

SOLICITATION, OFFER AND AW.

1 THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

RATING
N/A

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2. CONTRACT NUMBER
3. SOLICITATION NUMBER: RS-HR-99-291
4. TYPE OF SOLICITATION: SEALED BID (IFB) NEGOTIATED (RFP)
5. DATE ISSUED: 03/09/2000
6. REQUISITION/PURCHASE NUMBER: HR-99-291
7. ISSUED BY: U.S. Nuclear Regulatory Commission, Division of Contracts & Property Mgmt., Contract Management Branch 1, Mail Stop T-7-1-2, Washington DC 20555
8. ADDRESS OFFER TO: U. S. Nuclear Regulatory Commission, ADM/DCPM/CMB1, Mail Stop T-7-1-2, 11545 Rockville Pike, Rockville MD 20852-2738

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and three (3) copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in Item 8 until 3:00PM EST local time 3/17/2000

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All Offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL: A. NAME: Amy Siller
B. TELEPHONE (NO COLLECT CALLS): AREA CODE: NUMBER: (301) 415-6747 EXT.:
C. E-MAIL ADDRESS: AJS3@NRC.GOV

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	B	SUPPLIES OR SERVICES AND PRICES/COSTS		PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
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	H	SPECIAL CONTRACT REQUIREMENTS					

OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52-232-8)

10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)
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14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:

AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR: CODE: FACILITY:
16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)

15B. TELEPHONE NUMBER: AREA CODE: NUMBER: EXT.:
15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE
17. SIGNATURE: 18. OFFER DATE:

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED: 20. AMOUNT: 21. ACCOUNTING AND APPROPRIATION:

22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: 10 U.S.C. 2304(a) () 41 U.S.C. 252(c) ()
23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) ITEM:

24. ADMINISTERED BY (if other than Item 7) CODE:
25. PAYMENT WILL BE MADE BY CODE:
26. NAME OF CONTRACTING OFFICER (Type or print):
27. UNITED STATES OF AMERICA
28. AWARD DATE:

(Signature of Contracting Officer) *AM*

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PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 PROJECT TITLE

The title of this project is as follows:

Development and Implementation of Agency-Wide Wellness Program and Operation of Headquarters Employee Health and Fitness Centers.

B.2 BRIEF DESCRIPTION OF WORK (MAR 1987)

The contractor shall implement a comprehensive agency-wide employee wellness program for NRC's 3000 employees, 2000 of whom are located in Rockville, MD and the balance of whom are located in King of Prussia, PA; Atlanta, GA; Lisle, IL; Arlington, TX; and Chattanooga, TN. The wellness program will include: operation of an on-site health unit and offsite units; operation of an on-site fitness center and offsite centers; development and implementation of an agency-wide employee wellness program; development and implementation of an agency-wide occupational safety and health program; and development and implementation of an agency-wide ergonomics program.

B.3 HYBRID CONTRACT TYPE

The contract type is a hybrid containing: FFP/CPFF/L-H line items.

Clauses designated with "\$" to the left of the citation number are applicable to FIXED-PRICE line items only.

Clauses designated with "@" to the left of the citation number are applicable to COST-REIMBURSEMENT line items only.

Clauses designated with "&" to the left of the citation number are applicable to TIME-&-MATERIAL/LABOR-HOUR line items only.

B.4 SCHEDULE OF ESTIMATED COSTS

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
@	HEALTH SERVICES				
1.	Onsite Health Unit: Rockville, MD	12	Mos.	\$	\$
1.1	Other Direct Costs - Onsite Health	12	Mos.	\$	\$100,000.00
	Offsite Health Units:				
1a.	King of Prussia, PA	12	Mos.	\$	\$
1b.	Atlanta, GA	12	Mos.	\$	\$

1c. Lisle, IL	12	Mos.	\$	\$
1d. Arlington, TX	12	Mos.	\$	\$
1e. Chattanooga, TN	12	Mos.	\$	\$
1.2 Other Direct Costs - Offsite Health	12	Mos.	\$	\$
\$ FITNESS SERVICES				
2. Onsite Fitness Center: Rockville, MD	12	Mos.	\$	\$
2-1 Equipment Repair & Replacements	12	Mos.	\$	\$
2-2 Phase-Out Services			\$	\$
Offsite Fitness Centers:				
2a. King of Prussia, PA	12	Mos.	\$	\$
2b. Atlanta, GA	12	Mos.	\$	\$
2c. Lisle, IL	12	Mos.	\$	\$
2d. Arlington, TX	12	Mos.	\$	\$
2e. Chattanooga, TN	12	Mos.	\$	\$

& ERGONOMICS & OCCUPATIONAL
SAFETY & HEALTH SERVICES

3a. Certified Safety Professional	120	Hrs.	\$	\$
3b. Certified Industrial Hygienist	80	Hrs.	\$	\$
3c. Fire Protection Engineer	80	Hrs.	\$	\$

* For preparation of option year costs, please use the form found in Section J, Attachment J-13.

TOTALS FOR COMPREHENSIVE WELLNESS PROGRAM:

Base	12	Mos.	\$	\$
Option 1	12	Mos.	\$	\$
Option 2	12	Mos.	\$	\$
Option 3	12	Mos.	\$	\$
Option 4	12	Mos.	\$	\$

B.5 Incentive Fee Payments

The contractor will receive incentive fee payments for membership recruitment in excess of 599 fitness center enrollees. Fee payments shall be made according to the following recruitment schedule:

ITEM	QUANTITY/UNIT	FEE
Membership Enrollment	600 Members	\$
Membership Enrollment	700 Members	\$
Membership Enrollment	800 Members	\$

TOTAL AVAILABLE INCENTIVE FEE PAYMENTS: \$

B.6 OBLIGATION OF FUNDS

In accordance with Section C.6.2, the contractor is required to collect membership fees from members and participants. The amount collected monthly is to be subtracted from the monthly fixed price to arrive at the actual price to be paid by the Government.

The amount obligated under this portion of the contract is as follows: Total Average Membership of 475 Members multiplied by an Annual Membership Fee of \$208.00 (semi-annual membership fee of \$104.00).

FIXED PRICE	\$	
MINUS MEMBERSHIP FEES		\$
PLUS INCENTIVE FEE PAYMENT		\$
TOTAL AMOUNT TO BE OBLIGATED		\$

B.7 Membership Fee Restriction

The contractor shall charge fitness center members a fee of \$208.00 plus an enrollment fee of \$25.00 (new members). The contractor shall implement and maintain the price structure in cooperation with the NRC's project officer.

B.8 CONSIDERATION AND OBLIGATION--FIRM FIXED PRICE

- (a) The firm fixed price for onsite fitness center operation for the base period of this contract is \$ * .
- (b) The firm fixed price for offsite fitness center operation for the base period of this contract is \$ * .
- (c) The firm fixed price for onsite fitness phase-out services, if required, is \$ * .
- (d) The firm fixed price for ergonomics and occupational safety and health services defined in Section C of this contract for the base period is \$ * .

B.9 CONSIDERATION AND OBLIGATION--COST PLUS FIXED FEE

- (a) The total estimated cost to the Government for equipment repair and replacements in the onsite fitness center for the base period of this contract is \$ *, of which the sum of \$ * represents the estimated reimbursable costs, and of which the sum of \$ * represents the fixed fee.
- (b) The total estimated cost to the Government for the health services defined in Section C of this contract for the base period of this contract is \$ *, of which the sum of \$ * represents the estimated reimbursable costs, and of which the sum of \$ * represents the fixed fee.

(c) There shall be no adjustment in the amount of the Contractor's fixed fee by reason of differences between any estimate of cost for performance of the work under this contract and the actual cost for performance of that work.

(d) The amount obligated by the Government with respect to the base period of this contract is \$ * , of which the sum of \$ * represents the estimated reimbursable costs, and of which the sum of \$ * represents the fixed fee.

(e) It is estimated that the amount currently allotted will cover performance through * .

*To be filled in at contract award.

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK**C.1 BACKGROUND**

The Nuclear Regulatory Commission's (NRC) Office of Human Resources (HR) is responsible for implementing a comprehensive employee wellness program. Studies have shown that participants in such worksite-based programs can significantly reduce their health risks and absenteeism due to illness and injury. NRC's employee wellness program, in cooperation with other authorized human development resources within the agency, provides employees with a complete health promotion and disease prevention strategy, focusing on lifestyle changes, for the purpose of enhancing job performance and decreasing absenteeism. By encompassing all aspects of the wellness program under one (1) contract, the agency can ensure comparable services to all employees, minimize duplication of effort, and provide an integrated holistic health improvement program in the most cost-effective manner.

C.2 SCOPE OF WORK

Contractor shall implement a comprehensive agency-wide employee wellness program for NRC's approximately 3,000 employees, 2,000 of whom are located at the Headquarters offices in Rockville, Maryland, and the balance of whom are located at the four regional offices in King of Prussia, PA (230); Atlanta, GA (218); Lisle, IL (204); and Arlington, TX (180) and at the Technical Training Center (TTC) in Chattanooga, TN (26). The wellness program includes the following components:

- Operation of the Headquarters On-site Health Center;
- Operation of the Headquarters On-site Fitness Center;
- Development and Implementation of an Agency-wide Employee Wellness Program;
- Development and Implementation of an Agency-wide Occupational Safety and Health Program; and
- Development and Implementation of an Agency-wide Ergonomics Program.

Contractor must provide all medical, physical fitness, technical, and administrative personnel; environmental monitoring equipment and supplies; and general office supplies for the operation and/or implementation of the above programs.

C.2.1 Operation of Headquarters Employee Health Center

Contractor on-site staff will be located in the One White Flint North (OWFN) Building, 11555 Rockville Pike, Rockville, Maryland 20852. During all operations on Government premises, Contractor must comply with the rules and regulations governing the conduct of personnel and operation of the facility.

(1) Description of Facility: The Employee Health Center is a 2,600 square foot facility which includes a reception/waiting area, administrative office/files area, two (2) nurses' office/treatment rooms, physician's office, examining/proctoscopy room, examining/trauma room, bed-rest room, laboratory, vision and hearing test area, library/conference room, staff break room, three (3) toilets, janitor's closet, and three (3) storage closets.

(2) Staffing Requirements: Contractor must provide one (1) full-time Medical Director/Physician, one (1) full-time Chief Nurse, one (1) full-time or two (2) part-time Staff Nurses, and one (1) Administrative Support staff person. Contractor must certify that personnel meet, at a minimum, the qualifications listed in Section C.5.1.

(3) Backup Personnel: Contractor must provide backup personnel for positions listed above when contract personnel are absent due to leave or sickness (at no additional cost to the Government). If contract personnel call in sick, Contractor must guarantee backup personnel within four (4) hours, and Contractor must not charge the Government for labor hours that contract personnel are absent. For any proposed leave to be taken by contract personnel, Contractor must prearrange necessary backup personnel to avoid a break in required services. In addition, Contractor shall notify the NRC Project Officer (PO) by telephone when full-time key personnel are absent. All backup personnel must meet applicable personnel qualifications listed in Section C.5.1. To the extent possible, the PO shall receive prior notification by telephone when the Medical Director is to be absent, and Contractor must make an effort to provide an appropriate substitute. Until the backup Medical Director arrives, the Chief Nurse shall provide on-site supervision to the contract staff.

(4) Hours of Operation: The NRC Employee Health Center shall be open Monday through Friday from 7:30 a.m. to 4:00 p.m., except Federal holidays or when Government offices are closed by the Office of Personnel Management (OPM) as a result of inclement weather, potentially hazardous conditions, or other special circumstances.

(5) Maintenance of Facility: Contractor must maintain an environment conducive to the successful and safe operation of the NRC Employee Health Center. NRC provides on-site contracted services for heat, cooling, light, water and cleaning of facilities. In cases of interruption of service or other environmental control problems, Contractor shall notify the PO or report the problem through the agency's automated FIXIT system.

Contractor must be responsible for safeguarding all government property provided for Contractor use. At the end of each work period, all government facilities, equipment, and materials must be secured. Contractor must operate under conditions that prevent waste of utilities and ensure that employees practice utilities conservation.

(6) Inventory of Medical Supplies: Within one (1) week of assuming management of the Health Center, contractor must take stock of all

medical supplies on hand, ensuring that none have reached the expiration date and discarding and replacing any that have expired. Contractor must provide and maintain an inventory of medicine and supplies sufficient to meet daily patient needs.

(7) Equipment and Furnishings: The Government will furnish, at no cost to the Contractor, the necessary medical equipment, office space, utilities, telephone service, general purpose office equipment, and office furniture as necessary for its contract personnel assigned to work under this Contract at the Government's location(s). A list of Government-furnished equipment and furniture is provided in Section J, Attachment J-1.

(8) Equipment Maintenance, Calibrations, Repairs and Replacements: Contractor must maintain, calibrate, and repair all medical equipment used in the NRC Employee Health Center. All preventive maintenance and repairs must be performed by qualified and experienced personnel. Contractor shall make cost-effective recommendations for replacement and/or purchase of additional equipment and furniture, providing at least three (3) vendors and price lists.

(9) Reporting Requirements: Contractor shall maintain records and submit reports as outlined in Section C.6.

C.2.2 Operation of Headquarters Fitness Center

Contractor shall operate and manage the NRC Fitness Center in conformance with the standards outlined in this contract. The Fitness Center shall operate in conjunction with the Employee Health Center, the Employee Assistance Program, and the Occupational Safety and Health Program, to provide employees with a complete health promotion and disease prevention strategy. The Contractor shall administer a physical fitness program with particular emphasis on employees requiring improvement from a medical standpoint. Services shall include providing guidance and assistance to program participants, and monitoring and observing the participants during their exercise routines. Such services shall be limited to those requiring no greater level of expertise than that possessed by the on-site medical and fitness personnel.

