

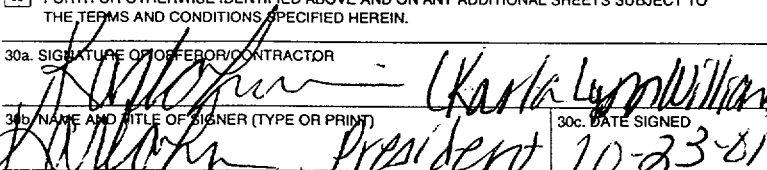
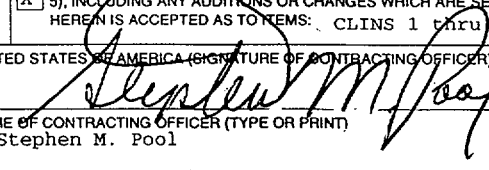
2. CONTRACT NO. NRC-10-02-138		3. AWARD EFFECTIVE DATE 11-01 2001		4. ORDER NO.		MODIFICATION NO.		5. SOLICITATION NO. RS-ADM-01-137		6. SOLICITATION ISSUE DATE	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Stephen M. Pool				b. TELEPHONE NO. (No Collect Calls) 301-415-8168				8. OFFER DUE DATE/LOCAL TIME	
9. ISSUED BY		CODE		10. THIS ACQUISITION IS				11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED		12. DISCOUNT TERMS	
U.S. Nuclear Regulatory Commission Division of Contracts and Property Mgt. Attn: T-7-I-2 Contract Management Branch Washington DC 20555				<input type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: 100 % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input checked="" type="checkbox"/> 8(A)				<input type="checkbox"/> SEE SCHEDULE		net 30	
								<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)			
								13b. RATING		N/A	
								14. METHOD OF SOLICITATION			
15. DELIVER TO		CODE		16. ADMINISTERED BY				CODE			
U.S. Nuclear Regulatory Commission Division of Administrative Services MS T-7-I-2 Washington DC 20555				See block 9							
17a. CONTRACTOR/OFFEROR		CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY		CODE			
8(a) Subcontractor Focus AMC, Inc. 1321 Duke Street, Suite 300 Alexandria, VA 22314						U.S. Nuclear Regulatory Commission Office of the Chief Financial Officer Attn: GOV/COM Acctng. Section T-9H4 Washington DC 20555					
TELEPHONE NO.											
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER						<input checked="" type="checkbox"/> 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input checked="" type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES					21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT		
	See price schedule on following page										
25. ACCOUNTING AND APPROPRIATION DATA 31X0200 24015511306 D1936 252A \$262,463.11								26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$262,463.11			
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA						<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.					
<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA						<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED					
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN TWO COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.						29. AWARD OF CONTRACT: REFERENCE your OFFER DATED 9/7/01. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS: CLINS 1 thru 4					
30a. SIGNATURE OF OFFEROR/CONTRACTOR						31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)					
											
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) Karl L. Williams President						31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Stephen M. Pool					
30c. DATE SIGNED 10-23-01						31c. DATE SIGNED 10/23/01					
32a. QUANTITY IN COLUMN 21 HAS BEEN						33. SHIP NUMBER		34. VOUCHER NUMBER		35. AMOUNT VERIFIED CORRECT FOR	
<input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED						PARTIAL FINAL					
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE						32c. DATE		36. PAYMENT		37. CHECK NUMBER	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT						<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL					
						38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER		40. PAID BY	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER						41c. DATE		42a. RECEIVED BY (Print)			
								42b. RECEIVED AT (Location)			
						42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS			

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SECTION B - CONTINUATION BLOCK

B.1 PRICE SCHEDULE

CLIN	Service Description	Qty	Unit	U/P	Total
	Base Period - 11/1/01 to 11/31/02				
001	Basic service				
CLIN	Service Description	Qty	Unit	U/P	Total
	Option Period 1 - 11/1/02 to 11/31/03				
002	Basic service				
CLIN	Service Description	Qty	Unit	U/P	Total
	Option Period 2 - 11/1/03 to 11/31/04				
003	Basic service				
CLIN	Service Description	Qty	Unit	U/P	Total
	Option Period 3 - 11/1/04 to 11/31/05				
004	Basic service				

B.2 CONSIDERATION AND OBLIGATION--FIRM FIXED PRICE (JUN 1988)

The firm fixed price of this contract is 262,463.11. B.1 contains option year prices.

