 7 rows)
- 48X (28 columns with 13 rows; 364 frames)

The 48X Automated Records Management System (ARMS) collection represents almost all of the NRC documents made publicly available from October 1978 through October 1999. On ARMS microfiche, documents are randomly filmed as received. The Contractor shall use the microfiche address for 48X microfiche to locate the specific documents to copy. The microfiche address consists of the microfiche card number and the beginning and ending frame numbers. The 5-digit microfiche card number appears in the upper left hand corner on the microfiche.

The requester selects the medium to be reproduced. The Contractor may not select an alternate format without consulting with the requester or a PDR reference staff member. At times this may be necessary due to inferior quality of the format originally selected. The Contractor shall notify the customer if the quality of the original document is poor before working on and charging the customer for the order.

NOTE: Since technology is changing so rapidly, the NRC reserves the right to provide different document duplication services to PDR users in whatever fashion is best for the agency and the public. In addition, this Statement of Work reflects the current operating experience of the PDR. Should there be significant changes to this contract, then a contract modification will be negotiated.

PHYSICAL ARRANGEMENT OF DOCUMENTS

The arrangement of paper documents in the PDR collection is a function of the number of pages in a document and the PDR file to which it belongs: one document may be in a folder (this includes tab or expandable file folders as well as 3-ring binders); one large document may be divided over a number of folders; or, most likely, a number of documents arranged in a date order may exist in one folder. There are a few cases in which a formal printed document stands alone and is not in a folder. Folders and documents are organized in varying ways based on the document type or subject and may be filed by date, by PDR alphanumeric file code, or by both date and code. The folders may have a metal clip or an Ames Easiclip fastener holding the documents in place within the folder.

Microfiche documents are in microfiche envelopes containing one or more microfiche and are kept in cabinets specifically designed for their storage. Aperture cards are kept in cabinets specifically designed for their storage.

CARE AND HANDLING OF DOCUMENTS

The PDR staff has primary responsibility for maintenance of the document collection. However, the Contractor shall be responsible for making a conscious effort to prolong the life of each document and folder which it processes and prevent its deterioration and destruction. Older paper documents may be on onion skin paper or photocopy paper. These documents require careful handling. Repeated use, disassembly, and reassembly of multipage documents and folders inevitably degrade their condition, resulting in a wide variation in the condition of documents in the collection. The Contractor is responsible for the training and monitoring of his staff in the appropriate handling of documents.

The Contractor shall routinely replace broken Ames folder fasteners with replacement pieces supplied by the PDR. Broken folders and folders with missing or illegible labels shall be identified in the course of work and returned promptly to PDR staff for repair.

COPYRIGHTED DOCUMENTS

Occasionally, copyright protected documents are placed in the PDR. Notices of the copyright law are posted in the PDR Reading Room and in the Contractor work area to alert the public to their responsibilities in regard to copyright. These copyrighted documents may be copied for "fair use" only. The Contractor is authorized to make only one copy of such a document per order. Responsibility for further compliance with the law rests with the document requester.

REPRODUCTION ORDER FORMS

There is one government supplied NRC order form, NRC Form 171, "Duplication Request." The form is letter size, and has three copies that are marked: one copy is for the PDR staff, one copy is for the recipient (customer), and one copy is for the Contractor. The form identifies all pertinent reproduction, billing, and shipping information. The PDR staff reserves the right to revise the format of this form as needed during the contract period. The Contractor's records management system shall permit repeat users to complete the billing data in an abbreviated manner, linking the requester to information already in the Contractor's files. When an order contains different types of documents (for instance, fiche blowbacks and ADAMS documents), the order with the longest processing time dictates the processing time for the entire group of documents. The NRC order form includes an individual request number.

The SPECIAL INSTRUCTIONS block on the form may serve a variety of purposes. The requester may indicate in that block that several different order forms are to be linked together as one large order for pickup or mailing/shipping at the same time to the requester or recipient. A requester may also use SPECIAL INSTRUCTIONS to request special handling or copying (i.e., double-sided copying).

The PDR staff or on-site requestor shall complete and date stamp all order forms and place them with the appropriate folders, microforms, or non-print media at a designated location in the PDR for pick up by the Contractor.

An order is defined as the order form(s) plus folder(s) and/or microform(s) or non-print media from which copies are to be made. The requester is responsible for specifying documents to be copied. The Contractor is not expected to make subjective decisions about which documents are to be reproduced. Except for electronic files in ADAMS, the onsite public requester or a

PDR staff member retrieves documents from the PDR and attaches them to the order form described herein.

The Contractor may not accept letter, fax, Internet, or telephone requests for documents submitted by the public directly to the Contractor. When such requests are received, the Contractor shall refer telephone callers to the PDR reference staff. The Contractor shall forward e-mail requests from the public to the PDR public e-mail address (pdr.resource@nrc.gov), and hand-carry any letter or fax request.

The Contractor shall not sell or share with any individual or organization any mailing lists or listings of PDR clients obtained while performing as the PDR document reproduction contractor. The Contractor shall not maintain copies of NRC documents in any form (microfiche, paper, CD-ROM, electronic, etc.) or act as a sales agent.

WITHDRAWAL OF PDR DOCUMENTS

Occasionally, the PDR staff may be directed by NRC to withdraw a document immediately. The Contractor shall bring microfiche and/or copies already made to the Project Officer or designee. If this means interrupting an order in progress, the Contractor shall notify the Project Officer who will explain the situation to the requester.

REPRODUCTION SERVICES TO BE PERFORMED BY THE CONTRACTOR

PAPER TO PAPER REPRODUCTION

The requester identifies documents and/or pages to be reproduced. PDR staff paper clips those items in the folder(s) and attaches a completed order form to the folder(s). If the requester wants all the pages in a given folder, a written instruction may simply be given on the order form instead of using paper clipping.

The Contractor shall disassemble, copy, reassemble, and restaple the original document, and then reassemble the file folders. The copy shall be assembled, collated, and stapled (when the original document was stapled) or rubber-banded (large documents).

The Contractor shall retain the proper sequence of pages/documents, in both the original and the copy. Special care in maintaining proper sequence shall be taken whenever the requester orders more than one document from a folder, a multi-volume document, or a large document placed in a series of folders.

When an order form requests all pages from more than one folder, the Contractor shall identify the pages belonging to each folder. This will enable the requester to read the pages sequentially as they appeared in the folders. An example would be a large multi-volume document or document package or a set of related folders which constitute a "reading file." The Contractor shall reproduce a copy of the label on the folder and treat it as the first page for the stack of pages produced from that folder.

When a paper document with a spine is submitted with an order form, the Contractor shall check with a PDR staff member to obtain permission to cut off the spine to aid in reproduction. If permission is not given, the Contractor shall still perform the reproduction.

The customer shall not be charged for blank pages, except for the occasional blank page buried within a two-sided document or an occasional blank sheet which appears in a one-sided original. The Contractor shall examine documents carefully prior to copying to identify two-sided documents and reproduce them accordingly. When a document consists of a mixture of two-sided and one-sided sheets, the Contractor shall identify and note the number of single-sided sheets which appear in groups of three or more and exclude the corresponding blanks from the total page count. A customer may request and shall receive reimbursement for any blank pages received that do not fall within the preceding guidelines.