Contractor on-site staff will be located in the Two White Flint North (TWFN) Building, 11545 Rockville Pike, Rockville, Maryland 20852. The NRC employs approximately 2,000 employees at the Headquarters site, and approximately 520 are members of the Fitness Center. During all operations on Government premises, Contractor must comply with the rules and regulations governing the conduct of the personnel and the operations of the facility.

(1) Description of Facility: The Center contains a total of 5,500 square feet of space, which includes the following:

Aerobics Area = 877 sq. ft.

Cardiovascular/Strength Equipment Area = 1,637 sq. ft.

Free Weight Area = 224 sq. ft.

Office = 144 sq. ft.

Testing Room= 58 sq. ft.
Reception Area = 152 sq. ft.
Storage Area = 96 sq. ft.
Closets = 44 sq. ft.
Mechanical Room = 256 sq. ft.
Men's Locker Room = 698 sq. ft.
Women's Locker Room = 721 sq. ft.

Each locker room contains showers, toilet facilities, wash basins, lockers, benches, mirrors, hair dryers, and electrical outlets. Both locker rooms are accessible from the workout area.

(2) Staffing Requirements: Contractor must provide one (1) full-time Director, one (1) full-time Associate Director/Fitness Specialist, one (1) full-time Fitness Trainer/Aerobics Instructor, and one (1) full-time Receptionist/Aerobics Instructor. The categories of Director and Associate Director/Fitness Specialist shall be designated Key Personnel for this contract.

A full-time Director and Associate Director will be required, one (1) with duty hours of 5:45 a.m. to 2:45 p.m. and the other with duty hours of 11:00 a.m. to 8:00 p.m. Work hours shall include a one-hour break for lunch.

Two (2) staff members must be present in the facility during all hours of operation. Front desk coverage is required to adequately monitor access to the Fitness Center and to assure that members are properly logged in.

At least one (1) Director or Associate Director and one (1) staff person must be present during all periods of scheduled classes or time periods established as high usage periods. A Fitness Instructor (Aerobics, Yoga, etc.) may be considered in the determination of this staffing requirement. The high usage periods are expected to be in the mornings (5:45 a.m. to 8:45 a.m.), during lunchtime (11:00 a.m. to 1:30 p.m.), and in the afternoons and evenings (4:00 p.m. to 8:00 p.m.).

At least one (1) staff member must be male and another female to ensure that both the men's and women's facilities are regularly inspected for safety and to assure that emergency assistance can be easily provided to both men and women.

The contractor must ensure that qualified staff are available for temporary substitutions in the event regular personnel are temporarily unavailable. Only a qualified Fitness Specialist can serve as substitute for the Director or Associate Director position.

Contractor must provide a team of professionals with appropriate certifications from associations such as the American College of Sports Medicine, American Council on Exercise, sports medicine management programs, and/or evidence of knowledge of and experience in occupational health organization/fitness facility management.

(3) Backup Personnel: Contractor will develop a backup plan to

ensure that there is sufficient staff available to provide all the required services during the official hours of operation. The backup staffing plan will be submitted to the PO within five (5) working days of the effective date of the contract. The PO will approve or disapprove the plan within three (3) working days after receipt. If the plan is disapproved, the contractor will have two (2) working days to incorporate changes and submit one copy to the PO after receipt.

(4) Hours of Operation: Contractor must provide on-site personnel during the official hours of operation, 5:45 a.m. to 8:00 p.m., Monday through Friday, except Federal holidays or when Government offices are closed by the Office of Personnel Management (OPM) as a result of inclement weather, potentially hazardous conditions, or other special circumstances. When Government employees are granted administrative leave, Contractor shall continue to provide the services required under the contract, including scheduled physical conditioning classes, unless directed otherwise by the CO or his/her duly appointed representative. Contractor shall provide adequate qualified backup personnel so that the continuity of service will not be disrupted at any time during the official hours of operation.

(5) Maintenance of Facility: Contractor must maintain an environment conducive to the successful and safe operation of the NRC Fitness Center. NRC provides on-site contracted services for heat, cooling, light, water and cleaning of facilities. In cases of interruption of service or other environmental control problems, Contractor shall notify the PO or report the problem through the agency's automated FIXIT system.

Contractor must monitor the locker rooms and shower facilities at least once every half-hour during non-peak hours to ensure that no one is in need of help. Contractor must ensure that all users of the facility comply with the rules and regulations established by the NRC concerning the use of the facility and equipment.

Contractor must be responsible for safeguarding all government property provided for Contractor use. At the end of each work period, all government facilities, equipment, and materials shall be secured. Contractor must operate under conditions that prevent waste of utilities and ensure that employees practice utilities conservation. Lights must be used only in areas where work is actually being performed. Employees must not adjust mechanical equipment controls for heating, ventilation, and air conditioning systems.

(6) Equipment and Furnishings: The Government will provide office space and office equipment, including facsimile and copy machines, telephones and local service, file cabinets, computers, monitors, printers and the appropriate software. In addition, televisions, VCR systems, and a music sound system will be provided. A list of Government-furnished fitness, aerobic, and assessment equipment and accessories is provided in Section J, Attachment J-2.

(7) Equipment Maintenance, Calibrations, Repairs and Replacements: Contractor must maintain all exercise equipment in a safe and

operational manner. This includes responsibility for cleaning and preventive maintenance on all equipment in the fitness center in accordance with the schedule provided in Section J, Attachment J-3, Cleaning and Maintenance Schedule for Exercise Equipment, and Attachment No. J-4, Equipment Calibration. Contractor must provide all necessary and reasonable repairs and replacements of equipment to ensure that all equipment functions properly. Contractor must make recommendations to the PO for any alternate equipment which he or she believes will enhance the operation of the center.

(8) Reporting Requirements: Contractor must maintain records and submit reports as outlined in Section C.6.

C.2.3 Development and Implementation of Agency-wide Employee Wellness Program

C.2.3.1 Employee Health Maintenance and Disease Prevention Program

The following programs will be conducted for NRC Headquarters employees at the Employee Health Center located in Rockville, Maryland. Contractor must conduct programs for regional office or TTC employees either on-site, when possible, or at a location within a fifteen minute drive from the employee's worksite.

Primary Disease Prevention/Detection Program - All Employees

Contractor shall implement and operate a primary disease prevention and detection program, available to employees on a voluntary basis, which focuses on health risk assessment, education, and lifestyle changes for improved health, including but not limited to:

(a) Health Risk Assessment/Reduction: Employees shall be evaluated using a tool designed to show how individual lifestyle choices can affect health. The results will be presented to the employee in the form of a computerized report, identifying the individual's health risks and making recommendations for lifestyle changes to improve health and fitness. The report shall be provided to the employee no later than twenty-one (21) calendar days after the assessment.

(b) Employee Education/Program Promotion: Contractor shall conduct at least four (4) on-site workshops annually, at each major NRC location (Headquarters and four regional offices) to provide information on health and wellness issues for interested employees. Dates for the workshops are to be coordinated with the Project Officer. Comparable information shall be provided to TTC employees in written or video format. The Contractor shall also make available handout material on various health issues and contribute written educational and health program promotional material for use in agency newsletters, brochures, and bulletin board notices.

(c) Biennial Physical Examination and Screening Program for All Employees Age 40 and Over: Contractor shall offer to all permanent employees age 40 and over a biennial complete screening physical examination (approximately 800 per year). The physical examination shall include family, past and current medical history; weight,

height, and blood pressure; blood chemistry (SMA 32 or better), including cholesterol and triglyceride levels; complete blood count including RBC, WBC, differential, hematocrit, hemoglobin, MCH, MCV, and MCHC; urinalysis with microscopy; thyroid assessment (free TA and TSH levels); tuberculin skin test and other skin tests, as indicated; tetanus immunization, if required; electrocardiogram; visual acuity test and tonometry; audiogram; spirometry, if indicated; chest x-ray, if indicated; flexible fiberoptic sigmoidoscopy; bimanual breast examination, pelvic examination and Pap smear; digital rectal examination; examination by and consultation with the physician. Male employees shall be offered a complete prostate cancer screening examination, including a Prostate Specific Antigen (PSA) blood test and a digital rectal examination; this test will be performed according to the guidelines and testing protocols defined by the Cancer Research Institute. Employees may be given additional tests or may be examined at more frequent intervals if medical findings, hazards in the work environment, or other job-related conditions warrant such evaluation. Contractor must make available, within 48 hours, a physician of the same sex as that of the employee, upon request by the employee.

(d) GG-1811 Investigator Physical Examinations: For investigators in the GG-1811 series (approximately 60 positions), regardless of age, Contractor shall provide the following: For applicants being considered for GG-1811 positions in the Office of the Inspector General, a complete screening physical examination, including chest x-ray, prior to entrance on duty and, if hired, an annual physical examination thereafter; for GG-1811 staff in the Office of Investigations, a complete screening physical examination within one year after entering on duty and annually thereafter. The physical examination shall include all of the tests specified in (c) above. In addition, investigators shall receive a treadmill stress test after entering on duty, according to the following schedule: Investigators age 50 and over, within one year after entering on duty and every five years thereafter; all other investigators, depending on age at entrance on duty, in the year they reach 30, 35, 40, or 45 and once every five years thereafter, unless health status requires earlier or more frequent testing. Immediately following the physical examination, the physician shall complete, sign, and return to the employee, in the case of Office of Investigations personnel, a Physical Certification Form to (1) verify that the investigator is physically fit to participate in the Physical Efficiency Battery (PEB), or (2) identify any limiting conditions or restrictions; and, in the case of the Office of Inspector General applicants/personnel, for the same purpose, a NRC/OIG Pre-Employment Medical Review Form, or the NRC/OIG Health Improvement Program Medical Clearance Form, to be returned to the OIG Health Improvement Program Coordinator.

(e) Respirator Certification Examinations: Contractor shall evaluate, according to the attached guidelines (Attachment No. 4), the physical and mental ability of employees who are required to wear respirators in the performance of their duties. Pulmonary function testing (spirometry) is required. Within seven (7) calendar days after the Project Officer's request, the Contractor shall provide certification and/or complete and return NRC form,

"Certification for Use of Respiratory Equipment, Rep-1, Rep-2, and Rep-3.

(f) Disease Screening Program for All Employees: All permanent employees shall be eligible for disease detection and screening tests for heart disease, hypertension, diabetes, hypercholesterolemia, glaucoma, and breast, cervical and prostate cancer. Contractor shall conduct at least four (4) disease screening programs per year at each major NRC location and the TTC. Dates for the screening programs shall be coordinated with the Project Officer.

(g) Discussion of Medical Findings: Following all physical examinations, the physician shall immediately discuss the findings with the employee. The physician shall also prepare a narrative report for the employee's medical file and provide a copy to the employee.

(h) Diagnostic Reports: Contractor shall provide diagnostic reports of any chest x-rays reviewed by a Board Certified Radiologist. Reports shall contain the employee's name, social security number, date of review, diagnosis, signature, and shall be provided to the employee no later than seven (7) calendar days after the examination has been conducted.

(i) Referral to Private Physician and Follow-up: Employees with abnormal test results or conditions requiring treatment shall be referred to their private physician and followed until adequate therapeutic control has been established. If the employee does not have a personal physician, Contractor will immediately give him/her the names of three (3) physicians in the community.

(j) Immunizations: Contractor will provide employees with all immunizations required by local, state, Federal, or international laws or regulations. Necessary immunizations will be provided for employees who engage in official travel or whose work involves special occupational hazards. Other immunizations, deemed by the PO to be compatible with good public health and preventive medicine measures, will be offered to employees on a voluntary basis.

(k) Individual Health Care Advice/Counseling: Upon request by the employee, and within three (3) business days, Contractor shall provide individual consultation, in person or by telephone, regarding health-related issues.

(l) Referrals to Community Resources: Upon request by the employee, and within three (3) business days, Contractor shall provide referrals to private physicians, dentists, and other health providers in the community.

(m) Eye/Vision Examinations: Upon request by the employee, and within three (3) business days, Contractor shall provide visual acuity testing of employees applying for a Government Driver's License and sign the certification; and upon request, Contractor shall provide an eye screening examination, not to exceed one (1) per six (6) month period, to employees who use a computer or other

VDT during a large part of the work day.

(n) Medical Clearance for Fitness Program Participation: Working closely with fitness center staff, and within two (2) business days after a request, Contractor will provide medical clearance for employees who wish to participate in an NRC-sponsored fitness program. Contractor will recommend a fitness regimen appropriate for the employee's health status.

(o) Cardiopulmonary Resuscitation (CPR), Basic First Aid, and Bloodborne Pathogen Training: Contractor shall train approximately 200 individuals per year, providing a maximum of ten (10) training programs per year, two (2) at NRC Headquarters and two (2) at each of the regional offices (interested TTC staff may participate in the Atlanta Regional Office program). Dates for these training programs shall be coordinated with the Project Officer. The bloodborne pathogen training shall meet the Occupational Safety and Health Administration (OSHA) Bloodborne Pathogens Standard 29 CFR 1910.1030.

(p) Automatic External Defibrillator (AED) Program: Contractor shall develop, implement, and manage an AED Program at any or all of the six (6) NRC sites, upon request. The program shall include AED training, oversight, event analysis, and equipment purchase.

(q) Review of NRC-396, Certification of Medical Information by Facility Licensee: Within fourteen (14) calendar days after a request, Contractor shall review forms NRC-396, submitted by the NRC's Office of Nuclear Reactor Regulation. The Form 396 provides information to the NRC regarding a licensee operator applicant's medical examination and those medical conditions, if any, to be noted on the operator's license, as required by ANSI/ANS 3.4, "Medical Certification and Monitoring of Personnel Requiring Operator Licenses for Nuclear Power Plants."

C.2.3.2 Additional Services to be Provided at On-Site Health Care Facilities

(a) First Aid/Limited Treatment for Non-occupational Illness and Injury: Employees and visitors who are injured or become ill while on a Federal installation with an on-site health center may receive a primary diagnosis and initial palliative treatment. Employees or visitors who are injured or become ill while on the site of an installation without an on-site health center shall be sent to the nearest hospital or emergency center for treatment.