B.3 INTRODUCTION

The U.S. Nuclear Regulatory Commission (NRC) Headquarters facility consists of two adjacent office buildings in Rockville, Maryland. One of these buildings is referred to as the One White Flint North building (OWFN) and is located at 11555 Rockville Pike, Rockville, Maryland, which is an eighteen (18) floor facility supported by one freight elevator and five passenger elevators.

The second building is referred to as the NRC Two White Flint North building (TWFN) and is located at 11545 Rockville Pike, Rockville, Maryland, which is a ten (10) floor facility supported by one freight elevator and seven passenger elevators. These two buildings are connected by a climate-controlled enclosed walkway on the ground-floor level and also through a walkway on the P-1 garage level. Approximately 2,000 NRC employees and an additional 200 contractor support staff occupy and conduct business daily at the NRC facility.

NRC has adopted a centralized document control and dissemination process in order to effectively control its communications. This has resulted in the creation of the Mail Services Operation supported by the Mail Center located at P1-37 of OWFN and a Satellite Mail Room located in Room 2 C4 in TWFN.

For purposes of this statement of work, the following terms are defined:

"Mail" is defined as all envelopes and packages not exceeding 70 pounds delivered by the United States Postal Service (USPS), United Parcel Service (UPS), Federal Express, Airborne, DHL, or other express or package service carriers. "Mail" also includes all internal envelopes and packages not exceeding 70 pounds. "Mail" does not include deliveries by freight trucking companies.

"Accountable Mail" is Mail that requires tracking and special delivery.

"Regular Mail" is all mail other than "Accountable Mail."

The NRC headquarters location receives an average of 20,000 pieces of Regular Mail and approximately 1,800 pieces of Accountable Mail per month. An approximate 83,000 pieces of internal and outgoing mail are processed monthly. There are currently 128 Mail Stops throughout the NRC complex (See Section J attachment for a list of current NRC Mail Stop locations). The number of Mail Stops per floor varies from one to nine.

B.4 GENERAL PERFORMANCE REQUIREMENTS

The Contractor shall accomplish the Mail service as specified in this Statement of Work, Monday through Friday, excluding official Federal holidays. The contractor shall provide contractual support staff in accordance with the statement of work to:

Receive and x-ray all incoming Mail
Sort and deliver all incoming and internal Mail
Track, make immediate deliveries, and maintain files of Accountable Mail
Pick up outgoing Mail from designated areas and sort for appropriate dispatch

B.5 TASKS

1. Mail runs

The Contractor shall begin Mail delivery/pickup (Mail-runs) in OWFN and TWFN at 8:30 a.m. and 2:30 p.m. NRC shall have the right to change these designated times for the start of NRC OWFN or TWFN Mail-runs with 24 hour prior notice to the contractor. All Mail runs shall be completed within one hour with successful delivery of all mail in the possession of the Contractor 30 minutes before the Mail run start time.

2. Mail Stop identification

When Mail is received without a proper Mail Stop, the Contractor shall perform a name search of NRC employees, using NRC-provided computer or printout, to match the employee with his/her Mail Stop to ensure proper delivery. If the NRC employee cannot be located from the online system, the Contractor shall forward this Mail to the NRC Project Officer or his designee for Mail Stop designation.

3. Building transfers and elevator use

The Contractor shall complete the transport of NRC Mail between the OWFN and TWFN building twice daily. The designated route to be used for transport between buildings shall be the P1-level walkway. The Contractor shall always use the freight elevator when transporting Mail between floors unless the use of another elevator has been specifically approved by the NRC Project Officer for a specified time period.

4. Accountable Mail

The contractor shall use the NRC Automated Tracking System (ATS) for processing and tracking all Accountable Mail, except for contracting actions that require the use of NRC Form 417, "Official Record of Bid/Proposal Receipt." In the event the ATS is not operable, the Contractor shall use NRC Form 595, "Incoming Express Accountable Mail Delivery" for processing and tracking.

