ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES: 1 | 12

IMPORTANT: Mark all packages and papers with contract and/or order numbers. BPA NO.

1. DATE OF ORDER: 03-23-2004	2. CONTRACT NO. (If any):
3. ORDER NO.: DR-02-04-004 MODIFICATION NO.:	4. REQUISITION/REFERENCE NO.: 02-04-004

5. ISSUING OFFICE (Address correspondence to)
U.S. Nuclear Regulatory Commission
Division of Contracts
Contract Management Center No. 1
Mail Stop: T-7-I-2
Washington DC 20555

6. SHIP TO:
a. NAME OF CONSIGNEE: U.S. Nuclear Regulatory Commission
NMSS/PMDA/RAST
b. STREET ADDRESS: ATTN: Carolyn Boyle
Mail Stop, T-8-A23
c. CITY: Washington | d. STATE: DC | e. ZIP CODE: 20555

7. TO.
NAME OF CONTRACTOR
Proxtronics, Incoporated – Sub.
ATTN: Chris Davis
7200 Fullerton Road
Suite 100
Springfield VA 22150-2238

SBA – Prime
1110 Vermont Ave.
Washington, DC 20043

f. SHIP VIA: N/A

8. TYPE OF ORDER
[X] a. PURCHASE ORDER
Reference your _____
Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.

[ ] b. DELIVERY/TASK ORDER
Except for billing instructions on the reverse, this delivery/task order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.

9. ACCOUNTING AND APPROPRIATION DATA $18,729.80
B&R#: 45015203232 Job Code#: J5492 BOC#: 252A
APPN#: 31X0200 FFS#: 5504R067

10. REQUISITIONING OFFICE NMSS
NMSS

11. BUSINESS CLASSIFICATION (Check appropriate box(es))
[X] a. SMALL [ ] b. OTHER THAN SMALL [X] c. DISADVANTAGED [ ] d. WOMEN-OWNED

12. F.O.B. POINT	14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE	16. DISCOUNT TERMS
Destination		3/23/2004-3/22/2005	Net 30

13. PLACE OF		FOR INFORMATION CALL: (No collect calls)
a. INSPECTION	b. ACCEPTANCE	Michael Turner 301) 415-6535

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (A)	SUPPLIES OR SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	The Contractor shall provide the U.S. Nuclear Regulatory Commission with Radiation Monitoring Services in accordance with the attached Statement of Work and the Contractor's proposal dated March 17, 2004, as amended on March 19, 2004, which is hereby incorporated by reference. The total estimated amount (ceiling) for the products/ services, ordered, delivered and accepted under this delivery order is $18,729.80 and the amount presently obligated with respect to this delivery order is $18,729.80, as reflected under Paragraph B.2 - Consideration and Obligation of the subject order. The following clause is hereby incorporated by reference and made a part hereof this delivery order: Federal Acquisition Regulation Clause 52.215-21 - Requirements.					

18. SHIPPING POINT	19. GROSS SHIPPING WEIGHT	20. INVOICE NO.	$18,729.80	SUBTOTAL

SEE BILLING INSTRUCTIONS ON REVERSE

21. MAIL INVOICE TO:
a. NAME: U.S. Nuclear Regulatory Commission
Division of Contracts
b. STREET ADDRESS (or P.O. Box)
Mail Stop: T-7-I-2
Attn: DR-02-04-004
c. CITY: Washington | d. STATE: DC | e. ZIP CODE: 20555

17(h) TOTAL (Cont. pages)

17(i). GRAND TOTAL: $18,729.80

22. UNITED STATES OF AMERICA
BY (Signature): Sharon D. Stewart

23. NAME (Typed)
Sharon D. Stewart,
Contracting Officer
TITLE: CONTRACTING/ORDERING OFFICER

OPTIONAL FORM 347 (6/95)

TEMPLATE - ADM002

ADM002

ADDITIONAL SIMPLIFIED ACQUISITION TERMS AND CONDITIONS

A.1 52.213-4 TERMS AND CONDITIONS - SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS) (JAN 2004)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

(ii) 52.222-21, Prohibition of Segregated Facilities (Feb 1999) (E.O. 11246).

(iii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iv) 52.225-13, Restrictions on Certain Foreign Purchases (Oct. 2003) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

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

(2) Listed below are additional clauses that apply:

(i) 52.232-1, Payments (Apr 1984).

(ii) 52.232-8, Discounts for Prompt Payment (Feb 2002).

(iii) 52.232-11, Extras (Apr 1984).