(b) Physician-prescribed Treatments and Medications: Upon written request by an employee's personal physician and within the capabilities of the on-site health center, Contractor shall administer treatments and medications, the latter to be supplied by the employee. Persons receiving allergy injections will be required to remain in the health facility for a suitable period of time for observation.

(c) Office of Worker's Compensation Program (OWCP): At installations with an on-site health center, Contractor shall act as

the first point of contact for employees who present themselves with a job-related illness or injury. Contractor will provide diagnosis and treatment within the capability of the facility; when treatment beyond the capabilities available are required, employee will be referred to an appropriate physician or a physician of the employee's choice. Contractor shall issue a CA-16, Request for Examination or Treatment, to authorize an employee to seek medical attention. The CA-16 will not be issued more than one (1) week after a traumatic injury has occurred. When a recommendation is made to seek further medical attention, Contractor shall also issue a CA-17, Duty Status Report; CA-20, Attending Physician's Report; and CA-20a, Attending Physician's Supplemental Report, and a HCFA-1500.

(d) Handicap Parking Spaces: Within seven (7) calendar days after a request, Contractor shall review parking applications for assignment of handicap parking spaces within an NRC parking facility. This effort shall be coordinated with the Administrative Services Center to ensure consistent evaluation criteria.

(e) Management Consultation: Upon request, Contractor shall provide advice and guidance to NRC management on health related issues, such as employee requests for reasonable accommodation for handicapping conditions. Contractor shall have available on a referral and consulting basis, medical specialists, such as, toxicologists, cardiologists, radiologists, ophthalmologists, psychiatrists, pathologists, sports physiologists, gastroenterologists, dentists, otolaryngologists, internists, audiologists, dietitians, laboratory technicians, optometrists, and infectious disease experts.

C.2.3.3 Employee Fitness Program

Contractor shall develop and implement a comprehensive employee fitness program as an element of the agency's overall health promotion and disease prevention strategy.

On-Site Fitness Services

(a) Physical Fitness Assessment: Within seven (7) calendar days after a request, Contractor shall conduct a physical fitness assessment for Fitness Center members. The assessment shall include testing blood pressure and heart rate, height/body weight, body circumference and body composition, cardiovascular submaximal bicycle evaluation, low back flexibility, and abdominal strength test.

(b) Follow-up Evaluations: Within seven (7) calendar days after a request, Contractor shall conduct follow-up evaluations to assess the employee's progress, reevaluate or redesign exercise programs, and address any complications that may surface.

(c) Personalized Fitness Program: Contractor shall conduct an individual meeting with each member to develop a personalized program or fitness prescription according to fitness screening results. Contractor shall provide advice on how to warm up,

stretch, cool down, record workouts, and use all equipment, including free weights, as part of a tailored program. Follow-up shall be available on an as-needed basis to update or revise a member's program.

(d) Enrollment Forms: Contractor shall ensure that all new members complete required forms prior to joining the center. Current members will not be required to complete the enrollment application. Contractor personnel shall register all new members and secure the required fees, applications, and waiver forms.

(e) Medical Clearance: If Contractor has reason to believe that an employee should be precluded from using the fitness center because of health reasons, the employee will be required to seek a medical clearance in writing from his/her physician or the NRC Health Center physician. Contractor shall tag files of employees with special health conditions and ensure that they follow the fitness regimens deemed medically appropriate for them.

(f) Exercise Classes: Contractor shall provide employees a choice of twenty (20) exercise sessions weekly, each forty-five (45) minutes or more in length, as part of the basic membership package. Classes shall be dispersed equitably over the morning, lunchtime, and evening periods established as high usage. The schedule of classes shall be coordinated with and approved by the Project Officer.

Off-Site Fitness Services

Contractor shall provide for the participation of regional office personnel in a fitness center within a fifteen (15) minute drive of their job location. Employees will pay a percentage (currently 50%) of the fitness center fee not to exceed the percentage paid by Headquarters personnel who belong to the on-site fitness center.

Fitness centers must offer a variety of services, including but not limited to, physical fitness assessment, personalized fitness programs, and exercise classes scheduled to accommodate employees' work hours. Exercise equipment available for use by the employees shall include free weights, weight circuits such as Cybex, and cardiovascular such as treadmills, bicycles, rowers and steppers.

Fitness center managers and staff shall have appropriate professional certifications and be certified in basic first aid and CPR.

C.2.4 Agency-Wide Occupational Safety and Health Program

Contractor, or sub-contractor (hereafter referred to as Contractor) shall provide all technical and administrative personnel, monitoring equipment and supplies, and general office supplies necessary to render the following occupational safety and health services:

Technical Services: Contractor shall provide technical services including, but not limited to consultation, analysis, assessment, and plan and specification review for a diversity of efforts in the

area of industrial hygiene. Contractor shall be skilled in servicing industrial, non-industrial, and office needs and be fully knowledgeable in the technical and operational requirements of a comprehensive industrial hygiene program. Contractor shall provide proof of training, experience, and responsive industrial hygiene support for agencies and organizations serviced. Contractor shall provide a professional industrial hygienist certified by the American Board of Industrial Hygiene.

Knowledge Required: All personnel assigned to this Contract shall be knowledgeable of and conversant with regulations, procedures, and recommended standards specified by the Occupational Safety and Health Administration (OSHA), the Environmental Protection Agency (EPA), the National Institute for Occupational Safety and Health (NIOSH), the American National Standards Institute (ANSI), the American Conference of Governmental Industrial Hygienists (ACGIH), the American Society of Heating, Refrigeration, and Air Conditioning Engineers (ASHRAE), and the General Services Administration (GSA).

Responsibilities: Contractor will be responsible for providing evaluation and interpretation of results of laboratory analyses, if requested; recommendations, through well-written reports and personal contact with appropriate NRC officials, for the abatement of health hazards identified; and costs of typing, mailing and shipping of reports.

Technical Skills: Contractor shall possess a comprehensive range of technical skills to enable the identification, evaluation, and reduction or elimination of health, safety, and fire hazards, in such areas as:

- Parking garages and motor pools,
- Machine shops,
- Mechanical rooms and shops,
- Storage areas,
- Printing plants,
- Computer rooms,
- Electrical and telephone closets/rooms,
- Transformer vaults,
- Photographic processing areas,
- Flammable and hazardous material storage areas,
- General office space.

Physical Health Hazard Monitoring: Physical health hazards that may require analysis and evaluation may include, but are not necessarily limited to, the following:

- Noise,
- Vibration,
- Extremes of temperatures,
- Pressure,
- Humidity,
- Indoor air quality,
- Ionizing radiation (x-rays, alpha, beta, and
- Non-ionizing radiation (ultra-violet, infrared,
- Radio frequency waves and lasers.

Biological Health Hazard Monitoring: Biological health hazards that may require analysis and evaluation may include, but are not limited to, the following etiological agents:

- Volatile agents,
- Bacteria,
- Fungi,
- Algae, and
- Pollens.

C.3 ADDITIONAL CONTRACT REQUIREMENTS AND SUBMISSIONS

All proposed laboratories, including subcontractor's, shall be accredited by the National Voluntary Laboratory Accreditation Program (NVLAP).

Contractor shall provide, on an as-needed basis, within 24 hours or within two (2) hours in an emergency, a Certified Industrial Hygienist (CIH) with an advanced degree (M.S. or Ph.D). All proposed CIHs shall have at least five (5) years' experience in environmental activities (inspection of abatement, air monitoring projects, facility inspections, etc). All CIHs shall have a university or college degree in a related field (i.e. engineering, chemistry, physics, etc.) and by their special studies be proficient in recognizing potential health hazards in the work environment, be able to evaluate the magnitude of hazards relative to their ability to impair health, and prescribe methods to eliminate, control, or reduce hazards or alleviate their effects. All certified industrial hygienists performing services under this contract shall have a current certificate from the American Board of Industrial Hygiene (ABIH). A copy of the ABIH certification shall be submitted.

Contractor shall provide, on an as-needed basis, within 24 hours or within (two) hours in an emergency, a Fire Protection Engineer with a minimum of five (5) years' experience in the design and review of fire protection systems, building evaluations, and inspections.

Safety Specialists, including Certified Safety Professionals (CSP), shall have a degree in a related field, have at least three (3) years' experience in conducting safety surveys, and shall be employed on a full time basis.

All sub-contractors shall meet the same requirements as the general contractor.

Contractor shall perform an annual safety, health and fire protection survey of all designated NRC buildings. These surveys shall be conducted by a Certified Safety Professional (CSP).

Contractor shall have quality control programs that assure the quality of their work, including evaluation and training of personnel, auditing of data, etc. A copy of the quality control program(s) shall be provided.

Contractor shall provide a copy of all forms that are proposed to be

used under this contract. The NRC reserves the right to modify or provide supplemental forms to be used under this contract at no additional cost to NRC.

C.3.1 Special Requirements

Indoor Air Quality: Contractor will, if called upon, provide technical advice on the elimination or reduction of indoor air pollutants. Contractor shall be able, if called upon, to perform detailed and specific analysis of sources, levels, and likely health effects of known pollutants and shall be knowledgeable in limiting exposure concentration(s).

Building Associated Health Complaints: Contractor will, if called upon, assist NRC in the investigation of indoor air quality problems. Contractor shall be able, if called upon, to examine and determine which pollutant(s), if any, are at increased levels. Contractor will evaluate the available information and submit a protocol describing any testing required to the COTR for approval prior to sampling.

C.3.2 Agency-wide Ergonomics Program

Contractor will provide the NRC with a qualified ergonomics specialist(s), on an as-needed basis, to perform ergonomics assessments, including video display terminal (VDT) and office workstation evaluations, at all six (6) NRC locations. The specialist(s) may also be required to assist and/or perform ergonomics training for NRC employees. It is estimated that approximately two hundred (200) evaluations and up to eight (8) training sessions per year will be required.

Ergonomics specialists shall have documented education and training in ergonomics from an accredited college, university, or professional safety and health or technical organization; at least five (5) years' experience in performing ergonomic evaluation and training; experience working with governmental agencies; ability to make recommendations based on sound ergonomics principles, and ability to write clear and precise reports.

Ergonomics specialists may receive requests from individual employees, or referrals by NRC's Health Center Medical Director or other NRC agent or official. However, all work shall be approved in advance by the NRC Safety and Health Program Manager (ASHM) or his representative. Written workstation evaluation reports and recommendations shall be sent directly to the ASHM or his representative for review.

Evaluations shall be performed and written reports submitted within ten (10) working days from date of request. Upon approval, the ASHM or his representative will transmit the report, via memorandum, to the employee's supervisor for appropriate action, if indicated. Copies of the report will be sent to the employee, the Health Center Medical Director and/or the Regional Personnel Officer, and the ergonomics specialist. The specialist shall be available to attend meetings to respond to inquiries regarding recommendations and to

assist the ASHM, Health Center Medical Director, and/or appropriate management official in providing alternate solutions, as needed.

Ergonomics specialist shall conduct quarterly follow-up reviews with employees, via personal interview or telephone, on the effectiveness of modifications instituted as the result of the ergonomics assessments. The specialist shall provide the ASHM a quarterly report on these assessments, which shall include the names of the employees, dates of the evaluations, and the responses of the employees. The specialist shall meet or communicate by telephone monthly with the ASHM or his representative to discuss cases and other ergonomic matters.

C.4 GENERAL REQUIREMENTS

C.4.1 Project Officer Monitoring

A PO will be appointed to administer the contract. The PO will serve as the interface between the Contractor and the Government on all administrative matters. The PO's primary function will be one of monitoring the Contractor's performance to assure compliance with the Statement of Work and good medical practice. The PO will also have access to general reporting and statistical data generated under this contract. Any performance discrepancies found by the PO will be relayed to the Contractor by the PO or the Contracting Officer.

C.4.2 Interaction With Other Agency Programs

Contractor shall interact, through and/or with the knowledge of the PO, with other NRC human resource offices and organizations in order to provide a comprehensive, integrated employee wellness program.

C.4.3 Permits, Licenses and Insurance

Contractor shall maintain liability insurance coverage, from a carrier acceptable to the NRC, for all personal injuries, property damage and/or wrongful death arising from performance of the Contract. Prior to beginning performance, Contractor shall provide the Contracting Officer with certificates evidencing said insurance coverage. During performance of Contract, the Contractor shall indemnify and hold harmless the NRC from all claims for personal injury, property damage and/or wrongful death arising from performance of the Contract.

C.4.4 Security

Contractor shall assure that its personnel observe all requirements of NRC building security and are processed through the Division of Facilities and Security for access badging.

C.5 CONTRACTOR PERSONNEL

All Key Personnel under this contract, which includes the Medical Director, the Chief Nurse, and the Fitness Center Director and Associate Director, shall be full-time Contractor employees on the

job within seven (7) days of award of this Contract.

Contractor shall not employ persons for work on this contract if such employees are considered by the CO to be a potential threat to the health, safety, security, general well-being or operational mission of the installation and its population. Contractor personnel shall present a neat appearance and be easily recognized as contractor employees. Contractor shall provide qualified personnel that meet the minimum skill requirements described below. All Contractor personnel shall exhibit a thoroughly professional and service-oriented attitude and approach in the performance of their duties, a pleasant demeanor, and interpersonal skills. Contractor shall not employ any person who is an employee of the U.S. Government, if employing that person would create a conflict of interest. All Contractor personnel shall be able to read, write, speak, and understand the English language.

Contractor is responsible for hiring and continuing to employ personnel assigned to this contract. However, to be eligible to perform under this contract, each contract employee shall first be approved by the PO or his/her designee before being assigned to this contract.

It is Contractor's responsibility to counsel or replace contractor employees for reasons such as frequent absences, tardiness, inability to relate to the clientele, failure to carry out assigned responsibilities.