The contractor shall provide all paper to paper copied products on either white bond or white recycled paper. Any special services requested by the customer above and beyond this standard (e.g., colored paper, three-holed paper) must be done at the plain-paper price and is not required in this contract.

Special services must be specified in the contract proposal and must be made known by the Contractor and available to all customers on request.

PAPER TO PAPER REPRODUCTION – STANDARD SIZE AND OVERSIZE

Standard size pages are those which are up to 11" x 17". Pages greater than legal size 8-½" x 14" and smaller than 11" x 17" shall be reduced to legal size paper and reproduced by the Contractor at the base rate. Many foldouts and some of the Rainbow Series of NUREGs are this size. If the requester does not want the pages reduced, the Contractor shall be informed via the "SPECIAL INSTRUCTIONS BLOCK" on the order form. If reduction would make the reproduction illegible, quality control requirements shall apply.

Oversize pages are those which are 11" x 17" or larger.

The Contractor shall have the capability to produce full size reproduction, including both blueprints and blue-line or black-line engineering drawings.

MICROFORM TO PAPER (BLOWBACK) REPRODUCTION

The Contractor shall produce blowbacks from microforms. The microforms to be blown back consist of second generation aperture cards and second generation microfiche, and have the following reduction ratios:

- 20X (12 columns with 5 or 6 rows)
- 24X (14 columns with 7 rows)
- 48X (28 columns with 13 rows; 364 frames)

The Contractor shall be capable of providing aperture card blowbacks in both full size and reduced 18" x 24" size prints on bond paper. Microfiche blowbacks shall be on 8-½" x 11" white bond or white recycled paper.

The Contractor shall staple, rubber-band, or attach by Ames Easclip each multi-page paper document produced from microfiche. When multiple documents on a single microfiche are marked on the reproduction form with special non-sequential grid locations, the Contractor shall keep non-sequential grids separate and staple or rubber-band each document or set of pages accordingly.

The PDR staff shall identify the pages that will be copied from each microfiche card. There are times when all the pages on the microfiche card will be copied to paper or to electronic format; in these cases the NRC order form will state that all pages on the microfiche card will be copied. Microfiche test frames or "end of file" frames shall not be included in reproduction orders.

MICROFORM TO MICROFORM REPRODUCTION

The Contractor shall produce black diazo duplicates of aperture cards and microfiche. Duplicates shall be produced on 5 mil. thick polyester diazo film. Each microfiche duplicate shall be placed in an individual plain protective envelope for the requester. Nearly all the PDR microform collection is second generation diazo film. An undetermined amount of third generation microforms may also exist.

On each duplicate aperture card, the Contractor shall record the identifying numbers which appear on the PDR aperture card.

MICROFORM AND PAPER TO ELECTRONIC FULL TEXT

The Contractor shall produce copies of microform and paper documents to electronic full text in PDF format. Documents can be sent to the user by e-mail or copied to a CD-ROM and shipped to the user.

Each CD-ROM must be placed in a heavy envelope or jewel case. The labeling may either be on the CD-ROM itself or on the envelope. The labeling should contain the same information as the PDR copy.

CD-ROMs must conform to International Organization for Standardization (ISO) standards and must be playable on all standard platforms (UNIX, Windows, and Macintosh).

Contractor must delete all electronic copies of reproduced documents once they are sent to the public user.

ELECTRONIC FULL TEXT TO CD-ROM/PAPER REPRODUCTION

The Contractor shall be able to reproduce for the public full text documents from the NRC's Agencywide Document Access and Management System (ADAMS) to paper or to CD-ROM.

ADAMS comprises the policies, processes, and software tools to manage NRC documents in an electronic, rather than paper-based, environment. ADAMS contains the electronic text of documents, their images, and bibliographic data. Under ADAMS, NRC makes its public documents available electronically through the ADAMS Public Library on the NRC Internet web site. The system allows everyone with access to the Internet either at home, at work, or at a public library to visit the NRC Home Page and its Electronic Reading Room to search for, view, download, and print NRC documents.

The Contractor shall download the Citrix software available on the NRC's public web site in order to access the Citrix version of public ADAMS. Information about this software is available at <http://www.nrc.gov/reading-rm/adams/citrix-based.html>.

The hard copy output of text and abstracts shall be done on a high-speed laser printer. Single-sheet paper shall be used. The print quality shall be such that the copy is readable.

Full text documents downloaded to CD-ROM will be defined as one logical file (e.g., as many entire documents as will fit shall be copied onto a CD).

CD-ROMs must conform to ISO standards and must be playable on all standard platforms (UNIX, Windows, and Macintosh).

The labeling may either be on the CD-ROM itself or on the envelope. The labeling should contain the ADAMS accession numbers or report numbers of the document or documents on the CD-ROM.

Reproduced CD-ROMs shall be subject to the same mailing options and delivery times as other reproduced media (i.e., U.S. Mail, Federal Express, UPS). Special protective packaging (jewel cases, bubble-wrap) shall be required to insure that the contents arrive safely.

COMPACT DISK (CD-ROM) DUPLICATION

The Contractor shall produce duplicate copies of compact disks (e.g., CD-ROMs with either text, images, sound, and/or motion) provided by the PDR. In all cases, the compact disks to be duplicated are copies and not the original master.

The duplicated discs must conform to ISO standards and must be playable on all standard platforms (UNIX, Windows, and Macintosh).

Each reproduced CD-ROM must be placed in a heavy envelope or jewel case. The labeling may either be on the CD-ROM itself or on the envelope. The labeling should contain the same information as the PDR copy.

COMPACT DISK (CD-ROM) TO PAPER DUPLICATION

The contractor shall produce paper copies from compact disks (CD-ROMs) provided by the Public Document Room. The contractor shall have the ability to reproduce to individual pages, chapters, or everything from a CD-ROM (e.g., Final Safety Analysis Report). The file structure and print function, however, can vary for each individual CD-ROM. Until there are uniform standards for CD-ROM submittals, the Contractor shall notify the PDR of the problems with a reproduction order, if the Contractor is unable to reproduce specific sections of a CD-ROM. The customer will then be given the option of having the contents of the CD-ROM copied in its entirety to paper or CD-ROM.

The paper copies shall be single-sided copies on white bond or white recycled paper. Any special services requested by the customer above and beyond this standard (e.g., colored paper, three-holed paper) must be done at the plain-paper price and is not required in this contract.

The reproduced paper products from the CD-ROM shall be subject to the same mailing options and delivery times as other reproduced media (i.e., U.S. Mail, Federal Express, UPS).

DIGITAL VERSATILE DISC (DVD) DUPLICATION

The Contractor shall produce duplicate copies of DVDs (e.g., DVDs with either text, images, sound, and/or motion) provided by the PDR. In all cases, the DVD disks to be duplicated are copies and not the original master.

The duplicated discs must conform to ISO standards and must be playable on all standard platforms (UNIX, Windows, and Macintosh).

Each reproduced DVD must be placed in a heavy envelope or jewel case. The labeling may either be on the DVD itself or on the envelope. The labeling should contain the same information as the PDR copy.

Reproduced DVDs shall be subject to the same mailing options and delivery times as other reproduced media (i.e., U.S. Mail, Federal Express, UPS). Special protective packaging (jewel cases, bubble-wrap) shall be required to insure that the contents arrive safely.