After completion of the processing and tracking of "Accountable Mail," the contractor shall attach the printed copy of the ATS-generated delivery document (or NRC Form 417 or NRC Form 595, if appropriate) to the incoming package and attempt to deliver it to the intended recipient. The contractor shall make certain that either the addressee or someone in

the addressee's immediate office area signs the ATS document acknowledging receipt of and responsibility for the package.

If the Contractor is unable to successfully deliver the "Accountable Mail" (e.g., the addressee is not available and no one else will sign for the package), the Contractor shall document the ATS document or Form 417 or 595 (e.g., no one available to sign, time of notification by telephone, time of next delivery attempt). The Contractor shall return to the Mail Center or Satellite Mail Room, as appropriate, and notify the intended recipient (by telephone followed by e-mail if no personal contact is made), that the package is ready for immediate pickup. If the Accountable Mail is not picked-up, the Contractor shall attempt to redeliver the package on the next scheduled mail run. If the Contractor is unable to successfully deliver the Accountable Mail again, the Project Officer shall be notified.

When the Accountable Mail delivery is complete, the contractor shall log the receipt information from the ATS' document into NRC's Automated Tracking System, and file sequentially the ATS document file system folders. If NRC Forms 417 or 595 are used for delivery, these forms shall be filed sequentially in separate file system folders. The copies of all "Accountable Mail" deliveries shall be maintained for six months.

5. X-Ray scanning

The Contractor shall use the NRC X-ray equipment to scan all NRC incoming Mail, regardless of delivery method or recipients. The Contractor staff shall notify the NRC Project Officer or his designee immediately upon detection of a suspicious package. If neither are immediately available, the Contractor shall contact the NRC Division of Facilities and Security (DFS) and report the suspicious package. The Contractor shall leave the suspicious package in the X-Ray screening machine until DFS staff arrives and determine what action is necessary. The Contractor shall follow all instructions from either the NRC Project Officer or the DFS until the situation is resolved. Under no circumstances shall the Contractor attempt to open or deliver a suspicious package.

6. Reports

The Contractor shall submit a Monthly Report of Incoming Mail and an Annual Report of Mail Volume. The monthly report shall be prepared in the enclosed format (Section J Attachment) and be submitted to the NRC PO by the 5th day of the following month.

The Contractor shall complete the Annual Report of Mail Volume by March 31 of each year. The Annual Report of Mail Volume shall consist of an approximate count of the total number of mail processed during a ten working-day period in March (Section J Attachment). This report records all Mail transferred between locations within the NRC Headquarters complex, whether between locations within the same building, or to a location in the other NRC building. This report does not include incoming mail. The method used for approximate mail counting for this report shall be approved by the Project Officer.

B.6 SPECIFIC PERFORMANCE REQUIREMENTS, STANDARDS, MEASUREMENTS AND DISINCENTIVES

1. Timeliness of Pick-up and Delivery of Regular Mail Requirement: Complete Mail runs promptly.

Standard: Complete each mail run within sixty (60) minutes of NRC's established Mail run start time.

Measurement: Observation by Project Officer or employee complaints validated by Project Officer.

Disincentives:

Number of late Mail Stop
deliveries per month

Deduction from monthly unit price

4 to 8

\$100

9 to 12

\$200

13 and up

\$300

2. Timeliness of Incoming USPS Mail Processing Requirement: Prompt processing, sorting and delivery of Incoming USPS Mail.

Standard: Complete delivery of USPS mail received the previous afternoon during the first mail run the next day.

Measurement: Observation by Project Officer.

Disincentives:

No. of Late USPS

deliveries per month

Deduction from monthly unit price

3 to 5	\$100
6 to 8	\$200
9 and up	\$300

3. Timeliness of Delivery of Accountable Mail Requirement: Promptly process and attempt delivery of Accountable Mail

Standard: Complete processing and attempt Accountable Mail deliveries within 1 hour of receipt

Measurement: Observation and review of documentation by Project Officer, and employee complaints validated by Project Officer

Disincentive:

No. of late Accountable late

deliveries per month

Deduction from monthly unit price

4 to 8	\$125
9 to 12	\$250
13 and up	\$325

4. Accuracy of Regular Mail Deliveries Requirement: Process and delivery regular mail accurately

Standard: Not more than 10 items of regular mail delivered inaccurately per month

Measurement: Employee complaints validated by the Project Officer and observation by Project Officer

Disincentive:

No. of inaccurate

deliveries per month

Deduction from monthly unit price

10 to 14	\$125
15 and up	\$250

5. Accuracy of Accountable Mail Deliveries Requirements Process and deliver Accountable Mail accurately.

Standard: Not more than three (3) items of Accountable Mail delivered inaccurately per month

Measurement: Employee complaints validated by Project Officer and observation by Project Officer

Disincentive:

No. of valid accuracy

complaints per month

Deduction from monthly unit price

3 - 5	\$125
4 - 6	\$250
7 and up	\$325

B.7 MAIL CENTER COVERAGE

The Contractor shall staff the Mail Center weekdays, 8:00 a.m. to 5:00 p.m. in order to receive and deliver incoming Mail.

B.8 CONTRACTOR RESPONSIBILITY FOR LOST ACCOUNTABLE MAIL

If the contractor's personnel sign for receipt of Accountable Mail and subsequently cannot produce a record of receipt by an NRC employee from the NRC's Automated Tracking System (ATS), or NRC Form 417 or NRC Form 595, as appropriate, the Contractor shall be held responsible for the lost Mail. The Contractor shall immediately launch a thorough search for the lost Mail. The contractor shall reimburse NRC for the full value of the lost Mail not located within five working days of the day the Mail was reported missing.

B.9 UNIFORMS

The Contractor shall require all employees, including supervisors, to wear distinctive professional uniforms while on NRC premises, which clearly identifies the Contractor's company. The contractor shall ensure that every employee wears the contractor's uniform each workday. The uniform shall have the contractor's name printed and easily identifiable, and affixed in a permanent manner.

B.10 PERSONNEL SECURITY CLEARANCES AND DISPLAY OF BADGES

All Contractor staff is subject to satisfactory completion of NRC security reviews before beginning work. Each Contractor employee will be required to complete a comprehensive background security application and be fingerprinted. The Contractor shall maintain a pool of back-up employees with approved security clearances who can substitute in the absence of regularly-assigned staff. Upon approval by NRC's Division of Facilities and Security, NRC will supply each contract employee with an NRC access badge. This badge must be displayed at all times by Contractor staff when on-site at the NRC.

B.11 REQUIRED SKILLS AND CAPABILITIES OF PERSONNEL

All Contractor personnel shall be fluent in speaking, reading and writing the English language.

All Contractor personnel designated by the Contractor to operate X-Ray screening equipment shall first attend an NRC training session on operation of the equipment and screening of Mail, pass an examination, and issued a certification by the NRC Division of Security. The Contractor personnel certified to operate X-Ray screening equipment shall be required to pass an annual re-examination.

B.12 BONDING OF CONTRACTOR PERSONNEL

All contractor personnel shall be bonded in an amount of not less than \$10,000 cash and \$500,000 nonnegotiable instruments. Bonding shall be with a carrier identified on the U.S. Department of Treasury's list of approved surety firms. (See Section J Attachment). An appropriate insurance policy may be substituted for the bonding. A copy of their insurance policy shall be provided for CO approval and shall include protection from mail loss, property damage, and personal liability protection.

B.13 MEETINGS WITH PROJECT OFFICER

Bi-weekly, the contractor shall meet with the NRC Project Officer to discuss the progress, success, concerns and deficiencies in performance.

B.14 GOVERNMENT FURNISHED PROPERTY

See Attachment number 5.

SECTION C - CONTRACT CLAUSES

C.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

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

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	

C.2 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (MAR 2001)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its postacceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

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

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

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

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

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

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

- (1) Name and address of the Contractor;
- (2) Invoice date;
- (3) Contract number, contract line item number and, if applicable, the order number;
- (4) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (5) Shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (6) Terms of any prompt payment discount offered;
- (7) Name and address of official to whom payment is to be sent; and
- (8) Name, title, and phone number of person to be notified in event of defective invoice.

Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. Contractors are encouraged to assign an identification number to each invoice.

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

(i) Payment. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. If the Government makes payment by Electronic Funds Transfer (EFT), see 52.212-5(b) for the appropriate EFT clause.

In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the date on which an electronic funds transfer was made.