C.5.1 Headquarters Employee Health Center Personnel

C.5.1.1 Medical Director/Staff Physician

Contractor shall provide one (1) full-time Medical Director/Staff Physician, to be located on-site at the NRC Headquarters Health Center in Rockville, Maryland. The Medical Director shall be responsible for the coordination, performance, and oversight of all work under this contract. The name of an alternate or alternates, who shall act on behalf of the Contractor when the Contract Manager is absent, shall be designated in writing to the CO and PO. Contractor shall provide the name(s), address(es), and telephone number(s) of its representative(s), in writing, to the CO and PO upon contract award.

The Medical Director or alternate shall have full authority to act on behalf of Contractor on all contractual matters relating to the daily operation of this contract; and to accept any communication on behalf of the Contractor. The Medical Director or alternate shall meet at least once a month with the PO to discuss performance activity and/or resolve any problems in providing the services required in the Contract. The Medical Director or alternate shall be available during normal duty hours, within sixty (60) minutes after notification, to communicate with the PO to discuss problems that may arise.

In addition to providing management oversight of the contract requirements, the Medical Director shall supervise the nursing and

administrative staff and employ a variety of marketing strategies to encourage employees use of the health center. The Medical Director shall also provide, as requested, feedback to NRC management on conditions that require corrective action such as, but not limited to, environmental issues affecting employee safety, health and wellness.

The Medical Director shall maintain a close relationship with the Fitness Center staff and assist in the design and oversight of physical fitness programs for employees with medical conditions or special health-related needs.

If the Medical Director has a private practice, he or she may not make referrals to his/her own practice or affiliates or otherwise act as any employee's private physician. Furthermore, this policy may not be circumvented by implying that some other staff member made the referral or that the individual self-referred to the physician.

Education: The Medical Director shall be a graduate of an accredited American medical school, certified by the American Board of Internal Medicine or the American Board of Family Practice; licensed to practice in the State of Maryland; and certified to administer cardiopulmonary resuscitation (CPR).

Experience: Medical Director shall have five (5) years' professional experience (one (1) year may include internship); two (2) years' experience in management of an occupational medical program and experience in identifying and referring for treatment a broad range of addiction and behavioral disorders; and a detailed knowledge of Washington Metropolitan Area community treatment resources for patient referrals.

Abilities: Medical Director shall be capable of performing emergency procedures such as suturing; cardiac resuscitation; emergency treatment of hypovolemic, cardiogenic and neurogenic shock; treatment of convulsions; and initial treatment of fracture and other such conditions.

Medical Director shall be capable of evaluating occupational exposures in areas such as noise and inhalation, contact, and ingestion of toxic materials and consulting with the NRC Occupational Safety and Health Manager on any such conditions. Medical Director shall be capable of providing coordination with and referrals to the Employee Assistance Program, as required by the PO.

C.5.1.2 Nursing Staff

Contractor shall provide full-time nursing services. There shall be a registered nurse on duty at all times during hours of operation.

Education: Incumbent(s) shall be a graduate of a National League of Nurses (NLN) accredited nursing school and registered to practice in the State of Maryland.

Experience: Incumbent(s) shall have three (3) years' professional

nursing experience; two (2) years' experience in an occupational medical program or emergency room experience; two (2) years' experience in counseling employees; and one (2) years' experience in conducting special medical programs or health education.

Abilities: Incumbent(s) shall have knowledge of the latest nursing principles, procedures, and their application in the occupational health setting; knowledge of disease and illness symptoms for purposes of determining treatment; and experience in dealing with employees having physical, emotional or mental problems.

Incumbent(s) shall be capable of administering immunizations, inoculations, medications, and emergency care for illness and injury of occupational origin; counseling employees on various health subjects; maintaining records in accordance with the provisions of C.5 of the contract and writing reports of activities; assuring orderliness and sanitation; maintaining supplies and equipment; and performing routine office maintenance of medical equipment.

Incumbent(s) shall be able to use specified medical equipment, including positive-pressure oxygen equipment and resuscitators; knowledge of splint application; and ability to assist at cardiac defibrillation.

The Chief Nurse shall have, in addition to the above, a total of five (5) years' nursing experience with three (3) years in the occupational setting and at least one (1) year in a supervisory position; and demonstrated experience and qualifications in the management and supervision of the day-to-day operation of an occupational health center.

C.5.1.3 Administrative Support Staff

Contractor shall provide a full-time administrative support person, who has a high school diploma or equivalent and at least two (2) years' experience as a secretary. Incumbent shall be capable of performing high-output typing using a personal computer, be familiar with medical terminology and filing procedures in an occupational medical environment, and possess interpersonal skills for effectively interacting with all levels of NRC employees.

C.5.2 Headquarters Fitness Center Personnel

Contractor will provide a team of professionals with appropriate certifications from entities such as the American College of Sports Medicine, American Council on Exercise (ACE), sports medicine management, and/or demonstrated evidence of knowledge of occupational health organization/fitness facility management. All Contractor employees shall have completed a basic course in first aid and be CPR certified.

All aerobic instructors shall be certified through the International Dance and Exercise Association, the Aerobic and Fitness Association of America, the American College of Sports Medicine, or the Aerobics Institute. All certifications shall remain current throughout the life of the contract. The Contractor will provide the PO with

evidence of renewal of all such certifications. Failure to provide evidence of such renewals will result in NRC withholding payments to the Contractor, pending receipt of confirming evidence of required renewals. All certifications shall remain current throughout the life of the contract. Contractor shall provide the PO with evidence of renewal of all such certification(s). Failure to provide evidence of such renewals will result in NRC withholding payments to the Contractor, pending receipt of confirming evidence of required renewals. If the contractor continues to fail to provide evidence of renewals, the Government may terminate the contract for default.

At least one (1) staff member shall possess sound knowledge of personal computers and software sufficient to manage and operate the Center's established programs and databases at all times, and to publish the quarterly wellness publication, The Health Crunch.

C.5.2.1 Fitness Center Director and Associate Director/Fitness Specialist

Education: The minimum level of education for both incumbents shall include a Bachelor's degree in health and fitness management, exercise physiology, or an allied health field.

Experience: Incumbents shall have two (2) years' experience in management and supervision, and three (3) years' experience in conducting fitness assessments, designing and implementing exercise programs, teaching exercise techniques, and organizing and operating fitness facilities.

Abilities: Incumbents shall demonstrate a clear understanding of all conditioning programs, including walking, running, aerobic dance, step training, flexibility, and strength training. The incumbents shall have a demonstrated ability to work effectively with staff, coordinate staff scheduling, develop and teach programs, employ market tools, and maintain a physical fitness facility in safe and proper repair.

C.5.2.2 Fitness Trainers/Aerobics Instructors

Education: Incumbents' minimum education requirements should include at least a Bachelor's degree in physical education or an allied health field. However, appropriate alternative qualifying experience will be considered in determining the acceptability of the individuals, particularly for aerobics, step, jazzercise, yoga, body sculpting, or other similar type classes.

Experience: Incumbent shall have two (2) years' experience in conducting aerobic movement classes, including aerobic, step, jazzercise, yoga, body sculpting, or similar type classes.

Abilities: Incumbent shall demonstrate a clear understanding of all conditioning programs, including walking, running, aerobic dance, step training, flexibility, and strength training. Incumbents shall demonstrate competencies in conducting aerobic movement classes (for aerobic instructors only), along with a solid background in such areas as kinesiology, physiology, biomechanics, and injury

prevention.

C.5.3 Other Professional Personnel

The Government may request the Contractor to provide the services of other health professionals in support of the NRC Employee Wellness Program.

C.6 RECORDS AND REPORTS

The following Records and Reports shall be maintained by the Contractor in support of the NRC Employee Wellness Program:

C.6.1 Health Center Records and Reporting Requirements

Medical Records: Contractor shall prepare, update and maintain accurate, complete and signed patient records. Medical records shall be complete enough to provide data for use in establishing health maintenance, treatment and rehabilitation; epidemiological studies; and program evaluation and improvement. Records shall include all physical examination and diagnostic data and laboratory test results. Charts containing occupational medical records, (i.e., OWCP, job-required medical tests, medical documentation to support employee request for accommodation of a handicapping condition) shall be tagged so that the occupational medical records may be retrieved for long-term storage, as required by law.

Confidentiality of Records: All medical records shall be considered confidential information and maintained in accordance with Privacy Act and other regulations governing the protection of confidential information. Recipients of medical services may direct that the medical results be sent to their personal physician. Contractor shall comply with the recipient's wishes regarding the release of this medical information and shall obtain any required consent forms.

Retention and Disposal of Medical Records: Title to all employee medical records shall be considered the property of the Federal Government. When employees are separated from the NRC, they shall have the option of copying their medical records for their own files. At the end of the contract period, all records shall be returned to the NRC for storage or disposal.

Bi-Weekly Staffing Report: Contractor shall submit a bi-weekly Staffing Report to the PO which indicates the names of those individuals who actually worked under the contract for the two (2) week period; the total number of hours each individual worked during the two (2) week period; any absences, and the duration of such, by regular on-site staff; and the names and total working hours of back-up personnel provided for key personnel and staff members. The report shall be due on the second workday following the end of each two (2) week period and shall be certified by the Medical Director.

Monthly Work Achievement Report: Contractor shall submit Monthly Work Achievement Reports to the PO, on or before the tenth (10th) day of each month, which shall contain the following information:

- (1) Number of patients treated for the previous month, occupational
- (2) Categories of treatment;
- (3) Number and type of physical examinations;
- (4) Number and type of health-related counseling sessions;
- (5) Number and type of screening programs;
- (6) Number and type of health education programs; and
- (7) Significant events of interest to medical management personnel.

C.6.2 Fitness Center Records and Reporting Requirements

Monthly Work Achievement Report: Contractor shall provide a monthly report to the CO and PO, due on the fifth (5th) day of each month, which provides the following information:

- (1) New membership enrollment and fees collected;
- (2) Membership totals to date/daily usage/peak hours of usage;
- (3) Classes/sessions/programs offered and number of attendees;
- (4) Equipment repair and maintenance activities completed; and
- (5) Other significant accomplishments during period.

Biannual Report: Contractor shall provide, for review by the PO, a biannual report on program evaluation, staff training, and any revisions to the Operations Manual; and a biannual report of the Contractor's review and assessment of the quality of work performed, including proposed program improvements.

Accounting Reports: Contractor shall provide to the CO and PO a monthly accounting of all facility-related transactions and allow, upon reasonable notice, inspection of all related membership and financial records maintained by the Contractor. Contractor shall be subject to annual audits of financial books, records, and expenditures.

Financial Management: Contractor shall invoice the NRC monthly for services performed, based on the firm fixed price. Each billing shall reflect the fixed price for the billing period and for the year to date. The invoice shall include the price for any optional personnel required and any incentive fees earned during the billing period. Each invoice shall reflect membership fees collected during the billing period and for the year to date.

Actual monthly payments by the NRC to the contractor shall occur only when the year-to-date price of services performed exceeds actual membership fees collected. Payment shall consist of the difference between the two amounts.

Amount due to Contractor is the excess of fees collected over cost of services performed. Membership fees shall be determined by the PO. Contractor shall collect and account for membership fees, credit such collections against the total contract price for the current year and bill the NRC monthly, reflecting the difference between the total contract price for the year and the fees generated from membership dues.

In order to facilitate the widest participation in the fitness

center, employees may authorize collection of fees by payroll deduction (provided not all allotments are used) to an interest-bearing account established by the contractor at the Energy Federal Credit Union (EFCU), the NRC Fitness Center Account. Those employees who do not wish to use payroll deduction may pay annually, semiannually, or quarterly by check. Contractor shall be responsible for collecting, accounting for, and depositing all such collections into an established account at the EFCU, to be used solely to offset NRC payments. Contractor shall provide copies of all credit union statements to the CO and PO, as statements are received by the EFCU.

Contractor shall maintain the account solely for NRC Fitness Center purposes and funds shall not be withdrawn without notifying the PO.

Contractor shall maintain accounting records to reflect income generated by membership fees and for billings to the NRC. Contractor's records shall be made available for NRC to review and/or audit upon request.

Invoice Deductions: If, as a result of contractor employee absence, a scheduled physical conditioning class cannot be held, those damages specified in Section B shall be deducted from the contractor's monthly payment.

C.6.3 General Reporting Requirements

Technical Reports: Contractor shall prepare technical reports on the work performed under this contract when considered appropriate by the Contractor, due to special findings or upon the completion of a phase of work.

Other Records and Reports: From time to time throughout the duration of the contract, Contractor may be required to prepare reports other than those specified above, such as usage or demographic statistics, as requested by the PO.

Final Report: Contractor shall submit a final report to the PO which documents and summarizes the results of the entire contract work, including recommendations and conclusions based on the experience and results obtained. Contractor shall submit a draft report thirty (30) days in advance of Contract expiration, and final report shall be due fifteen (15) days prior to Contract expiration.

SECTION D - PACKAGING AND MARKING

D.1 PACKAGING AND MARKING (MAR 1987)

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

SECTION E - INSPECTION AND ACCEPTANCE

E.1 NOTICE OF HYBRID CONTRACT

This is a FFP/CPFF/L-H type contract.

See the listing below for applicable contract types:

- FFP = Firm Fixed Price
- FP-E = Fixed Price with Economic Price Adjustment
- FP-I = Fixed Price Incentive
- FP-P = Fixed Price Redetermination-Prospective
- FP-R = Fixed Price Redetermination-Retroactive
- FFP-L = Firm Fixed Price, Level of Effort Term
- LH = Labor Hour
- TM = Time and Material
- CPAF = Cost Plus Award Fee Completion; CPAF-T = Term
- CPIF = Cost Plus Incentive Fee Completion; CPIF-T = Term
- CR = Cost Reimbursement (No Fee) Completion; CR-T = Term
- CS = Cost Sharing Completion; CS-T = Term
- TM = Time and Materials

The following symbols will appear next to the applicable clauses and provisions through out this document.