VHS TAPE DUPLICATION

The Contractor shall produce duplicate copies of VHS tapes provided by the PDR. In all cases, the tapes to be duplicated are copies and not the original master.

Labeling should be on the tape itself.

Reproduced VHS tapes shall be subject to the same mailing options and delivery times as other reproduced media (i.e., U.S. Mail, Federal Express, UPS). Special protective packaging (bubble-wrap) shall be required to insure that the contents arrive safely.

COMPLETED PRODUCTS

The Contractor's handling of the completed products shall be as follows: Each CD-ROM or DVD with text documents produced shall be placed in a protective envelope. The disc will have a label with the name of the document or ADAMS accession number(s) and the date copied.

All data reproduced on DVD, CD-ROM, or on paper, are subject to the requirements outlined in the section entitled "Quality Control." Defective DVDs or CD-ROMs or poor quality printed documents due to toner problems will be grounds for redoing the order at no extra cost to the requester.

STATISTICAL INFORMATION

Statistics by media type shall be kept by the Contractor and submitted to the Project Officer on a monthly basis. The statistics shall include the number of document media types reproduced each month (paper, microfiche, DVD, CD-ROM), the number of RUSH orders and non-RUSH orders for each document media type, and the number of pages or discs reproduced each month.

Monthly statistics shall be submitted to the project officer no later than the sixth business day of each month.

REPRODUCTION COMPLETION SCHEDULE

Turnaround Times

Nearly all requesters have an immediate need for documents. The Contractor shall use its schedule of turnaround times for all document reproduction services, as submitted in its

proposal and as incorporated into this contract. Variables may include: type of media, size of original, size of reproduction, and volume of order. Rush service shall be offered in addition to a standard turnaround schedule.

Because a requester may not have a choice between paper to paper reproduction and blowbacks, the Contractor shall offer turnaround times for both processes that are reasonably similar. For example, four hours for paper to paper versus two days for the same number of blowbacks would be unacceptable.

Processing times shall be measured from the time the copy order is picked up by the Contractor from the PDR.

When the PDR staff neglects to time and date stamp the request form, the Contractor shall note the time and date of pickup on the form.

When problems arise with information or lack of it on an order during the pickup stage or upon the start of reproduction, the Contractor shall attempt to contact the requester that same day, if the requester is onsite or within local calling distance. When the requester cannot be contacted or is not within local calling distance, the Contractor shall contact the Project Officer for further guidance. When the necessary information cannot be readily obtained, the Project Officer may suggest returning the documents to the PDR and having the Contractor note the reason for not completing the request on the order form. The Contractor shall keep the order form to answer eventual inquiries regarding the order.

Recording the Completion of the Reproduction Process

Following the completion of the reproduction process, the Contractor shall record the quantity and type of service (pages, microfiche, etc.) on the order form(s), as well as the date and time of completion. The requester's copy of the order form is then placed with the order for delivery.

The Contractor shall prepare an invoice for the order following established procedures. A copy of the customer invoice shall also be placed with the order for delivery. If payment for document(s) is by credit card, include a copy of the detailed charge card slip with the order.

If document(s) are sent to the requestor by e-mail, an electronic copy of NRC order form, the invoice, and the charge slip must also be attached.

Delivery Options and Schedules

The Contractor shall offer a variety of delivery options, including but not limited to, onsite pickup, U.S. Postal Service, express services (e.g., Fed Ex, UPS), fax, and e-mail. The Contractor shall follow his delivery schedule as submitted in the proposal and as incorporated into this contract.

Postage, shipping, or delivery service charges, domestic and foreign, by the U.S. Postal Service or by a private shipping or delivery service shall be accurately calculated by the contractor. No handling charge or any other fee may be added to the postage, shipping or delivery cost.

Unless a user requests special packing materials, there is no additional charge by the Contractor for wrapping materials and handling. The mailing of reproduced DVDs and CD-ROMs shall be done in standard padded mailers or protective packaging (jewel cases, bubble-wrap) to insure that the contents arrive safely.

Orders for on-site pickup can either be picked up by the customer at the NRC Public Document Room or at the Contractor's location. Orders that are picked up by the customer, rather than shipped, shall not incur shipping costs. All orders picked up by the customer at the PDR need to be pre-paid by the customer to the contractor.

COD shall be an option for non-account holders who have an immediate need for an order.

Express service companies to be used shall be specified and remain in effect for the duration of the contract period. Should a delay occur in an evening express service pickup, the Contractor shall make arrangements for a pickup the following morning.

The Contractor shall offer both foreign and domestic fax service. Orders delivered by fax may be limited by number of pages in relation to turnaround time. Fax turnaround times shall apply regardless of whether requested documents are originally in paper, microform, or electronic format.

The Contractor shall maintain a log of all mailed/shipped and faxed orders, which clearly identifies the order, the date, time, and method of delivery. This log shall be readily accessible and shall be used to respond to inquiries from requesters and PDR staff.

All orders completed before noon shall be mailed/shipped the same day. Orders completed after noon shall be mailed/shipped by the next PDR workday. Exceptions may apply based on the Contractor's proposed rush service options and billing policy and procedures. The size or type of order shall not be cause for delay of delivery.

If an order has to be redone due to an error, the Contractor shall not charge the customer a second time for duplication or mailing the corrected order. The Contractor shall ship the corrected order by the same method as the previous order.

Rush service may be required by the customer. PDR staff shall ask the Contractor for a separate pick-up for the request for a rush order.

Return of Original Documents to the Public Reading Room

As orders are filled, the Contractor shall return all PDR folders, microforms, and other media to the PDR staff as they pick up orders. The NRC Project Officer may request a document(s) to be returned sooner. However, at a minimum, all folders, microforms, and other media processed before noon on a given PDR work day shall be returned by the 2:30 p.m. pick-up on the same day.

Microforms submitted with orders shall be returned by the Contractor to one central location in the PDR Reading Room in separate, respective groups of 20X, 24X, and 48X microfiche and aperture cards secured with rubber bands. All PDR microfiche shall be returned in the same envelopes in which they were received, faced forward so that the headers are legible. When multiple microfiche are placed in a single envelope, the Contractor shall place them in correct numerical sequence with the first microfiche on top. When a slip sheet appears in a PDR microfiche envelope in order to separate the first and second microfiche, the Contractor shall place the slip sheet in that position in the PDR envelope, even if it was incorrectly placed when received.

Managing Work Flow and Customer Inquiries

The Contractor shall establish a routine work flow pattern from the time an order is picked up through the return of documents and billing. Contractor staff shall be able to respond to customer inquiries about orders, at any point in the process. The Contractor shall have the capacity to retrieve order information by requester name or organization, customer account number, or request number. The Contractor shall respond to routine inquiries on status of orders within a reasonable time. A requester's lack of knowledge of a request number is not, by itself, sufficient reason for the Contractor failing to locate an order.

If business is such that at any time during the life of the contract the Contractor fails or has difficulty meeting specified turnaround times, the contractor will be required to take corrective action to handle the volume.

Cancellation Policy

There are occasions when the customer will cancel their copy order.

If the copy order has not been processed yet, and the customer cancels the order, the Contractor can not charge the customer.