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

- (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
- (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

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

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

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

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

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

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

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

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

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

C.3 ADDENDUM TO FAR 52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS

Clauses that are incorporated by reference (by Citation Number, Title, and Date), have the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

The following clauses are incorporated into 52.212-4 as an addendum to this contract:

C.4 2052.215-71 PROJECT OFFICER AUTHORITY-ALTERNATE 1

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

Name: Reginald Stansbury

Address: Office of Administration
Division of Administrative Services
O-P1-35

Telephone Number: 301-415-2095

(b) The project officer shall:

(1) Place delivery orders for items required under this contract up to the amount obligated on the contract award document.

(2) Monitor contractor performance and recommend changes in requirements to the contracting officer.

(3) Inspect and accept products/services provided under the contract.

(4) Review all contractor invoices/vouchers requesting payment for products/services provided under the contract and make recommendations for approval, disapproval, or suspension.

(5) Immediately notify the Personnel Security Branch, Division of Facilities and Security (PERSEC/DFS) (via e-mail) when a contractor employee no longer requires access authorization and return the individual's badge to PERSEC/DFS within three days after their termination.

(c) The project officer may not make changes to the express terms and conditions of this contract.

C.5 ELECTRONIC PAYMENT

The Debt Collection Improvement Act of 1996 requires that all payments except IRS tax refunds be made by Electronic Funds Transfer. It is the policy of the Nuclear Regulatory Commission to pay vendors by the Automated Clearing House (ACH) electronic funds transfer payment system. The electronic system is known as Vendor Express. Payment shall be made in accordance with FAR 52.232-33, entitled "Mandatory Information for Electronic Funds Transfer Payment".

To receive payment, the contractor shall complete the "Company Information" portion of the Standard Form 3881, entitled "ACH Vendor/Miscellaneous Payment Enrollment Form" found as an attachment to this document. The contractor shall take the form to the ACH Coordinator at the financial institution that maintains its company's bank account. The contractor shall discuss with the ACH Coordinator how the payment identification information (addendum record) will be passed to them once the payment is received by the financial institution. Further information concerning the addendum is provided at Attachment 4. The ACN Coordinator should fill out the "Financial Institution Information" portion of the form and return it to the Office of the Controller at the following address: Nuclear Regulatory Commission, Division of Accounting and Finance, Financial Operations Section, Mail Stop T-9-H-4, Washington, DC 20555, ATTN: ACH/Vendor Express. It is the responsibility of the contractor to ensure that the financial institution returns the completed form to the above cited NRC address. If the contractor can provide the financial information, signature of the financial institutions ACH Coordinator is not required. The NRC is under no obligation to send reminders. Only after the Office of the Controller has processed the contractor's sign-up form will the contractor be eligible to receive payments.

Once electronic funds transfer is established for payments authorized by NRC, the contractor needs to submit an additional SF 3881 only to report changes to the information supplied.

Questions concerning ACH/Vendor Express should be directed to the Financial Operations staff at (301) 415-7520."

C.6 2052.204-70 SECURITY

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

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

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

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

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

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

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

(h) Security Clearance Personnel. The contractor may not permit any individual to have access to Restricted Data,

Formerly Restricted Data, or other classified information, except in accordance with the Atomic Energy Act of 1954, as amended, and the Commission's regulations or requirements applicable to the particular type or category of classified information to which access is required. The contractor shall also execute a Standard Form 312, Classified Information Nondisclosure Agreement, when access to classified information is required.

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

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

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

C.7 2052.204-71 SITE ACCESS BADGE REQUIREMENT

During the life of this contract, the rights of ingress and egress for contractor personnel must be made available, as required, provided that a badge is issued after favorable adjudication from the Personnel Security Branch, Division of Facilities and Security (PERSEC/DFS). In this regard, all contractor personnel whose duties under this contract require their presence on-site shall be clearly identifiable by a distinctive badge furnished by the Government. The Project Officer shall assist the contractor in obtaining the badges for the contractor personnel. It is the sole responsibility of the contractor to ensure that each employee has a proper Government-issued identification/badge at all times. All prescribed identification must be immediately (no later than three days) delivered to PERSEC/DFS for cancellation or disposition upon the termination of employment of any contractor personnel. Contractor personnel must have this identification in their possession during on-site performance under this contract. It is the contractor's duty to assure that contractor personnel enter only those work areas necessary for performance of contract work, and to assure the safeguarding of any Government records or data that contractor personnel may come into contact with.