\$ = applicable to FIXED-PRICE line items only.

@ = applicable to COST-REIMBURSEMENT line items only.

& = applicable to TIME-&-MATERIAL/LABOR-HOUR line items only .

E.2 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

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

NUMBER	TITLE	DATE
\$ 52.246-4	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) INSPECTION OF SERVICES--FIXED-PRICE	AUG 1996
@ 52.246-5	INSPECTION OF SERVICES--COST-REIMBURSEMENT	APR 1984

E.3 PLACE OF INSPECTION AND ACCEPTANCE (MAR 1957)

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

SECTION F - DELIVERIES OR PERFORMANCE**F.1 NOTICE OF HYBRID CONTRACT**

This is a FFp/CPFF/L-H type contract.

See the listing below for applicable contract types:

FFP	= Firm Fixed Price	
FP-E	= Fixed Price with Economic Price Adjustment	
FP-I	= Fixed Price Incentive	
FP-P	= Fixed Price Redetermination-Prospective	
FP-R	= Fixed Price Redetermination-Retroactive	
FFP-L	= Firm Fixed Price, Level of Effort Term	
LH	= Labor Hour	
TM	= Time and Material	
CPAF	= Cost Plus Award Fee Completion;	CPAF-T = Term
CPIF	= Cost Plus Incentive Fee Completion;	CPIF-T = Term
CR	= Cost Reimbursement (No Fee) Completion;	CR-T = Term
CS	= Cost Sharing Completion;	CS-T = Term
TM	= Time and Materials	

The following symbols will appear next to the applicable clauses and provisions through out this document.

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NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
\$ 52.242-15	STOP-WORK ORDER	AUG 1989
@ 52.242-15	STOP-WORK ORDER	AUG 1989
	ALTERNATE I (APR 1984)	
52.247-34	F.O.B. DESTINATION	NOV 1991
52.247-48	F.O.B. DESTINATION--EVIDENCE OF SHIPMENT	FEB 1999

F.3 PLACE OF DELIVERY--REPORTS (JUN 1988)

The items to be furnished hereunder shall be delivered, with all charges paid by the Contractor, to:

(a) Project Officer (1 copy)

Office of Human Resources, Organization and Labor Relations, Mail Stop T-3-A-2, Washington, DC 20555

(b) Contracting Officer (1 copy)

Office of Administration, Division of Contracts and Property Management, Contract Management Branch 1, Mail Stop T-7-I-2, Washington, DC 20555

F.4 RESOLVING NRC CONTRACTOR DIFFERING PROFESSIONAL VIEWS (DPVs)

The Nuclear Regulation Commission's (NRC) policy is to support the contractor's expression of professional health and safety related concerns associated with the contractor's work for NRC that (1) may differ from a prevailing NRC staff view, (2) disagree with an NRC decision or policy position, or (3) take issue with proposed or established agency practices. An occasion may arise when an NRC contractor, contractor's personnel, or subcontractor personnel believes that a conscientious expression of a competent judgement is required to document such concerns on matters directly associated with its performance of the contract. The procedure that will be used provides for the expression and resolution of differing professional views (DPVs) of health and safety related concerns associated with the mission of the agency by NRC contractors, contractor personnel or subcontractor personnel on matters directly associated with its performance of the contract, may be found in Section J of the solicitation. The contractor shall provide a copy of the NRC DPV procedure to all of its employees performing under this contract and to all subcontractors who shall, in turn, provide a copy of the procedure to its employees. NOTE: The prime contractor or subcontractor shall submit all DPV's received by need not endorse them.

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

This contract shall commence on March 28, 2000 and will expire on March 27, 2001. The term of this contract may be extended at the option of the Government for an additional 4 one-year periods.

SECTION G - CONTRACT ADMINISTRATION DATA**G.1 2052.215-73 PROJECT OFFICER AUTHORITY-ALTERNATE 2**

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

Name: Patricia S. Kaplan

Address: U.S. Nuclear Regulatory Commission
Office of Human Resources
Mail Stop T-3-A-2
Washington, DC 20555

Telephone Number: (301) 415-7113

(b) The project officer shall:

(1) Place delivery orders for items required under this contract.

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

(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.

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

G.2 2052.215-81 TRAVEL REIMBURSEMENT

(a) Total expenditure for domestic travel may not exceed without the prior approval of the contracting officer.

(b) The contractor is encouraged to use Government contract airlines, AMTRAK rail services, and discount hotel/motel properties in order to reduce the cost of travel under this contract. The contracting officer shall, upon request, provide each traveler with a letter of identification which is required in order to participate in this program. The Federal Travel Directory (FTD) identifies carriers, contract fares, schedules, payment conditions, and hotel/motel properties which offer their services and rates to Government contractor personnel traveling on official business under this contract. The FTD, which is issued monthly, may be purchased

from the U.S. Government Printing Office, Washington, DC 20402.

(c) The contractor will be reimbursed for reasonable travel costs incurred directly and specifically in the performance of this contract. The cost limitations for travel costs are determined in accordance with the specific travel regulations cited in FAR 31.205-46, as are in effect on the date of the trip. Travel costs for research and related activities performed at State and nonprofit institutions, in accordance with section 12 of Public Law 100-679, shall be charged in accordance with the contractor's institutional policy to the degree that the limitations of Office of Management and Budget (OMB) guidance are not exceeded. Applicable guidance documents include OMB Circular A-87, Cost Principles for State and Local Governments; OMB Circular A-122, Cost Principles for Nonprofit Organizations; and OMB Circular A-21, Cost Principles for Educational Institutions.

(d) When the Government changes the Federal Travel Regulations, or other applicable regulations, it is the responsibility of the contractor to notify the contracting officer in accordance with the Limitations of Cost clause of this contract if the contractor will be unable to make all of the approved trips and remain within the cost and fee limitations of this contract due to the changes.

G.3 2052.215-83 TRAVEL APPROVALS

(a) All domestic travel requires the prior approval of the project officer.

(b) All foreign travel must be approved in advance by the NRC on NRC Form 445 and must be in compliance with FAR 52.247-63, Preference for U.S. Flag Air Carriers. Foreign travel approval must be communicated in writing through the contracting officer.

G.4 2052.216-73 INDIRECT COST RATES-ALTERNATE 2

(a) For this contract, the amount reimbursable for indirect costs is as follows:

(b) In the event that indirect rates developed by the cognizant audit activity on the basis of actual allowable costs are less than the ceiling rates, the rates established by the cognizant audits must apply. The Government may not be obligated to pay any additional amounts for indirect costs above the ceiling rates set forth above for the applicable period.

G.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. 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."

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 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. 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 proper identification at all times. All prescribed identification must be immediately delivered to the Security Office 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.

H.2 2052.209-73 CONTRACTOR ORGANIZATIONAL CONFLICTS OF INTEREST

(a) Purpose. The primary purpose of this clause is to aid in ensuring that the contractor:

(1) Is not placed in a conflicting role because of current or planned interests (financial, contractual, organizational, or otherwise) which relate to the work under this contract; and

(2) Does not obtain an unfair competitive advantage over other parties by virtue of its performance of this contract.

(b) Scope. The restrictions described apply to performance or participation by the contractor, as defined in 48 CFR 2009.570- 2 in the activities covered by this clause.

(c) Work for others.

(1) Notwithstanding any other provision of this contract, during the term of this contract the contractor agrees to forgo entering into consulting or other contractual arrangements with any firm or organization, the result of which may give rise to a conflict of interest with respect to the work being performed under this contract. The contractor shall ensure that all employees under this contract abide by the provision of this clause. If the contractor

has reason to believe with respect to itself or any employee that any proposed consultant or other contractual arrangement with any firm or organization may involve a potential conflict of interest, the contractor shall obtain the written approval of the contracting officer before the execution of such contractual arrangement.

(2) The contractor may not represent, assist, or otherwise support an NRC licensee or applicant undergoing an NRC audit, inspection, or review where the activities that are the subject of the audit, inspection or review are the same as or substantially similar to the services within the scope of this contract (or task order as appropriate), except where the NRC licensee or applicant requires the contractor's support to explain or defend the contractor's prior work for the utility or other entity which NRC questions.

(3) When the contractor performs work for the NRC under this contract at any NRC licensee or applicant site, the contractor shall neither solicit nor perform work in the same or similar technical area for that licensee or applicant organization for a period commencing with the award of the task order or beginning of work on the site (if not a task order contract) and ending one year after completion of all work under the associated task order, or last time at the site (if not a task order contract).

(4) When the contractor performs work for the NRC under this contract at any NRC licensee or applicant site,

(i) The contractor may not solicit work at that site for that licensee or applicant during the period of performance of the task order or the contract, as appropriate.

(ii) The contractor may not perform work at that site for that licensee or applicant during the period of performance of the task order or the contract, as appropriate, and for one year thereafter.

(iii) Notwithstanding the foregoing, the contracting officer may authorize the contractor to solicit or perform this type of work (except work in the same or similar technical area) if the contracting officer determines that the situation will not pose a potential for technical bias or unfair competitive advantage.

(d) Disclosure after award.

(1) The contractor warrants that to the best of its knowledge and belief, and except as otherwise set forth in this contract, it does not have any organizational conflicts of interest as defined in 48 CFR 209.570-2.

(2) The contractor agrees that, if after award, it discovers organizational conflicts of interest with respect to this contract, it shall make an immediate and full disclosure in writing to the contracting officer. This statement must include a description of the action which the contractor has taken or proposes to take to avoid or mitigate such conflicts. The NRC may, however, terminate the contract if termination is in the best interest of the government.

(3) It is recognized that the scope of work of a task-order-type contract necessarily encompasses a broad spectrum of activities. Consequently, if this is a task-order-type contract, the contractor agrees that it will disclose all proposed new work involving NRC licensees or applicants which comes within the scope of work of the underlying contract. Further, if this contract involves work at a licensee or applicant site, the contractor agrees to exercise diligence to discover and disclose any new work at that licensee or applicant site. This disclosure must be made before the submission of a bid or proposal to the utility or other regulated entity and must be received by the NRC at least 15 days before the proposed award date in any event, unless a written justification demonstrating urgency and due diligence to discover and disclose is provided by the contractor and approved by the contracting officer. The disclosure must include the statement of work, the dollar value of the proposed contract, and any other documents that are needed to fully describe the proposed work for the regulated utility or other regulated entity. NRC may deny approval of the disclosed work only when the NRC has issued a task order which includes the technical area and, if site-specific, the site, or has plans to issue a task order which includes the technical area and, if site-specific, the site, or when the work violates paragraphs (c)(2), (c)(3) or (c)(4) of this section.

(e) Access to and use of information.

(1) If in the performance of this contract, the contractor obtains access to information, such as NRC plans, policies, reports, studies, financial plans, internal data protected by the Privacy Act of 1974 (5 U.S.C. Section 552a (1988)), or the Freedom of Information Act (5 U.S.C. Section 552 (1986)), the contractor agrees not to:

(i) Use this information for any private purpose until the information has been released to the public;

(ii) Compete for work for the Commission based on the information for a period of six months after either the completion of this contract or the release of the information to the public, whichever is first;

(iii) Submit an unsolicited proposal to the Government based on the information until one year after the release of the information to the public; or

(iv) Release the information without prior written approval by the contracting officer unless the information has previously been released to the public by the NRC.

(2) In addition, the contractor agrees that, to the extent it receives or is given access to proprietary data, data protected by the Privacy Act of 1974 (5 U.S.C. section 552a (1988)), or the Freedom of Information Act (5 U.S.C. section 552 (1986)), or other confidential or privileged technical, business, or financial information under this contract, the contractor shall treat the

information in accordance with restrictions placed on use of the information.

(3) Subject to patent and security provisions of this contract, the contractor shall have the right to use technical data it produces under this contract for private purposes provided that all requirements of this contract have been met.

(f) Subcontracts. Except as provided in 48 CFR 2009.570-2, the contractor shall include this clause, including this paragraph, in subcontracts of any tier. The terms contract, contractor, and contracting officer, must be appropriately modified to preserve the Government's rights.

(g) Remedies. For breach of any of the above restrictions, or for intentional nondisclosure or misrepresentation of any relevant interest required to be disclosed concerning this contract or for such erroneous representations that necessarily imply bad faith, the Government may terminate the contract for default, disqualify the contractor from subsequent contractual efforts, and pursue other remedies permitted by law or this contract.

(h) Waiver. A request for waiver under this clause must be directed in writing to the contracting officer in accordance with the procedures outlined in 48 CFR 2009.570-9.

(i) Follow-on effort. The contractor shall be ineligible to participate in NRC contracts, subcontracts, or proposals therefor (solicited or unsolicited), which stem directly from the contractor's performance of work under this contract. Furthermore, unless so directed in writing by the contracting officer, the contractor may not perform any technical consulting or management support services work or evaluation activities under this contract on any of its products or services or the products or services of another firm if the contractor has been substantially involved in the development or marketing of the products or services.

(1) If the contractor, under this contract, prepares a complete or essentially complete statement of work or specifications, the contractor is not eligible to perform or participate in the initial contractual effort which is based on the statement of work or specifications. The contractor may not incorporate its products or services in the statement of work or specifications unless so directed in writing by the contracting officer, in which case the restrictions in this paragraph do not apply.

(2) Nothing in this paragraph precludes the contractor from offering or selling its standard commercial items to the Government.

H.3 2052.215-70 KEY PERSONNEL

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

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 or his/her authorized representative shall evaluate the request and promptly notify the contractor of his or her approval or disapproval 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.

H.4 SITE ACCESS BADGE PROCEDURES (FEB 1995)

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.