If order processing has begun, and the customer cancels the order, the Contractor shall stop the work. Contractor shall charge the customer for the portion of the order that was processed, whether or not the customer chooses to receive the partially completed order. Contractor shall ask the customer if they want the partial order that was completed. Shipping charges will apply.

QUALITY CONTROL

Quality Control - Reproduction

The Contractor shall provide paper reproductions to the public that are complete, clearly legible, centered on the sheet, reflect uniform density throughout the image, and are free from any excessive background or toning.

All paper reproductions shall be properly collated, stapled (rubber banded in the case of large documents), and be in black image on white bond or white recycled paper.

The Contractor shall provide diazo duplicates of microforms on a 5 mil. thick, clear, polyester base. The quality of all microforms produced must be such that the resolution requirement listed below is resolved when read in accordance with the procedures of M.S. Microcopy Resolution Test Chart 1010: Diazo Microfiche - a minimum of 135 line pairs per mm. There shall be no more than 20 percent loss of background density, and the base plus clear area shall remain the same.

All Contractor duplicated microforms shall be free of scratches, holes, tears, fingerprints, dirt, dust, or any defect that would adversely affect their usefulness. The Contractor shall replace at no charge to the recipient any reproductions failing to conform to these standards.

Since PDR documents are of varying quality, even within a document package, the Contractor shall be responsible for monitoring the legibility and accuracy of completed orders. The Contractor shall halt reproduction when requested documents are not legible or otherwise

unsuitable for reproduction. The Contractor shall also quality check all documents to be faxed to determine whether or not the document is of sufficient quality to provide a legible copy via facsimile. The Contractor shall bring problems to the attention of the Project Officer, at which time the processing time clock is suspended until the problem is resolved. The Project Officer shall attempt to replace the defective document and shall notify the customer of lengthy delays or the contractor's inability to fill the order.

Valid complaints concerning the legibility and accuracy of orders, as judged by the Project Officer, in excess of one per month average (exclusive of the first month of the contract) over a 2-4 month period (at the discretion of the Project Officer) shall be grounds for the NRC's consideration of terminating the contract.

Quality Control - Turnaround Time and Delivery Schedule

Turnaround times as stated in the Contractor's schedule and the delivery schedule as outlined above shall each be met at least 95 percent of the time, based on sampling. That is, in the 20 orders examined, there may be no more than one case of a deviation from the stated respective schedule, in the same or different orders, irrespective. Falling below the 95 percent level on average for one or both elements over a 2-4 month period (at the discretion of the Project Officer) shall be grounds for the NRC's consideration of terminating the contract.

Quality Control - Responses to Questions/Public Relations

Valid complaints, as judged by the Project Officer, equal to or greater than one per month averaged over a 2-4 month period (at the discretion of the Project Officer) shall be grounds for the NRC's consideration of terminating the contract.

CONTRACTOR PERSONNEL

As the Contractor provides a service for the PDR and its users, and because members of the public commonly perceive the Contractor as an extension of the PDR and the NRC, all interactions between Contractor staff and the public and between Contractor staff and PDR staff shall be pleasant, courteous, and professional at all times. The NRC Project Officer shall report all complaints about Contractor employee behavior toward the public or PDR staff to the Contractor Program Manager. If the NRC Project Officer receives two complaints concerning a specific individual, the Contractor shall immediately reassign that person to tasks which involve no public or PDR staff contact.

Each Contractor employee who will be working under this contract shall be a citizen of the United States or a resident alien who has been lawfully admitted to the United States. Each Contractor employee who picks up copy orders from the PDR must be able to obtain a security clearance for building access.

The Contractor Program Manager and his/her backup will be considered Key Personnel under this contract. The Contractor Program Manager/backup shall be knowledgeable with all contract-related responsibilities and procedures and shall have access to all order and billing records. In addition, a strong customer service orientation is a critical attribute for the Contractor Program Manager and backup. The Contractor's proposed Key Personnel and other proposed personnel shall have demonstrated experience in performing the various document and media reproduction duties addressed in the statement of work, including knowledge of various delivery services, automated retrieval systems, and accounting systems.

The Contractor shall specify in their proposal the proposed Key Personnel and other proposed personnel, including backup personnel, to be assigned to this contract and delineate the responsibilities of each individual.

Additional personnel are to be provided by the Contractor on an as needed basis to meet the processing and delivery schedules established in this contract for document reproduction services and to accomplish all related tasks.

Contractor personnel shall refer all questions related to PDR policy and procedures or reference services to the PDR reference librarians.

All Contractor employees who interact with the PDR staff and users shall have a good command of the English language, including speaking, reading, and understanding English.

Upon contract award, at least two Contractor employees, including the Contractor Program Manager and his/her backup, will be trained by the NRC Project Officer in processing orders and accessing ADAMS. The Contractor shall be responsible for subsequent training and supervision of Contractor employees in these activities.

BILLING POLICY AND PROCEDURES

The Contractor shall establish a billing policy which includes, at a minimum, the following features:

- Uniformly applies to all customers and is consistently followed in processing all orders.
- Is easily understood by the general public (i.e., not only accountants).
- Considers the needs of both frequent and infrequent customers without posing more favorable terms to one group over another.
- Accommodates all types of delivery services offered.
- Defines all types of accounts to be offered and sets out terms and methods of payment for each.
- Clearly states procedures for opening and closing each type of account.
- Clearly states what action will be taken, and when, to collect overdue accounts, including procedures for discontinuing service due to nonpayment, and the use of finance charges.
- Clearly states how charges which are disputed by the customer will be documented and resolved and which services will continue during the period of dispute.
- No minimum charge for orders, except for orders paid by credit cards.
- Presents a schedule for issuing invoices and account statements.

- If total amount of order is over \$100, the Contractor shall contact the customer to verify amount and documents to be reproduced.

PDR staff will record Contractor assigned customer numbers on orders submitted by them, if this information is provided by the customers. The Contractor may link a customer account number to a national credit card, but may not require the recording of the credit card number itself on an order. This policy has been established to remove PDR staff from responsibility for the accurate recording and security of a credit card number.

The Contractor shall not close a delinquent account or otherwise restrict it without two weeks advance notice to the Project Officer. The advance notice shall be in writing, shall explain how the billing policy and procedures have been applied fairly and accurately, and shall include all backup material such as copies of invoices and related correspondence, including any evidence of registered mail. The NRC Project Officer shall contact the customer to confirm an understanding of the potential loss of service.

The prices set forth shall be the prices billed PDR requesters. These prices shall include handling and materials costs for wrapping in conformance with standard commercial practice to insure that the filled orders arrive in satisfactory condition. Applicable sales and use tax will be billed as a separate item.

The Contractor is subject to the same conditions and sales charges as members of the public, should the Contractor want to use PDR information for private purposes.

Invoices shall provide at a minimum the following information:

- Contractor's name, address, and telephone number. The telephone number and email address of the PDR onsite location shall also appear to permit inquiries on the status of orders and accounts. This telephone number and email address shall be identified for that purpose.
- Statement that reproduced documents were obtained from the Public Document Room of the U.S. Nuclear Regulatory Commission.
- The pre-printed NRC request number for each separate order that is being billed and the date each order was placed.
- Quantity and amount due for each medium (number of hard copy pages, number of microfiche, number of faxed pages, etc.) provided to the requester.
- Applicable Sales and Use Tax.
- Mailing/shipping costs when applicable.
- Total amount due.