C.8 DETERMINATION OF MINIMUM WAGES AND FRINGE BENEFITS (NOV 1989)

Each employee of the Contractor or any subcontractor performing services under this contract shall be paid at least the minimum allowable monetary wage and fringe benefits prescribed under the U.S. Department of Labor Wage Determination which is attached (See Section J for List of Attachments).

C.9 SITE ACCESS BADGE PROCEDURES

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

A contractor employee shall not have access to NRC facilities, sensitive information technology systems or data until he/she is approved by Personnel Security Branch, Division of Facilities and Security (PERSEC/DFS) first for temporary access (based on a favorable adjudication of their security forms and checks) and final access (based on a favorably adjudicated Limited Background Investigation) in accordance with the procedures found in NRC Management Directive 12.3, Part 1. The individual will be subject to a reinvestigation every 10 years.

The contractor shall submit a completed security forms packet, including the SF-86, "Questionnaire for National Security Positions," and fingerprint charts, through the Project Officer to PERSEC/DFS for review and favorable adjudication, before the individual's first day of employment. The contractor shall assure that all forms are accurate, complete, and legible (except for Part 2 of the questionnaire, which is required to be completed in private and submitted by the individual to the contractor in a sealed envelope), as set forth in MD 12.3. Based on PERSEC review of the applicant's security forms and/or the receipt of adverse information by NRC, the individual may be denied access to NRC facilities, sensitive information technology systems or data until a final determination is made of his/her eligibility under the provisions of MD 12.3. Any questions regarding the individual's eligibility for IT Level I approval will be resolved in accordance with the due process procedures set forth in MD 12.3. Exhibit 1 and E. O. 12968.

The contractor will immediately notify the Project Officer when a contractor employee terminates. The Project Officer will immediately notify PERSEC/DFS (via e-mail) when a contractor employee no longer requires temporary building access or security clearance and return the individual's badge to the PERSEC/DFS within three days after their termination.

C.10 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

52.228-5

INSURANCE--WORK ON A GOVERNMENT
INSTALLATION

JAN 1997

C.11 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MAY 2001)

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

(1) 52.222-3, Convict Labor (E.O. 11755).

(2) 52.233-3, Protest after Award (31 U.S.C. 3553).

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

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

U.S.C. 2402).

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

☐ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer).

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

☐ (ii) Alternate I to 52.219-5.

☐ (iii) Alternate II to 52.219-5.

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

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

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

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

☐ (ii) Alternate I of 52.219-23.

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

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

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

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

☒ (13) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).

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

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

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

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

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

☐ (18) 52.225-1, Buy American Act--Balance of Payments Program--Supplies (41 U.S.C. 10a-10d).

☐ (19)(i) 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).

☐ (ii) Alternate I of 52.225-3.

☐ (iii) Alternate II of 52.225-3.

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

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

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

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

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

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

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

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

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

☐ (ii) Alternate I of 52.247-64.

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

[Contracting Officer check as appropriate.]

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

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

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

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

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

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

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

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is

completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

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

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

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

(2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212);

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

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

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

C.12 52.219-17 SECTION 8(A) AWARD (DEC 1996)

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

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

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

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

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

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

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

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

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

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

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 4 years and 1 month.

C.14 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.

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

- 1 Billing Instructions
- 2 NRC form 187 Security Requirements
- 3 Wage Determination
- 4 ACH Vendor Registration
5. Government Furnished Property List
6. Monthly and Annual Report Formats
7. Mail Stop List
8. Surety Bond List

AUTHORITY

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

CONTRACT SECURITY AND/OR CLASSIFICATION REQUIREMENTS

COMPLETE CLASSIFIED ITEMS BY SEPARATE CORRESPONDENCE

1. CONTRACTOR NAME AND ADDRESS

AMC Focus, Inc
1321 Duke St. Ste 300
Alexandria, VA 22314

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

B. PROJECTED
START DATE

11/01/2001

C. PROJECTED
COMPLETION DATE

11/01/2004

2. TYPE OF SUBMISSION



A. ORIGINAL

B. REVISED (Supersedes all
previous submissions)

C. OTHER (Specify)

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

A. DOES NOT APPLY



B. CONTRACT NUMBER

NRC-10-00-007

DATE

10/31/2001

4. PROJECT TITLE AND OTHER IDENTIFYING INFORMATION

MAIL AND MESSENGER SUPPORT SERVICES

5. PERFORMANCE WILL REQUIRE

A. ACCESS TO CLASSIFIED MATTER OR CLASSIFIED INFORMATION



YES (If "YES," answer 1-7 below)



NO (If "NO," proceed to 5.C.)