Within ten working days after award of a contract, execution of a

modification of a contract or proposal of new personnel for contract tasks, the firm so notified must furnish properly completed security applications for employees. Timely receipt of properly completed security applications is a contract requirement. Failure of the contractor to comply with this condition within the ten work-day period may be a basis to void the notice of selection. In that event, the Government may select another firm for award.

The Government shall have and exercise full and complete control over granting, denying, withholding, or terminating building access approvals for individuals performing work under this contract. Individuals performing work under this contract shall be required to complete and submit to the contractor representative an acceptable Form 176 (Statement of Personal History), and two FD-258 (Fingerprint Charts) at least 48 hours prior to performing services at the NRC. The contractor representative will submit the documents to the Project Officer who will give them to the Division of Security. Since the NRC/Government approval process takes 45 to 60 days or longer from receipt of acceptable security applications, the NRC may, among other things, grant or deny temporary building access approval to an individual based upon its review of the information contained in the GSA Form 176. Also, in the exercise of its authority, GSA may, among other things, grant or deny permanent building access approval based on the results of its investigation and adjudication guidelines. This submittal requirement also applies to the officers of the firm who, for any reason, may visit the work sites for an extended period of time during the term of the contract. In the event that NRC and GSA are unable to grant a temporary or permanent building access approval, to any individual performing work under this contract, the contractor is responsible for assigning another individual to perform the necessary function without any delay in the contract's performance schedule, or without adverse impact to any other terms or conditions of the contract. The contractor is responsible for informing those affected by this procedure of the required building access approval process (i.e., temporary and permanent determinations), and the possibility that individuals may be required to wait until permanent building access approvals are granted before beginning work in NRC's buildings.

The contractor will advise the Project Officer, who, in turn, will advise the Division of Security, of the termination or dismissal of any employee who has applied for, or has been granted, NRC building access approval. It is the responsibility of the contractor to obtain and return to the Division of Security, any photo-identification or temporary badge of an individual who no longer requires access to NRC space.

H.5 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.

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

I.1 NOTICE OF HYBRID CONTRACT

This is a FFp/CPFF/L-H type contract.

See the listing below for applicable contract types:

FFP = Firm Fixed Price
FP-E = Fixed Price with Economic Price Adjustment
FP-I = Fixed Price Incentive
FP-P = Fixed Price Redetermination-Prospective
FP-R = Fixed Price Redetermination-Retroactive
FFP-L = Firm Fixed Price, Level of Effort Term
LH = Labor Hour
TM = Time and Material
CPAF = Cost Plus Award Fee Completion; CPAF-T = Term
CPIF = Cost Plus Incentive Fee Completion; CPIF-T = Term
CR = Cost Reimbursement (No Fee) Completion; CR-T = Term
CS = Cost Sharing Completion; CS-T = Term
TM = Time and Materials

The following symbols will appear next to the applicable clauses and provisions through out this document.

\$ = applicable to FIXED-PRICE line items only.

@ = applicable to COST-REIMBURSEMENT line items only.

& = applicable to TIME-&-MATERIAL/LABOR-HOUR line items only .

I.2 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

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

NUMBER	TITLE	DATE
52.202-1	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) DEFINITIONS	OCT 1995
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO	JUL 1995

	THE GOVERNMENT	
52.203-7	ANTI-KICKBACK PROCEDURES	JUL 1995
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN 1997
52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	JUN 1996
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL 1995
\$ 52.215-2	AUDIT AND RECORDS--NEGOTIATION	JUN 1999
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT 1997
52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	OCT 1997
52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATIONS	OCT 1997
52.215-12	SUBCONTRACTOR COST OR PRICING DATA	OCT 1997
52.215-13	SUBCONTRACTOR COST OR PRICING DATA--MODIFICATIONS	OCT 1997
52.215-14	INTEGRITY OF UNIT PRICES	OCT 1997
52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS (DEC 1998)	DEC 1998
52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS OTHER THAN PENSIONS (PRB)	OCT 1997
52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	OCT 1997
@ 52.216-7	ALLOWABLE COST AND PAYMENT	APR 1998
@ 52.216-8	FIXED-FEE	MAR 1997
52.219-4	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JAN 1999)	JAN 1999
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT 1999
52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN ALTERNATE II (JAN 1999)	OCT 1999
52.219-16	LIQUIDATED DAMAGES--SMALL BUSINESS SUBCONTRACTING PLAN	JAN 1999
52.222-3	CONVICT LABOR	AUG 1996
52.222-26	EQUAL OPPORTUNITY	FEB 1999
52.222-35	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	APR 1998
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN 1998
52.222-37	EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	JAN 1999
52.223-2	CLEAN AIR AND WATER	APR 1984
52.223-6	DRUG-FREE WORKPLACE	JAN 1997
52.225-11	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	AUG 1998
52.227-1	AUTHORIZATION AND CONSENT	JUL 1995
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT	AUG 1996

	AND COPYRIGHT INFRINGEMENT	
\$ 52.228-5	INSURANCE--WORK ON A GOVERNMENT INSTALLATION	JAN 1997
@ 52.228-7	INSURANCE--LIABILITY TO THIRD PERSONS	MAR 1996
\$ 52.229-3	FEDERAL, STATE, AND LOCAL TAXES	JAN 1991
\$ 52.229-5	TAXES--CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO	APR 1984
52.230-3	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES	APR 1998
52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	APR 1996
\$ 52.232-1	PAYMENTS	APR 1984
\$ 52.232-8	DISCOUNTS FOR PROMPT PAYMENT	MAY 1997
\$ 52.232-11	EXTRAS	APR 1984
52.232-17	INTEREST	JUN 1996
@ 52.232-22	LIMITATION OF FUNDS	APR 1984
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.232-33	PAYMENT BY ELECTRONIC FUNDS--CENTRAL CONTRACTOR REGISTRATION	MAY 1999
52.233-1	DISPUTES	DEC 1998
52.233-3	PROTEST AFTER AWARD	AUG 1996
@ 52.233-3	PROTEST AFTER AWARD ALTERNATE I (JUN 1985)	AUG 1996
52.237-3	CONTINUITY OF SERVICES	JAN 1991
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR 1984
52.242-3	PENALTIES FOR UNALLOWABLE COSTS	OCT 1995
52.242-13	BANKRUPTCY	JUL 1995
\$ 52.243-1	CHANGES--FIXED PRICE ALTERNATE I (APR 1994)	AUG 1987
@ 52.243-2	CHANGES--COST REIMBURSEMENT ALTERNATE I (APR 1984)	AUG 1998
\$ 52.244-2	SUBCONTRACTS	DEC 1996
52.244-5	COMPETITION IN SUBCONTRACTING	OCT 1998
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS	
52.245-5	GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME AND MATERIALS, OR LABOR HOUR CONTRACTS)	JAN 1986
52.246-23	LIMITATION OF LIABILITY	FEB 1997
52.246-25	LIMITATION OF LIABILITY--SERVICES	FEB 1997
\$ 52.249-4	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM)	APR 1984
@ 52.249-6	TERMINATION (COST-REIMBURSEMENT)	SEP 1996
52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR 1984
52.249-14	EXCUSABLE DELAYS	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

**I.3 52.215-21 REQUIREMENTS FOR COST OR PRICING DATA
OR INFORMATION OTHER THAN COST OR PRICING DATA--
MODIFICATIONS (OCT 1997)**

(a) Exceptions from cost or pricing data. (1) In lieu of submitting cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.403-4 on the date of the agreement on price or the date of the award, whichever is later, the Contractor

may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable--

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Information on modifications of contracts or subcontracts for commercial items. (A) If--

(1) The original contract or subcontract was granted an exception from cost or pricing data requirements because the price agreed upon was based on adequate price competition or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item; and

(2) The modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.

(B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include--

(1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities.

(2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.

(3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(4) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the Contractor is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The Contractor shall submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

(2) As soon as practicable after agreement on price, but before award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

I.4 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (NOV 1999)

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

I.5 52.219-23 NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS (OCT 1999)

(a) Definitions. As used in this clause--

Small disadvantaged business concern means an offeror that represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

(1) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(i) No material change in disadvantaged ownership and control has occurred since its certification;

(ii) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(iii) It is identified, on the date of its representation, as

a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net).

(2) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted. In this case, in order to receive the benefit of a price evaluation adjustment, an offeror must receive certification as a small disadvantaged business concern by the Small Business Administration prior to contract award; or

(3) Is a joint venture as defined in 13 CFR 124.1002(f).

Historically black college or university means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense (DoD), the National Aeronautics and Space Administration (NASA), and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

Minority institution means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)) which, for purposes of this clause, includes a Hispanic-serving institution of higher education as defined in Section 316(b)(1) of the Act (20 U.S.C. 1059c(b)(1)).

United States means the United States, its territories and possessions, the Commonwealth of Puerto Rico, the U.S. Trust Territory of the Pacific Islands, and the District of Columbia.

(b) Evaluation adjustment. (1) The Contracting Officer will evaluate offers by adding a factor of _____ percent to the price of all offers, except--

(i) Offers from small disadvantaged business concerns that have not waived the adjustment;

(ii) An otherwise successful offer of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is equaled or exceeded (see section 25.402 of the Federal Acquisition Regulation (FAR));

(iii) An otherwise successful offer where application of the actor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government;

(iv) For DoD, NASA, and Coast Guard acquisitions, an otherwise successful offer from a historically black college or university or minority institution; and

(v) For DoD acquisitions, an otherwise successful offer of qualifying country end products (see sections 225.000-70 and 252.225-7001 of the Defense FAR Supplement).

(2) The Contracting Officer will apply the factor to a line item or a group of line items on which award may be made. The Contracting Officer will apply other evaluation factors described in the solicitation before application of the factor. The factor may not be applied if using the adjustment would cause the contract award to be made at a price that exceeds the fair market price by more than the factor in paragraph (b)(1) of this clause.

(c) Waiver of evaluation adjustment. A small disadvantaged business concern may elect to waive the adjustment, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply to offers that waive the adjustment.

[] Offeror elects to waive the adjustment.

(d) Agreements. (1) A small disadvantaged business concern, that did not waive the adjustment, agrees that in performance of the contract, in the case of a contract for --

(i) Services, except construction, at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern;

(ii) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern;

(iii) General construction, at least 15 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern; or

(iv) Construction by special trade contractors, at least 25 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern.

(2) A small disadvantaged business concern submitting an offer in its own name agrees to furnish in performing this contract only end items manufactured or produced by small disadvantaged business concerns in the United States. This paragraph does not apply in connection with construction or service contracts.

I.6 52.232-25 PROMPT PAYMENT (JUN 1997)

Notwithstanding any other payment clause in this contract, the Government will make invoice payments and contract financing payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or the date of an electronic funds transfer. Definitions of pertinent terms are set forth in section 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see

subparagraph (a)(4) (i.e. this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments (1) Due Date. (i) Except as indicated in subparagraph (a)(2) and paragraph (c) of this clause, the due date for making invoice payments by the designated payment office shall be the later of the following two events:

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

(B) The 30th day after Government acceptance of supplies delivered or services performed by the Contractor. On a final invoice where the payment amount is subject to contract settlement actions, acceptance shall be deemed to have occurred on the effective date of the contract settlement.

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

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

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

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

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

(D) For dairy products, as defined in section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C. 4502(e)), edible fats or oils, and food products prepared from edible fats or oils, as close as possible to, but not later than, the 10th day after the date on which a proper invoice has been received. Liquid milk, cheese, certain processed cheese products, butter, yogurt, ice cream, mayonnaise, salad dressings, and other similar products, fall within this classification. Nothing in the Act limits this

classification to refrigerated products. When questions arise regarding the proper classification of a specific product, prevailing industry practices will be followed in specifying a contract payment due date. The burden of proof that a classification of a specific product is, in fact, prevailing industry practice is upon the Contractor making the representation.

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

(3) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraph (a)(3)(i) through (a)(3)(viii) of this clause. If the invoice does not comply with these requirements, it shall be returned within 7 days after the date the designated billing office received the invoice (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, edible fats or oils, and food products prepared from edible fats or oils), with a statement of the reasons why it is not a proper invoice. Untimely notification will be taken into account in computing any interest penalty owed the Contractor in the manner described in subparagraph (a)(5) of this clause.

(i) Name and address of the Contractor.

(ii) Invoice date. (The Contractor is encouraged to date invoices as close as possible to the date of the mailing or transmission.)

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

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

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

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

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

(viii) Any other information or documentation required by the contract (such as evidence of shipment).

(ix) While not required, the Contractor is strongly encouraged to assign an identification number to each invoice.

(4) Interest penalty. An interest penalty shall be paid automatically by the designated payment office, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(4)(i) through (a)(4)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day without incurring a late payment interest penalty.

(i) A proper invoice was received by the designated billing office.

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

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

(5) Computing penalty amount. The interest penalty shall be at the rate established by the Secretary of the Treasury under section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date, except where the interest penalty is prescribed by other governmental authority (e.g., tariffs). This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the Federal Register semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the invoice principal payment amount approved by the Government until the payment date of such approved principal amount; and will be compounded in 30-day increments inclusive from the first day after the due date through the payment date. That is, interest accrued at the end of any 30-day period will be added to the approved invoice principal payment amount and will be subject to interest penalties if not paid in the succeeding 30-day period. If the designated billing office failed to notify the Contractor of a defective invoice within the periods prescribed in subparagraph (a)(3) of this clause, the due date on the corrected invoice will be adjusted by subtracting from such date the number of days taken beyond the prescribed notification of defects period. Any interest penalty owed the Contractor will be based on this adjusted due date. Adjustments will be made by the designated payment office for errors in calculating interest penalties.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance shall be deemed to have occurred constructively on the 7th (unless otherwise specified in this contract) after the Contractor delivered the supplies or performed the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. In the event that actual acceptance occurs within the

constructive acceptance period, the determination of an interest penalty shall be based on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The following periods of time will not be included in the determination of an interest penalty:

(A) The period taken to notify the Contractor of defects in invoices submitted to the Government, but this may not exceed 7 days (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils).