The Contractor shall maintain a file of all orders received throughout the contract period and copies of all invoices and statements issued. These records shall be available to the Project Officer at all times.

Infrequently, there may be mistakes by the PDR staff in requesting documents to be reproduced for a PDR customer. The costs of such mistakes shall be absorbed by the reproduction contractor. If there is a dispute, the issue may go to the Contract Specialist in the NRC Division of Contracts for resolution.

If the Contractor fails to issue an invoice within 60 days, the Contractor shall forego the right to collection for that service. The NRC assumes no obligation to collect payment for Contractor services.

At the discretion of the Project Officer, the Contractor shall be available following award of the contract, however, prior to the effective date of the contract, to present a public orientation in the PDR Reading Room related to the new services, billing policy, and procedures, and to answer related questions posed by the public. This orientation shall be arranged and presented jointly with the Project Officer.

DURATION OF CONTRACT PERIOD

Performance under this contract shall commence on October 1, 2009, and will expire on September 30, 2011. The term of this contract may be extended at the option of the Government for three additional one year periods.

RELEASE OF USER INFORMATION

All Contractor employees shall comply with the provisions in NRC Manual Chapter 0209, Release of PDR User Information (see attached).

REPORTS, DOCUMENTATION AND OTHER DELIVERABLE END ITEMS

On or before the sixth business day of each month, the Contractor shall provide the NRC Project Officer a monthly report on Contractor letterhead for the previous month's reproduction services. The monthly reports shall include the number of orders processed in the reporting month separated out by type of service (paper to paper, microfiche to paper, etc.). The number of RUSH orders shall be separate from the number of non-RUSH orders. A monthly total of orders for the month shall also be reported.

In addition, the Contractor may be called upon by the NRC Project Officer occasionally to provide special statistics, for example, determining the usage and reproduction of Category P documents during the most recent six months. Such a task would require approximately four hours of staff time.

Each week for the first four weeks of the contract, the Contractor and the NRC Project Officer together shall sample a set of ten orders to determine the processing time and to review associated tasks for delivering the filled order. The results of this sample shall be verbally discussed to resolve or eliminate problems.

For each of the succeeding months of the contract period, the NRC Project Officer shall supply to the Contractor a sample of orders (no more than 20) from the previous month. At the NRC Project Officer's discretion, the sample may be randomly selected from the Contractor's file of filled orders, or it may be a selected group of orders chosen by the NRC Project Officer. The Contractor shall analyze the sample orders against the contract requirements and report the results using a form supplied by the NRC Project Officer. The Contractor shall respond within

two weeks to the NRC Project Officer with results of this review. At any time, the NRC Project Officer may view a particular order to review its completion time.

Before any form or form letter generated by the Contractor is sent or given to PDR public users, a copy shall be provided to the NRC Project Officer to review for information purposes as well as for potential discrepancies in regard to the requirements of the contract.

Three months before the end of the contract period, the contractor shall supply the NRC Project Officer with a set of pre-printed mailing labels in zip code order for all account holders served during the previous twelve months of the contract period. These mailing labels shall represent at a minimum 90 percent of the recipients served during the previous twelve months of the contract period. The labels must be clear and complete to enable the PDR to notify past recipients of the forthcoming expiration of the reproduction contract and possible changes in prices and services.

CONTRACTOR PROVIDED PROPERTY AND MANPOWER FOR OFF-SITE (CONTRACTOR) REPRODUCTION AND RELATED SERVICES

Resources, Equipment, and Facilities

The Contractor shall have the necessary resources and equipment available for off-site reproduction of all types of services specified in this Statement of Work and the Schedule of Items and Prices required for compliance with processing and delivery schedules. The Contractor shall be responsible for all film, paper, property, equipment, transportation, and all other supplies as required to provide reproduction and related services at the offsite facility.

The Contractor shall provide all computer and communications equipment and software necessary to access ADAMS. The equipment installed at the contractor's site must be compatible with NRC's computer equipment.

Copy Order Pick-up Procedure

The Contractor shall call the PDR staff twice a day, once at around 9:30 a.m. and again at around 2:30 p.m. to ask if there are copy orders. If there are copy orders, the Contractor shall pick up the copy orders within 45 minutes of the time of the call. PDR staff shall notify the Contractor, in advance if possible, if the reading room will be closed during these times for any reason. There shall be a 3:15 p.m. cut-off time for the Contractor to pick up orders from the Public Document Room.

Attachments:

NRC Form 171, Duplication Request
NRC Manual Chapter 0209, Release of PDR User Information
NRC Form 187, Contract Security and/or Classification Requirements

DUPLICATION REQUEST

Estimated burden per response to comply with this information request to obtain a benefit: 5 minutes. This data is needed to locate the information requested by the individual. Send comments regarding burden estimate to the Records and FOIA/Privacy Services Branch (T-5 F53), U.S. Nuclear Regulatory Commission, Washington, DC 20555-0001, or by internet e-mail to infocollects.resource@nrc.gov, and to the Desk Officer, Office of Information and Regulatory Affairs, NEOB-10202, (3150-0066), Office of Management and Budget, Washington, DC 20503. If a means used to impose an information collection does not display a currently valid OMB control number, the NRC may not conduct or sponsor, and a person is not required to respond to, the information collection.

DATE OF REQUEST

DOCUMENT FILE INFORMATION

OUTPUT CATEGORIES:

P = PAPER	CD = CD-ROM	AF = APERTURE FULL BLOWBACK	DVD = DVD-ROM
M = MICROFICHE	AD = APERTURE DUPLICATE	AR = APERTURE REDUCED BLOWBACK	PDF = PDF FILE

IDENTIFICATION	NO. OF COPIES	OUTPUT CATEGORY

BILL TO

SEND TO (if different from BILL TO)

ORGANIZATION		ORGANIZATION	
NAME		NAME	
ADDRESS		ADDRESS	
CITY, STATE, ZIP CODE		CITY, STATE, ZIP CODE	
TELEPHONE (Include Area Code/Ext)	FAX TELEPHONE (Include Area Code/Ext)	TELEPHONE (Include Area Code/Ext)	FAX TELEPHONE (Include Area Code/Ext)

SHIPPING METHODS

CUSTOMER EMAIL ADDRESS

- PICKUP AT PDR
- EMAIL
- FAX
- OTHER: _____
- PICKUP AT COPY SERVICE
- MAIL (U.S. POSTAL SERVICE)
- UPS (UNITED PARCEL SERVICE)
- FEDERAL EXPRESS

COPY ACCOUNT ON FILE

SHIPPING OPTION ACCT. NO. (If applicable)

OTHER (Specify)

VISA MASTER CARD DISCOVER

CREDIT CARD NUMBER

EXPIRATION DATE

AMERICAN EXPRESS

CREDIT CARD NUMBER

EXPIRATION DATE

ORDERED BY (INITIALS)	COMPLETED BY (INITIALS)	SPECIAL INSTRUCTIONS
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U.S. NUCLEAR REGULATORY COMMISSION
NRC MANUAL

Volume: 0000 General Administration
Part : 0200 Administrative Procedures and Services

SECY

CHAPTER 0209 RELEASE OF PDR USER INFORMATION

0209-01 COVERAGE

This chapter implements the NRC policy statement on release of PDR user information that was approved by the Commission on October 7, 1988.