NOT
APPLICABLE

NATIONAL SECURITY

RESTRICTED DATA

SECRET

CONFIDENTIAL

SECRET

CONFIDENTIAL

1. ACCESS TO FOREIGN INTELLIGENCE INFORMATION

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

3. GENERATION OF CLASSIFIED MATTER.

4. ACCESS TO CRYPTOGRAPHIC MATERIAL OR OTHER
CLASSIFIED COMSEC INFORMATION.5. ACCESS TO CLASSIFIED MATTER OR CLASSIFIED
INFORMATION PROCESSED BY ANOTHER AGENCY.6. CLASSIFIED USE OF AN INFORMATION TECHNOLOGY
PROCESSING SYSTEM.

7. OTHER (Specify)



B. IS FACILITY CLEARANCE REQUIRED?



YES

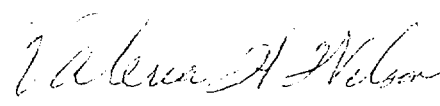


NO

C. ☐ UNESCORTED ACCESS IS REQUIRED TO PROTECTED AND VITAL AREAS OF NUCLEAR POWER PLANTS.D. ☒ ACCESS IS REQUIRED TO UNCLASSIFIED SAFEGUARDS INFORMATION.E. ☐ ACCESS IS REQUIRED TO SENSITIVE IT SYSTEMS AND DATA.F. ☒ UNESCORTED ACCESS TO NRC HEADQUARTERS BUILDING.

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

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

NAME AND TITLE Valeria H. Wilson, Director Division of Administrative Services/OADM	SIGNATURE 	DATE 6/18/01
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7. CLASSIFICATION GUIDANCE

NATURE OF CLASSIFIED GUIDANCE IDENTIFICATION OF CLASSIFICATION GUIDES

Not Applicable

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


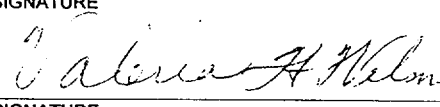
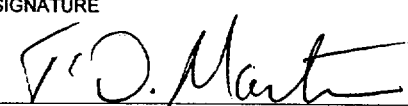

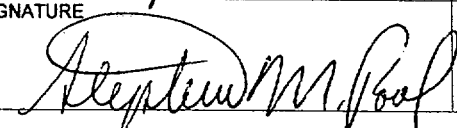
☐ AUTHORIZED CLASSIFIER (Name and Title) ☐ DIVISION OF FACILITIES AND SECURITY

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  Valeria H. Wilson	SIGNATURE 	DATE 6/18/01
B. DIRECTOR, DIVISION OF FACILITIES AND SECURITY Thomas O. Martin	SIGNATURE 	DATE 7/31/01
C. DIRECTOR, DIVISION OF CONTRACTS AND PROPERTY MANAGEMENT (Not applicable to DOE agreements)  Timothy F. Hagan	SIGNATURE 	DATE 8/1/01

REMARKS

See attached

ATTACHMENT

NRC FORM 187

REMARKS

Contractor staff will be provided security awareness briefing at the initiation of the contract.

Division of Security in conjunction with staff in the Administrative Services Center Branch will advise contractor staff of control procedures established in the agency to secure agency communication. Contractor will be provided copies of NRC Management Directives 3.8, 3.25, 3.50, 12.1, 12.2, 12.3, 12.4 and 12.6.

Contractor will not open any NRC communications. The main role of the contractor support staff will be receipt of sealed mail from the USPS, sorting and delivering communications in the Mail Services Center and throughout the White Flint North complex. NRC staff will continue to maintain sole responsibility for clearly designated classified communications and registered and certified mail which may contain classified material. Contractor staff will perform sort functions under the direct supervision of NRC Project Officer and will not process any communications without NRC staff being present.

Although it is not anticipated that the contractor will have direct access to classified information they will be processed for "L" access authorization (security clearances) because of their potential access to classified information in the mail control center.