(B) The period between the defects notice and resubmission of the corrected invoice by the Contractor.

(C) For incorrect electronic funds transfer (EFT) information, in accordance with the EFT clause of this contract.

(iii) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at 52.233-1, Disputes, or for more than 1 year. Interest penalties of less than \$1 need not be paid.

(iv) Interest penalties are not required on payment delays due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance or on amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the clause at 52.233-1, Disputes.

(6) Prompt payment discounts. An interest penalty also shall be paid automatically by the designated payment office, without request from the Contractor, if a discount for prompt payment is taken improperly. The interest penalty will be calculated as described in subparagraph (a)(5) of this clause on the amount of discount taken for the period beginning with the first day after the end of the discount period through the date when the Contractor is paid.

(7) Additional interest penalty. (i) a penalty amount, calculated in accordance with paragraph (a)(7)(iii) of this clause, shall be paid in addition to the interest penalty amount if the Contractor--

(A) Is owed an interest penalty of \$1 or more;

(B) Is not paid the interest penalty within 10 days after the date the invoice amount is paid; and

(C) Makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(7)(ii) of this clause, postmarked not later than 40 days after

the invoice amount is paid.

(ii) (A) Contractors shall support written demands for additional penalty payments with the following data. No additional data shall be required. Contractors shall--

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

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

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

(B) Demands must be postmarked on or before the 40th day after payment was made, except that--

(1) If the postmark is illegible or nonexistent, the demand must have been received and annotated with the date of receipt by the designated payment office on or before the 40th day after payment was made; or

(2) If the postmark is illegible or nonexistent and the designated payment office fails to make the required annotation, the demand's validity will be determined by the date the Contractor has placed on the demand; provided such date is no later than the 40th day after payment was made.

(iii) (A) The additional penalty shall be equal to 100 percent of any original late payment interest penalty, except--

(1) The additional penalty shall not exceed \$5,000;

(2) The additional penalty shall never be less than \$25; and

(3) No additional penalty is owed if the amount of the underlying interest penalty is less than \$1.

(B) If the interest penalty ceases to accrue in accordance with the limits stated in paragraph (a) (5) (iii) of this clause, the amount of the additional penalty shall be calculated on the amount of interest penalty that would have accrued in the absence of these limits, subject to the overall limits on the additional penalty specified in paragraph (a) (7) (iii) (A) of this clause.

(C) For determining the maximum and minimum additional penalties, the test shall be the interest penalty due on each separate payment made for each separate contract. The maximum and minimum additional penalty shall not be based upon individual invoices unless the invoices are paid separately. Where payments are consolidated for disbursing purposes, the maximum and minimum additional penalty determination shall be made separately for each contract therein.

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

(b) Contract financing payments--(1) Due dates for recurring financing payments. If this contract provides for contract financing, requests for payment shall be submitted to the designated billing office as specified in this contract or as directed by the Contracting Officer. Contract financing payments shall be made on the 30th day after receipt of a proper contract financing request by the designated billing office. In the event that an audit or other review of a specific financing request is required to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the due date specified.

(2) Due dates for other contract financing. For advance payments, loans, or other arrangements that do not involve recurring submissions of contract financing requests, payment shall be made in accordance with the corresponding contract terms or as directed by the Contracting Officer.

(3) Interest penalty not applicable. Contract financing payments shall not be assessed an interest penalty for payment delays.

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

I.7 INDEMNIFICATION AND MEDICAL LIABILITY INSURANCE (FAR 52.237-7) (JAN 1997)

(a) It is expressly agreed and understood that this is a nonpersonal services contract, as defined in Federal Acquisition Regulation (FAR) 37.101, under which the professional services rendered by the Contractor are rendered in its capacity as an independent contractor. The Government may evaluate the quality of professional and administrative services provided, but retains no control over professional aspects of the services rendered, including by example, the Contractor's professional medical judgment, diagnosis, or specific medical treatments. The Contractor shall be solely liable for and expressly agrees to indemnify the Government with respect to any liability producing acts or omissions by it or by its employees or agents. The Contractor shall maintain liability insurance issued by a responsible insurance carrier of not less than the following amount(s) per specialty per occurrence:

_____*

* Amounts are listed below:

(b) An apparently successful offeror, upon request by the Contracting Officer, shall furnish prior to contract award evidence

of its insurability concerning the medical liability insurance required by paragraph (a) of this clause.

(c) Liability insurance may be on either an occurrences basis or on a claims-made basis. If the policy is on a claims-made basis, an extended reporting endorsement (tail) for a period of not less than 3 years after the end of the contract term must also be provided.

(d) Evidence of insurance documenting the required coverage for each health care provider who will perform under this contract shall be provided to the Contracting Officer prior to the commencement of services under this contract. If the insurance is on a claims-made basis and evidence of an extended reporting endorsement is not provided prior to the commencement of services, evidence of such endorsement shall be provided to the Contracting Officer prior to the expiration of this contract. Final payment under this contract shall be withheld until evidence of the extended reporting endorsement is provided to the Contracting Officer.

(e) The policies evidencing required insurance shall also contain an endorsement to the effect that any cancellation or material change adversely affecting the Government's interest shall not be effective until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer. If during the performance period of the contract the Contractor changes insurance providers, the Contractor must provide evidence that the Government will be indemnified to the limits specified in paragraph (a) of this clause, for the entire period of the contract, either under the new policy, or a combination of old and new policies.

(f) The Contractor shall insert the substance of this clause, including this paragraph (f), in all subcontracts under this contract for health care services and shall require such subcontractors to provide evidence of and maintain insurance in accordance with paragraph (a) of this clause. At least 5 days before the commencement of work by any subcontractor, the Contractor shall furnish to the Contracting Officer evidence of such insurance.

* Amounts from paragraph (a) above:

I.8 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**SECTION J - LIST OF ATTACHMENTS**

ATTACHMENT NUMBER	TITLE
J-1	Health Center - Government- Furnished Equipment
J-2	Inventory of Government-Furnished Fitness, Aerobic & Assessment Equipment
J-3	Cleaning and Maintenance Schedule for Exercise Equipment - NRC Fitness Center
J-4	Equipment Calibration - Fitness Center
J-5	Sample Form for Respirator Certification Examination
J-6	Billing Instructions for Fixed Price Contracts
J-7	Billing Instructions for Cost Reimbursement Type Contracts
J-8	NRC Contractor Organizational Conflicts of Interest
J-9	Contractor Spending Plan (CSP) Instructions
J-10	Subcontracting Plan
J-11	ACH Vendor/Miscellaneous Payment Enrollment Form - SF 3881
J-12	Procedures for Resolving NRC Contractor Differing Professional Views
J-13	Schedule of Estimated Costs - Option _____

SCHEDULE OF ESTIMATED COSTS

Option _____

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
@ HEALTH SERVICES					
1.	Onsite Health Unit: Rockville, MD	12	Mos.	\$	\$
1.1	Other Direct Costs - Onsite Health	12	Mos.	\$	\$100,000.00
Offsite Health Units:					
1a.	King of Prussia, PA	12	Mos.	\$	\$
1b.	Atlanta, GA	12	Mos.	\$	\$
1c.	Lisle, IL	12	Mos.	\$	\$
1d.	Arlington, TX	12	Mos.	\$	\$
1e.	Chattanooga, TN	12	Mos.	\$	\$
1.2	Other Direct Costs - Offsite Health	12	Mos.	\$	\$
\$ FITNESS SERVICES					
2.	Onsite Fitness Center: Rockville, MD	12	Mos.	\$	\$
2-1	Equipment Repair & Replacements	12	Mos.	\$	\$
2-2	Phase-Out Services			\$	\$
Offsite Fitness Centers:					
2a.	King of Prussia, PA	12	Mos.	\$	\$
2b.	Atlanta, GA	12	Mos.	\$	\$
2c.	Lisle, IL	12	Mos.	\$	\$
2d.	Arlington, TX	12	Mos.	\$	\$
2e.	Chattanooga, TN	12	Mos.	\$	\$
& ERGONOMICS & OCCUPATIONAL SAFETY & HEALTH SERVICES					
3a.	Certified Safety Professional	120	Hrs.	\$	\$
3b.	Certified Industrial Hygienist	80	Hrs.	\$	\$
3c.	Fire Protection Engineer	80	Hrs.	\$	\$
TOTAL FOR COMPREHENSIVE WELLNESS PROGRAM:					
	Option _____	12	Mos.	\$	\$

Incentive Fee Payments

The contractor will receive incentive fee payments for membership recruitment in excess of 599 fitness center enrollees. Fee payments shall be made according to the following recruitment schedule:

ITEM	QUANTITY/UNIT	FEE
Membership Enrollment	600 Members	\$
Membership Enrollment	700 Members	\$
Membership Enrollment	800 Members	\$
TOTAL AVAILABLE INCENTIVE FEE PAYMENTS:		\$

OBLIGATION OF FUNDS

In accordance with Section C.6.2, the contractor is required to collect membership fees from members and participants. The amount collected monthly is to be subtracted from the monthly fixed price to arrive at the actual price to be paid by the Government.

The amount obligated under this portion of the contract is as follows: Total Average Membership of 475 Members multiplied by an Annual Membership Fee of \$208.00 (semi-annual membership fee of \$104.00).

FIXED PRICE	\$	
MINUS MEMBERSHIP FEES		\$
PLUS INCENTIVE FEE PAYMENT		\$
TOTAL AMOUNT TO BE OBLIGATED		\$

Membership Fee Restriction

The contractor shall charge fitness center members a fee of \$208.00 plus an enrollment fee of \$25.00 (new members). The contractor shall implement and maintain the price structure in cooperation with the NRC's project officer.

CONSIDERATION AND OBLIGATION--FIRM FIXED PRICE

- (a) The firm fixed price for onsite fitness center operation for Option _____ is \$ * .
- (b) The firm fixed price for offsite fitness center operation and phase-out services, if required, for Option _____ is \$ * .
- (c) The firm fixed price for onsite fitness phase-out services, if required, is \$ * .
- (d) The firm fixed price for ergonomics and occupational safety and health services defined in Section C of this contract for Option _____ is \$ * .

CONSIDERATION AND OBLIGATION--COST PLUS FIXED FEE

(a) The total estimated cost to the Government for equipment repair and replacements in the onsite fitness center for Option _____ of this contract is \$ *, of which the sum of \$ * represents the estimated reimbursable costs, and of which the sum of \$ * represents the fixed fee.

(b) The total estimated cost to the Government for the health services defined in Section C of this contract for Option _____ is \$ *, of which the sum of \$ * represents the estimated reimbursable costs, and of which the sum of \$ * represents the fixed fee.

(c) There shall be no adjustment in the amount of the Contractor's fixed fee by reason of differences between any estimate of cost for performance of the work under this contract and the actual cost for performance of that work.

(d) The amount obligated by the Government with respect to Option _____ of this contract is \$ * , of which the sum of \$ * represents the estimated reimbursable costs, and of which the sum of \$ * represents the fixed fee.

(e) It is estimated that the amount currently allotted will cover performance through * .

*To be filled in at contract award.

PART IV - REPRESENTATIONS AND INSTRUCTIONS**SECTION K - REPRESENTATIONS, CERTIFICATIONS AND
OTHER STATEMENTS OF OFFERORS****K.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED
BY REFERENCE**

The following solicitation provisions pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the FAR provision at FAR "52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE" in Section L of this solicitation. See FAR 52.252-1 for an internet address (if specified) for electronic access to the full text of a provision.

NUMBER	TITLE	DATE
52.203-11	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	APR 1991

**K.2 52.203-2 CERTIFICATE OF INDEPENDENT PRICE
DETERMINATION (APR 1985)**

(a) The offeror certifies that--

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to--

(i) those prices;

(ii) the intention to submit an offer;, or

(iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a

certification by the signatory that the signatory--

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above

[Insert full name of person(s) in the offeror's organization responsible for determining the prices offered in the bid or proposal, and the title of his or her position in the offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K.3 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt

collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

[]
 TIN:-----

[] TIN has been applied for.

[] TIN is not required because:

[] Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

[] Offeror is an agency or instrumentality of a foreign government;

[] Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

[] Sole proprietorship;

[] Partnership;

[] Corporate entity (not tax-exempt);

[] Corporate entity (tax-exempt);

[] Government entity (Federal, State, or local);

[] Foreign government;

[] International organization per 26 CFR 1.6049-4;

[]
 Other-----

(f) Common parent.

[] Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

[] Name and TIN of common parent:

Name-----

TIN-----

K.4 52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS)
(MAY 1999)

(a) Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it [] is, [] is not a women-owned business concern.

K.5 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS
(MAR 1996)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that -

(i) The Offeror and/or any of its Principals -

(A) Are [] are not [] presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have [] have not [], within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes

relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property; and

(C) Are [] are not [] presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has [] has not [], within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

K.6 52.215-6 PLACE OF PERFORMANCE (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, [] intends, [] does not intend [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of performance (street address, city, state, county, code)	Name and address of owner and operator of the plant or facility if other than offeror or respondent

K.7 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 1999)

(a)(1) The standard industrial classification (SIC) codes for this acquisition are 8099 and 7991.

(2) The small business size standard is \$5 Million.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it [] is, [] is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it [] is, [] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it [] is, [] is not a women-owned small business concern.

(c) Definitions.

"Small business concern", as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Women-owned small business concern", as used in this provision, means a small business concern--

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

**K.8 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS
(FEB 1999)**

The offeror represents that--

(a) It [] has, [] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this

solicitation; the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;

(b) It [] has, [] has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

K.9 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that--

(a) It [] has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) It [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

K.10 52.223-1 CLEAN AIR AND WATER CERTIFICATION (APR 1984)

The Offeror certifies that--

(a) Any facility to be used in the performance of this proposed contract is [], is not [] listed on the Environmental Protection Agency (EPA) List of Violating Facilities;

(b) The Offeror will immediately notify the Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the EPA, indicating that any facility that the Offeror proposes to use for the performance of the contract is under consideration to be listed on the (EPA) List of Violating Facilities; and

(c) The Offeror will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

K.11 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (APR 1998)

NOTE:

This notice does not apply to small businesses or foreign governments.