0209-02 POLICY

NRC will not release the names of PDR users or information regarding data or documents sought or obtained by PDR users, except where an NRC employee requires the information for the performance of official duties (generally applicable only to NRC employees assigned to the PDR), where a statute, regulation, or court order requires the release of such information, or where the General Counsel has determined that the information is requested by a law enforcement agency for purposes of a criminal investigation reasonably related to the individual about whom the information is requested or to a document in the PDR collection.

0209-03 RESPONSIBILITIES AND AUTHORITIES

031 The Chief, Public Document Branch, SECY:

- a. Provides NRC employees assigned to the PDR with the directives and instructions necessary for implementation of the NRC policy on release of PDR user information.
- b. Informs PDR users and requesters for PDR user information of the NRC policy on the subject.
- c. Notifies the General Counsel of all requests for PDR user information, except requests by NRC employees who require the information for the performance of official PDR duties.
- d. Releases PDR user information whose release is clearly required by statute or regulation. (Such information may be released prior to notification of the Office of General Counsel.)
- e. Refers to the General Counsel any request for PDR user information that is accompanied by a law enforcement agency's written statement providing a clear basis for a determination that the information is requested by the law enforcement agency for purposes of a criminal investigation reasonably related to the individual about whom the information is requested or to a document in the PDR collection.

Approved: January 12, 1989

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 To Be Determined	A. CONTRACT NUMBER FOR COMMERCIAL CONTRACTS OR JOB CODE FOR DOE PROJECTS (Prime contract number must be shown for all subcontracts.)		2. TYPE OF SUBMISSION <input checked="" type="checkbox"/> A. ORIGINAL <input type="checkbox"/> B. REVISED (Supersedes all previous submissions) <input type="checkbox"/> C. OTHER (Specify):
	B. PROJECTED START DATE	C. PROJECTED COMPLETION DATE	
	10/01/2009	09/30/2014	

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

A. DOES NOT APPLY <input type="checkbox"/>	B. CONTRACT NUMBER NRC-33-05-324	DATE 09/30/2009
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4. PROJECT TITLE AND OTHER IDENTIFYING INFORMATION

Document Duplication Services for the NRC Public Document Room. Contractor needs unescorted building access only to the Public Document Room (O1-F21).

5. PERFORMANCE WILL REQUIRE	NOT APPLICABLE	NATIONAL SECURITY		RESTRICTED DATA	
		SECRET	CONFIDENTIAL	SECRET	CONFIDENTIAL
A. ACCESS TO CLASSIFIED MATTER OR CLASSIFIED INFORMATION <input type="checkbox"/> YES (If "YES," answer 1-7 below) <input checked="" type="checkbox"/> NO (If "NO," proceed to 5.C.)					
1. ACCESS TO FOREIGN INTELLIGENCE INFORMATION	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. RECEIPT, STORAGE, OR OTHER SAFEGUARDING OF CLASSIFIED MATTER. (See 5.B.)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. GENERATION OF CLASSIFIED MATTER.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. ACCESS TO CRYPTOGRAPHIC MATERIAL OR OTHER CLASSIFIED COMSEC INFORMATION.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. ACCESS TO CLASSIFIED MATTER OR CLASSIFIED INFORMATION PROCESSED BY ANOTHER AGENCY.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. CLASSIFIED USE OF AN INFORMATION TECHNOLOGY PROCESSING SYSTEM.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. OTHER (Specify)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

B. IS FACILITY CLEARANCE REQUIRED? YES NO

C. <input type="checkbox"/> UNESCORTED ACCESS IS REQUIRED TO NUCLEAR POWER PLANTS.	G. <input type="checkbox"/> REQUIRE OPERATION OF GOVERNMENT VEHICLES OR TRANSPORT PASSENGERS FOR THE NRC.
D. <input type="checkbox"/> ACCESS IS REQUIRED TO UNCLASSIFIED SAFEGUARDS INFORMATION.	H. <input type="checkbox"/> WILL OPERATE HAZARDOUS EQUIPMENT AT NRC FACILITIES.
E. <input type="checkbox"/> ACCESS IS REQUIRED TO SENSITIVE IT SYSTEMS AND DATA.	I. <input type="checkbox"/> REQUIRED TO CARRY FIREARMS.
F. <input checked="" type="checkbox"/> UNESCORTED ACCESS TO NRC HEADQUARTERS BUILDING.	J. <input type="checkbox"/> FOUND TO USE OR ADMIT TO USE OF ILLEGAL DRUGS.

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

NOTE: IMMEDIATELY NOTIFY DRUG PROGRAM STAFF IF BOX 5 A, C, D, G, H, I, OR J IS CHECKED.

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	SIGNATURE	DATE
Karen Danoff, Project Manager (Reference Librarian)	<i>Karen Danoff</i>	4/15/2009

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 Joseph J. Holonich, Director, IRSD/OIS	SIGNATURE <i>Joseph Holonich</i>	DATE May 18, 2009
B. DIRECTOR, DIVISION OF FACILITIES AND SECURITY	SIGNATURE	DATE
C. DIRECTOR, DIVISION OF CONTRACTS AND PROPERTY MANAGEMENT (Not applicable to DOE agreements)	SIGNATURE	DATE

REMARKS

SECTION C - CONTRACT CLAUSES**C.1 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (AUG 2009)**

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

(1) 52.222-50, Combatting Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104 (g)).

(2) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78)

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

(2) 52.203-13, Contractor Code of Business Ethics and Conduct (DEC 2008)(Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (MAR 2009) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

(4) 52.204-11, American Recovery and Reinvestment Act-Reporting Requirements (MAR 2009) (Pub. L. 111-5).

(5) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).

(6) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (July 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

(7) [Reserved]

(8)(i) 52.219-6, Notice of Total Small Business Set-Aside (June 2003) (15 U.S.C. 644).

(ii) Alternate I (Oct 1995) of 52.219-6.

(iii) Alternate II (Mar 2004) of 52.219-6.

(9)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

(ii) Alternate I (Oct 1995) of 52.219-7.

- (iii) Alternate II (Mar 2004) of 52.219-7.
- (10) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).
- (11)(i) 52.219-9, Small Business Subcontracting Plan (APR 2008) (15 U.S.C. 637(d)(4)).
- (ii) Alternate I (Oct 2001) of 52.219-9.
- (iii) Alternate II (Oct 2001) of 52.219-9.
- (12) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).
- (13) 52.219-16, Liquidated Damages--Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- (14)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer.)
- (ii) Alternate I (June 2003) of 52.219-23.
- (15) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (APR 2008) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (16) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (17) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).
- (18) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2009) (15 U.S.C. 632(a)(2)).
- (19) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- (20) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (AUG 2009) (E.O. 13126).
- (21) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- (22) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- (23) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).
- (24) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).
- (25) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).
- (26) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).
- (27) 52.222-54, Employment Eligibility Verification (Jan 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

(28)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C.6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

(ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

(29) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).

(30)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).

(ii) Alternate I (DEC 2007) of 52.223-16.

(31) 52.225-1, Buy American Act--Supplies (FEB 2009) (41 U.S.C. 10a-10d).

(32)(i) 52.225-3, Buy American Act--Free Trade Agreements-- Israeli Trade Act (JUN 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53 and 109-169, 109-283, and 110-138).

(ii) Alternate I (Jan 2004) of 52.225-3.

(iii) Alternate II (Jan 2004) of 52.225-3.

(33) 52.225-5, Trade Agreements (AUG 2009) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

(34) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(35) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

(36) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

(37) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

(38) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

(39) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

(40) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

(41) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).

(42) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

(43)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

(ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

□ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

□ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

Employee Class

Monetary Wage-Fringe Benefits

□ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (Nov 2006) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

□ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Feb 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

□ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

□ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

□ (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009)(Pub. L. 110-247)

□ (8) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a

subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (DEC 2008) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) [Reserved]

(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(vii) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

(viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements "(Nov 2007)" (41 U.S.C. 351, et seq.).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (FEB 2009)(41 U.S.C. 351, et seq.).

(xii) 52.222-54, Employee Eligibility Verification (JAN 2009)

(xiii) 52.226-6, Promoting Excess Food Donataion to Nonprofit Organizations. (MAR 2009)(Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

C.2 2052.215-71 PROJECT OFFICER AUTHORITY (NOVEMBER 2006)

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

Name: Karen Danoff

Address: U.S. Nuclear Regulatory Commission
Office of Information Services
Mail Stop O-1-F13
11555 Rockville Pike
Rockville, Maryland 20852

Telephone Number: 301-415-2151

Email: Karen.Danoff@nrc.gov

Alternate Project Officer:

Name: Mary Mendiola

Address: U.S. Nuclear Regulatory Commission
Office of Information Services
Mail Stop O-1-F13
11555 Rockville Pike
Rockville, Maryland 20852

Telephone Number: 301-415-2821

Email: Mary.Mendiola@nrc.gov

(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.

(7) For contracts for the design, development, maintenance or operation of Privacy Act Systems of Records, obtain from the contractor as part of closeout procedures, written certification that the contractor has returned to NRC, transferred to the successor contractor, or destroyed at the end of the contract in accordance with instructions provided by the NRC Systems Manager for Privacy Act Systems of Records, all records (electronic or paper) which were created, compiled, obtained or maintained under the contract.

C.3 2052.215-70 KEY PERSONNEL (JAN 1993)

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

[REDACTED]

[REDACTED]
Project Manager
Project Coordinator

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

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

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

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

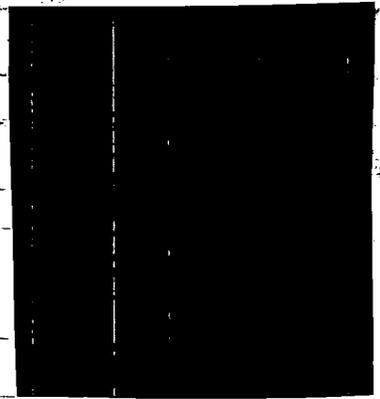
C.4 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 20 days before the contract expires; 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 five years.

DR-09-0266
- Bill



C.5 ANNUAL AND FINAL CONTRACTOR PERFORMANCE EVALUATIONS

Annual and final evaluations of contractor performance under this contract will be prepared in accordance with FAR 42.15, "Contractor Performance Information," normally at the time the contractor is notified of the NRC's intent to exercise the contract option. If the multi-year contract does not have option years, then an annual evaluation will be prepared (state time for annual evaluation). Final evaluations of contractor performance will be prepared at the expiration of the contract during the contract closeout process.

The Contracting Officer will transmit the NRC Project Officer's annual and final contractor performance evaluations to the contractor's Project Manager, unless otherwise instructed by the contractor. The contractor will be permitted thirty days to review the document. The contractor may concur without comment, submit additional information, or request a meeting to discuss the performance evaluation. The Contracting Officer may request the contractor's Project Manager to attend a meeting to discuss the performance evaluation.

Where a contractor concurs with, or takes no exception to an annual performance evaluation, the Contracting Officer will consider such evaluation final and releasable for source selection purposes. Disagreements between the parties regarding a performance evaluation will be referred to an individual one level above the Contracting Officer, whose decision will be final.

The Contracting Officer will send a copy of the completed evaluation report, marked "For Official Use Only," to the contractor's Project Manager for their records as soon as practicable after it has been finalized. The completed evaluation report also will be used as a tool to improve communications between the NRC and the contractor and to improve contract performance.

The completed annual performance evaluation will be used to support future award decisions in accordance with FAR 42.1502(a) and 42.1503(c). During the period the information is being used to provide source selection information, the completed annual performance evaluation will be released to only two parties - the Federal government personnel performing the source selection evaluation and the contractor under evaluation if the contractor does not have a copy of the report already.

C.6 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.

C.7 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.

C.8 SECURITY REQUIREMENTS FOR BUILDING ACCESS APPROVAL (JUL 2007)

The Contractor shall ensure that all its employees, subcontractor employees or consultants who are assigned to perform the work herein for contract performance for periods of more than 30 calendar days at NRC facilities, are approved by the NRC for unescorted NRC building access.

The Contractor shall conduct a preliminary federal facilities security screening interview or review for each of its employee, subcontractor employee, and consultants and submit to the NRC only the names of candidates

for contract performance that have a reasonable probability of obtaining approval necessary for access to NRC's federal facilities. The Contractor shall pre-screen its applicants for the following:

(a) felony arrest in the last seven years; (b) alcohol related arrest within the last five years; (c) record of any military courts-martial convictions in the past 10 years; (d) illegal use of narcotics or other controlled substances possession in the past year, or illegal purchase, production, transfer, or distribution of narcotics or other controlled substances in the last seven years; (e) delinquency on any federal debts or bankruptcy in the last seven years.

The Contractor shall make a written record of its pre-screening interview or review (including any information to mitigate the responses to items listed in (a) - (e)), and have the applicant verify the pre-screening record or review, sign and date it. Two copies of the pre-screening signed record or review shall be supplied to FSB/DFS with the Contractor employee's completed building access application package.

The Contractor shall further ensure that its employees, any subcontractor employees and consultants complete all building access security applications required by this clause within ten business days of notification by FSB/DFS of initiation of the application process. Timely receipt of properly completed records of the Contractor's signed pre-screening record or review and building access security applications (submitted for candidates that have a reasonable probability of obtaining the level of security clearance necessary for access to NRC's facilities) is a contract requirement. Failure of the Contractor to comply with this contract administration requirement may be a basis to cancel the award, or terminate the contract for default, or offset from the contract's invoiced cost or price the NRC's incurred costs or delays as a result of inadequate pre-screening by the Contractor. In the event of cancellation or termination, the NRC may select another firm for contract award.

A Contractor, subcontractor employee or consultant shall not have access to NRC facilities until he/she is approved by FSB/DFS. Temporary access may be approved based on a favorable NRC review and discretionary determination of their building access security forms. Final building access will be approved based on favorably adjudicated checks by the Government. However, temporary access approval will be revoked and the Contractor's employee may subsequently be denied access in the event the employee's investigation cannot be favorably determined by the NRC. Such employee will not be authorized to work under any NRC contract requiring building access without the approval of FSB/DFS. When an individual receives final access, the individual will be subject to a review or reinvestigation every five years.