This notice is in three parts, identified by Roman numerals I through III.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

I. DISCLOSURE STATEMENT-COST ACCOUNTING PRACTICES AND CERTIFICATION

(a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR, Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

CAUTION: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

(1) Certificate of Concurrent Submission of Disclosure Statement. The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and (ii) one copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement:

Name and Address of Cognizant ACO or
Federal Official Where Filed:

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

(2) Certificate of Previously Submitted Disclosure Statement. The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement:

Name and Address of Cognizant ACO or Federal Official Where Filed:

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

(3) Certificate of Monetary Exemption. The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling more than \$25 million (of which at least one award exceeded \$1 million) in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

(4) Certificate of Interim Exemption. The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraphs (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$10 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90 day period following the cost accounting period in which the monetary exemption was exceeded.

II. COST ACCOUNTING STANDARDS ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 48 CFR subpart 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

[] The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR subpart 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$25 million in awards of CAS-covered prime contracts and subcontracts, or the offeror did not receive a single CAS-covered award exceeding \$1 million. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$25 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$25 million or more.

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

[] YES

[] NO

K.12 2052.209-70 QUALIFICATIONS OF CONTRACT EMPLOYEES

The offeror hereby certifies by submission of this offer that all representations made regarding its employees, proposed subcontractor personnel, and consultants are accurate.

K.13 2052.209-71 CURRENT/FORMER AGENCY EMPLOYEE INVOLVEMENT

(a) The following representation is required by the NRC Acquisition Regulation 2009.105-70(b). It is not NRC policy to encourage offerors and contractors to propose current/former agency employees to perform work under NRC contracts, and as set forth in the above cited provision, the use of such employees may, under certain conditions, adversely affect NRC's consideration of non-competitive proposals and task orders.

(b) The offeror hereby certifies that there [] are [] are no current/former NRC employees (including special Government employees performing services as experts, advisors, consultants, or members of advisory committees) who have been or will be involved, directly or indirectly, in developing the offer, or in negotiating on behalf of the offeror, or in managing, administering, or performing any contract, consultant agreement, or subcontract resulting from this offer. For each individual so identified, the Technical and Management proposal must contain, as a separate attachment, the name of the individual, the individual's title while employed by the NRC, the date individual left NRC, and brief description of the individual's role under this proposal.

K.14 2052.209-72 CONTRACTOR ORGANIZATIONAL CONFLICTS OF INTEREST REPRESENTATION

I represent to the best of my knowledge and belief that:

The award to _____ of a contract or the modification of an existing contract does [] does not [] involve situations or relationships of the type set forth in 48 CFR 2009.570-3(b).

(a) If the representation, as completed, indicates that situations or relationships of the type set forth in 48 CFR 2009.570-3(b) are involved, or the contracting officer otherwise determines that potential organizational conflicts of interest exist, the offeror shall provide a statement in writing which describes in a concise manner all relevant factors bearing on his representation to the contracting officer. If the contracting officer determines that organizational conflicts exist, the following actions may be taken:

- (1) Impose appropriate conditions which avoid such conflicts,
- (2) Disqualify the offeror, or
- (3) Determine that it is otherwise in the best interest of the United States to seek award of the contract under the waiver provisions of 48 CFR 2009-570-9.

(b) The refusal to provide the representation required by 48 CFR 209.570-4(b), or upon request of the contracting officer, the facts required by 48 CFR 209.570-3(b), must result in disqualification of the offeror for award.

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**L.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE**

The following solicitation provisions pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the FAR provision at FAR "52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE" in Section L of this solicitation. See FAR 52.252-1 for an internet address (if specified) for electronic access to the full text of a provision.

NUMBER	TITLE	DATE
52.214-34	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE	APR 1991
52.214-35	SUBMISSION OF OFFERS IN U.S. CURRENCY	APR 1991
52.215-1	INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION ALTERNATE I (OCT 1997)	NOV 1999
52.215-16	FACILITIES CAPITAL COST OF MONEY	OCT 1997
52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION	FEB 1999
52.237-10	IDENTIFICATION OF UNCOMPENSATION OVERTIME	OCT 1997

L.2 52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUN 1999)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

- (1) Company name.
- (2) Company address.
- (3) Company telephone number.

- (4) Line of business.
- (5) Chief executive officer/key manager.
- (6) Date the company was started.
- (7) Number of people employed by the company.
- (8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet home page at <http://www.customerservice@dnb.com/>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

L.3 52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997)

(a) Exceptions from cost or pricing data. (1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include--

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

L.4 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a hybrid contract consisting of a cost-plus-fixed-fee portion and a firm-fixed-price portion resulting from this solicitation.

L.5 52.219-22 SMALL DISADVANTAGED BUSINESS STATUS (OCT 1999)

(a) General. This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) Representations.

(1) General. The offeror represents, as part of its offer, that

it is a small business under the size standard applicable to this acquisition; and either--

[] (i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since its certification;

(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(C) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net); or

[] (ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2) [] For Joint Ventures. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]

(c) Penalties and Remedies. Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall:

(1) Be punished by imposition of a fine, imprisonment, or both;

(2) Be subject to administrative remedies, including suspension and debarment; and

(3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

L.6 52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting

Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Mary H. Mace

Hand-Carried Address:

U.S. Nuclear Regulatory Commission
Division of Contracts and Property Mgt.
Attn: T-7-I-2
11545 Rockville Pike
Rockville MD 20852

Mailing Address:

U.S. Nuclear Regulatory Commission
Division of Contracts and Property Mgt.
Attn: T-7-I-2

Washington DC 20555

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

**L.7 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY
REFERENCE (FEB 1998)**

This solicitation incorporates one or more solicitation provisions 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. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

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

L.8 2052.215-76 DISPOSITION OF PROPOSALS

After award of the contract, one copy of each unsuccessful proposal is retained by the NRC's Division of Contracts and Property Management in accordance with the General Records Schedule 3(5)(b).

Unless return of the additional copies of the proposals is requested by the offeror upon submission of proposal, all other copies will be destroyed. This request should appear in a cover letter accompanying the proposal.

L.9 2052.216-70 LEVEL OF EFFORT

The NRC's estimate of the total effort for this project is approximately 8,400 hrs for on-site health & 6,500 hrs for on-site fitness professional and 0 hours clerical staff-years for the duration of this contract. This information is advisory and is not to be considered as the sole basis for the development of the staffing plan. For the purposes of the Government estimate, 2000 hours constitute a staff year.

L.10 2052.222-70 NONDISCRIMINATION BECAUSE OF AGE

It is the policy of the Executive Branch of the Government that:

(a) Contractors and subcontractors engaged in the performance of Federal contracts may not, in connection with the employment, advancement, or discharge of employees or in connection with the terms, conditions, or privileges of their employment, discriminate against persons because of their age except upon the basis of a bona fide occupational qualification, retirement plan, or statutory requirements; and

(b) That contractors and subcontractors, or person acting on their behalf, may not specify, in solicitations or advertisements for employees to work on Government contracts, a maximum age limit for employment unless the specified maximum age limit is based upon a bona fide occupational qualification, retirement plan, or statutory requirement.

L.11 ESTIMATED DURATION (JUN 1988)

The duration of the contract is estimated to be one (1) year. (See Section F for any option periods.)

L.12 USE OF AUTOMATED CLEARING HOUSE (ACH) ELECTRONIC PAYMENT/REMITTANCE ADDRESS

The Debt Collection Improvement Act of 1996 requires that all Federal payments except IRS tax refunds be made by Electronic Funds Transfer. It is the policy of the Nuclear Regulatory Commission to

pay government vendors by the Automated Clearing House (ACH) electronic funds transfer payment system. Item 15C of the Standard Form 33 may be disregarded.

L.13 TIMELY RECEIPT OF PROPOSALS

All hand-carried offers including those made by private delivery services (e.g., Federal Express and Airborne Express) must be delivered to the NRC loading dock security station located at 11545 Rockville Pike, Rockville, Maryland 20852 and received in the depository located in Room T-7-I-2. All offerors shall allow extra time for internal mail distribution. NRC is a secure facility with perimeter access-control and NRC personnel are not available to receive hand-carried offers except during normal working hours, 7:30 AM - 3:30 PM, Monday through Friday, excluding federal holidays.

L.14 AWARD NOTIFICATION AND COMMITMENT OF PUBLIC FUNDS

(a) All offerors will receive preaward and postaward notices in accordance with FAR 15.503.

(b) It is also brought to your attention that the contracting officer is the only individual who can legally commit the NRC to the expenditure of public funds in connection with this procurement. This means that unless provided in a contract document or specifically authorized by the contracting officer, NRC technical personnel may not issue contract modifications, give informal contractual commitments, or otherwise bind, commit, or obligate the NRC contractually. Informal contractual commitments include:

(1) Encouraging a potential contractor to incur costs prior to receiving a contract;

(2) Requesting or requiring a contractor to make changes under a contract without formal contract modifications;

(3) Encouraging a contractor to incur costs under a cost-reimbursable contract in excess of those costs contractually allowable; and

(4) Committing the Government to a course of action with regard to a potential contract, contract change, claim, or dispute.

L.15 PROPOSAL PRESENTATION AND FORMAT

(a) Information submitted in response to this solicitation must be typed, printed, or reproduced on letter-size paper and each copy

must be legible. Offerors are hereby notified that all information provided including all resumes, must be accurate, truthful, and complete to the best of the offeror's knowledge and belief. The Commission will rely upon all representations made by the offeror both in the evaluation process and for the performance of the work by the offeror selected for award. The Commission may require the offeror to substantiate the credentials, education, and employment history of its employees, subcontractor personnel, and consultants, through submission of copies of transcripts, diplomas, licenses, etc.

(b) The offeror must submit the following material which will constitute its offer, as defined by FAR 2.101, in two separate and distinct parts at the date and time specified in Block 9 of the SF 33 for receipt of sealed offers.

(1) Part 1 - Solicitation Package/Offer. Two (2) original signed copies of this solicitation package/offer. All applicable sections must be completed by the offeror.

(2) Part 2 - Cost Proposal. One (1) original and 3 copies of the "Cost Proposal."

(i) The cost proposal shall be submitted separately from the Technical and Management Proposal or Oral Presentation and Supporting Documentation (as applicable).

(ii) The offeror's request for an exception to submitting cost or pricing data shall be made in accordance with FAR 52.215-20 (a).

(iii) If the contracting officer does not grant the offeror an exception from the requirement to submit cost or pricing data, the offeror's cost proposal shall conform with the requirements of FAR 52.215-20(b). Cost information must include pertinent details sufficient to show the elements of cost upon which the total cost is predicted in accordance with Table 15-2 of FAR 15.408.

(iv) When the offeror's estimated cost for the proposed work exceeds \$100,000 and the duration of the contract period exceeds six months, the offeror shall submit a Contractor Spending Plan (CSP) as part of its cost proposal. Guidance for completing the CSP is attached.

(v) For any subcontract discussed under the Technical and Management Proposal, or Oral Presentation Material, provide supporting documentation on the selection process, i.e. competitive vs. noncompetitive, and the cost evaluation.

(c) "Written Technical and Management Proposal" or "Oral Presentation and Supporting Documentation" (as applicable). One (1) original and 3 copies copies.

(1) The written Technical and Management Proposal or Oral Presentation and Supporting Documentation may not contain any reference to cost. Resource information, such as data concerning

labor hours and categories, materials, subcontracts, travel, computer time, etc., must be included so that the offeror's understanding of the scope of work may be evaluated.

(2) The offeror shall submit in the written Technical and Management Proposal or Oral Presentation and Supporting Documentation full and complete information as set forth below to permit the Government to make a thorough evaluation and a sound determination that the proposed approach will have a reasonable likelihood of meeting the requirements and objectives of this procurement.

(3) The written Technical Proposal or Oral Presentation and Supporting Documentation must be tailored to assure that all information reflects a one-to-one relationship to the evaluation criteria.

(4) Statements which paraphrase the statement of work without communicating the specific approach proposed by the offeror, or statements to the effect that the offeror's understanding can or will comply with the statement of work may be construed as an indication of the offeror's lack of understanding of the statement of work and objectives.

(e) Written Technical or Oral Presentation and Supporting Documentation Requirements -- Instructions.

The Technical and Management proposal must set forth, as a minimum, the following information:

(1) Corporate Experience. Identify offeror's experience in the following areas:

- (A) Experience in designing and implementing an integrated multi-site health/fitness/occupational safety program;
- (B) Experience in operating and managing on-site health and fitness centers;
- (C) Experience in designing, promoting and presenting wellness programs and workshops;
- (D) Experience in providing individual health care guidance, advice and counseling;
- (E) Experience in consulting with top management on health-related issues; and
- (F) Experience in conducting workstation ergonomic assessments.

(2) Small Business Subcontracting. Identify contracts in which the offeror attained applicable subcontracting goals for small business participation. Provide a small business subcontracting plan and discuss corporate procedures for adherence to this plan.

(3) Personnel Qualifications. Discuss the experience, education and training of the following proposed key personnel. Provide a resume, or other format, which demonstrates the individual's relevant experience, education and training.

(A) Medical Director/Physician;

- (B) Chief Nurse;
- (C) Fitness Director;
- (D) Assistant Fitness Director;
- (E) Fitness Specialist;
- (F) Medical Specialists, including but not limited to:
Cardiologist, Gastroenterologist, Travel Medicine
Specialist; and
- (G) Occupational Safety and Health and Ergonomics
Specialists, including but not limited to: Certified
Industrial Hygienist, Fire Protection Engineer,
Physical Therapist/Ergonomist.