The Government shall have and exercise full and complete control and discretion over granting, denying, withholding, or terminating building access approvals for individuals performing work under this contract. Individuals performing work under this contract at NRC facilities for a period of more than 30 calendar days 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 FSB/DFS, 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 shall submit the documents to the NRC Project Officer (PO) who will give them to FSB/DFS.

FSB/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 and the Contractor's pre-screening record. Also, in the exercise of its authority, the Government may, among other things, grant or deny permanent building access approval based on the results of its review or investigation. This submittal requirement also applies to the officers of the firm who, for any reason, may visit the NRC work sites for an extended period of time during the term of the contract. In the event that FSB/DFS 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.

CANCELLATION OR TERMINATION OF BUILDING ACCESS/ REQUEST

The Contractor shall immediately notify the PO when a Contractor or subcontractor employee or consultant's need for NRC building access approval is withdrawn or the need by the Contractor employee's for building access terminates. The PO will immediately notify FSB/DFS (via e-mail) when a Contractor employee no longer requires building access. The Contractor shall be required to return any NRC issued badges to the Project Officer for return to FSB/DFS within three days after their termination.

C.9 SECURITY REQUIREMENTS FOR INFORMATION TECHNOLOGY LEVEL I OR LEVEL II ACCESS APPROVAL (JUL 2007)

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 and discretion over granting, denying, withholding, or terminating IT access approvals for individuals performing work under this contract.

The Contractor shall conduct a preliminary security interview or review for each IT level I or II access approval Contractor applicant and submit to the Government only the names of candidates that have a reasonable probability of obtaining the level of IT security access for which the candidate has been proposed. The Contractor will pre-screen its applicants for the following:

(a) felony arrest in the last seven years; (b) alcohol related arrest within the last five years; (c) record of any military courts-martial convictions in the past ten years; (d) illegal use of narcotics or other controlled substances possession in the past year, or illegal purchase, production, transfer, or distribution of narcotics or other controlled substances in the last seven years; (e) delinquency on any federal debts or bankruptcy in the last seven years.

The Contractor shall make a written record of its pre-screening interview or review (including any information to mitigate the responses to items listed in (a) - (e)), and have the applicant verify the pre-screening record or review, sign and date it. Two copies of the signed Contractor's pre-screening record or review will be supplied to FSB/DFS with the Contractor employee's completed building access application package.

The Contractor shall further ensure that its employees, any subcontractor employees and consultants complete all IT access security applications required by this clause within ten business days of notification by FSB/DFS of initiation of the application process. Timely receipt of properly completed records of the pre-screening record and IT access security applications (submitted for candidates that have a reasonable probability of obtaining the level of security assurance necessary for access to NRC's facilities) is a contract requirement. Failure of the Contractor to comply with this contract administration requirement may be a basis to cancel the award, or terminate the contract for default, or offset from the contract's invoiced cost or price the NRC's incurred costs or delays as a result of inadequate pre-screening by the Contractor. In the event of cancellation or termination, the NRC may select another firm for contract award.

SECURITY REQUIREMENTS FOR IT 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.

A Contractor employee shall not have access to sensitive information technology systems or data until he/she is approved by FSB/DFS. Temporary IT access may be approved based on a favorable review or adjudication of their security forms and checks. Final IT access may be approved based on a favorably review or adjudication. However, temporary access authorization approval will be revoked and the employee may subsequently be denied IT access in the event the employee's investigation cannot be favorably adjudicated. Such an employee will not be authorized to work under any NRC contract requiring IT access without the approval of FSB/DFS. Where temporary access authorization has been revoked or denied, the Contractor is responsible for assigning another individual to perform the necessary work under this contract without delay to the contract's performance schedule, or without adverse impact to any other terms or conditions of the contract. When an individual receives final IT access, the individual will be subject to a reinvestigation every ten years.

The Contractor shall submit a completed security forms packet, including the OPM Standard Form (SF) 85P (Questionnaire for Public Trust Positions), two copies of the Contractor's signed pre-screening record and two FD 258 fingerprint charts, through the PO to FSB/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. Based on FSB/DFS review of the Contractor 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.

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) and SF- 85P 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 more than 30 calendar days) to NRC buildings; or otherwise requires issuance of an unescorted NRC badge.

SECURITY REQUIREMENTS FOR IT 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.

A Contractor employee shall not have access to sensitive information technology systems or data until he/she is approved by FSB/DFS. Temporary access may be approved based on a favorable review of their security forms and checks. Final IT access may be approved based on a favorably adjudication. However, temporary access authorization approval will be revoked and the employee may subsequently be denied IT access in the event the employee's investigation cannot be favorably adjudicated. Such an employee will not be authorized to work under any NRC contract requiring IT access without the approval of FSB/DFS. Where temporary access authorization has been revoked or denied, the Contractor is responsible for assigning another individual to perform the necessary work under this contract without delay to the contract's performance schedule, or without adverse impact to any other terms or conditions of the contract. When an individual receives final IT access, the individual will be subject to a review or reinvestigation every ten years.

The Contractor shall submit a completed security forms packet, including the OPM Standard Form (SF) 85P (Questionnaire for Public Trust Positions), two copies of the Contractor's signed pre-screening record and two FD 258 fingerprint charts, through the PO to FSB/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. Based on FSB/DFS review of the Contractor 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.

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), SF- 85P, and Contractor's record of the pre-screening 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 more than 30 calendar days) to NRC buildings; or otherwise requires issuance of an unescorted NRC badge.

CANCELLATION OR TERMINATION OF IT ACCESS/REQUEST

When a request for IT access is to be withdrawn or canceled, the Contractor shall immediately notify the PO by telephone in order that he/she will immediately contact FSB/DFS so that the access review 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 by the Contractor in writing to the PO who will forward the confirmation via email to FSB/DFS. Additionally, FSB/DFS must be immediately notified in writing 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 IT access.

C.10 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.

C.11 SEAT BELTS

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

C.12 WHISTLEBLOWER PROTECTION FOR NRC CONTRACTOR AND SUBCONTRACTOR EMPLOYEES (JULY 2006)

(a) The U.S. Nuclear Regulatory Commission (NRC) contractor and its subcontractor are subject to the Whistleblower Employee Protection public law provisions as codified at 42 U.S.C. 5851. NRC contractor(s) and subcontractor(s) shall comply with the requirements of this Whistleblower Employee Protection law, and the implementing regulations of the NRC and the Department of Labor (DOL). See, for example, DOL Procedures on Handling Complaints at 29 C.F.R. Part 24 concerning the employer obligations, prohibited acts, DOL procedures and the requirement for prominent posting of notice of Employee Rights at Appendix A to Part 24.

(b) Under this Whistleblower Employee Protection law, as implemented by regulations, NRC contractor and subcontractor employees are protected from discharge, reprisal, threats, intimidation, coercion, blacklisting or other employment discrimination practices with respect to compensation, terms, conditions or privileges of their employment because the contractor or subcontractor employee(s) has provided notice to the employer, refused to engage in unlawful practices, assisted in proceedings or testified on activities concerning alleged violations of the Atomic Energy Act of 1954 (as amended) and the Energy Reorganization Act of 1974 (as amended).

(c) The contractor shall insert this or the substance of this clause in any subcontracts involving work performed under this contract.