(iv) 52.232-25, Prompt Payment (Oct 2003).

(v) 52.233-1, Disputes (Jul 2002).

(vi) 52.244-6, Subcontracts for Commercial Items (Apr 2003)

(vii) 52.253-1, Computer Generated Forms (Jan 1991).

(b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Jan 2004) (E.O. 13126). (Applies to contracts for supplies exceeding the micro-purchase threshold.)

(ii) 52.222-20, Walsh-Healey Public Contracts Act (Dec 1996) (41 U.S.C. 35-45) (Applies to supply contracts over $10,000 in the United States, Puerto Rico, or the U.S. Virgin Islands).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212) (Applies to contracts of $25,000 or more).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793). (Applies to contracts over $10,000, unless the work is to be performed outside the United States by employees recruited outside the United States.) (For purposes of this clause, United States includes the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.)

(v) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212) (Applies to contracts of $25,000 or more).

(vi) 52.222-41, Service Contract Act of 1965, As Amended (May 1989) (41 U.S.C. 351, et seq.) (Applies to service contracts over $2,500 that are subject to the Service Contract Act and will be performed in the United States, District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, or the outer continental shelf lands).

(vii) 52.223-5, Pollution Prevention and Right-to-Know Information (AUG 2003) (E.O. 13148) (Applies to services performed on Federal facilities).

(viii) 52.225-1, Buy American Act--Supplies (June 2003) (41 U.S.C. 10a-10d) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use in the United States or its outlying areas, if the value of the supply.contract or supply portion of a service contract exceeds the micro- purchase threshold and the acquisition--

(A) Is set aside for small business concerns; or

(B) Cannot be set aside for small business concerns (see 19.502-2), and does not exceed $25,000.)

(ix) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003). (Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the Central Contractor Registration (CCR) database as its source of EFT information.)

(x) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (May 1999). (Applies when the payment will be made by EFT and the payment office does not use the CCR database as its source of EFT information.)

(xi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241). (Applies to supplies transported by ocean vessels (except for the types of subcontracts listed at 47.504(d).)

(2) Listed below are additional clauses that may apply:

(i) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (JULY 1995) (Applies to contracts over $25,000).

(ii) 52.211-17, Delivery of Excess Quantities (SEPT 1989) (Applies to fixed-price supplies).

(iii) 52.247-29, F.o.b. Origin (JUN 1988) (Applies to supplies if delivery is f.o.b. origin).

(iv) 52.247-34, F.o.b. Destination (NOV 1991) (Applies to supplies if delivery is f.o.b. destination).

(c) FAR 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):

(d) Inspection/Acceptance. The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its postacceptance rights--

(1) Within a reasonable period of time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(e) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting

Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

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

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

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

A.2 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (OCT 2003)

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

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

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

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

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

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

(g) Invoice.

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

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

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

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-- Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

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

(i) Payment.

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

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

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

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

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

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

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

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

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

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

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

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

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

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

(t) Central Contractor Registration (CCR).

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability

resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, ``doing business as'' name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the ``Suspension of Payment'' paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the ``Suspension of payment'' paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at http://www.ccr.gov or by calling 1-888-227-2423 or 269-961-5757.

A.3 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JAN 2004)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clause, which is incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items: 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).

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

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

[] (2) 52.219-3, Notice of Total HUBZone Set-Aside (JAN 1999) (15 U.S.C. 657a).

[] (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

[] (4) (i) 52.219-5, Very Small Business Set-Aside (JUNE 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

[] (ii) Alternate I (MAR 1999) of 52.219-5.

[] (iii) Alternate II (JUNE 2003) of 52.219-5.

[] (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

[] (ii) Alternate I (OCT 1995) of 52.219-6.

[] (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

[] (ii) Alternate I (OCT 1995) of 52.219-7.

[] (7) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637 (d)(2) and (3)).

[] (8)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2002) (15 U.S.C. 637(d)(4)).

[] (ii) Alternate I (OCT 2001) of 52.219-9.

[] (iii) Alternate II (OCT 2001) of 52.219-9.

[] (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

[] (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUNE 2003) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

[] (ii) Alternate I (JUNE 2003) of 52.219-23.

[] (11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

[] (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

[] (13) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

[X] (14) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JAN 2004) (E.O. 13126).

[X] (15) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

[X] (16) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

[X] (17) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

[X] (18) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

[] (19) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

[] (20)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).

[] (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

[X] (21) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

[] (22)(i) 52.225-3, Buy American Act--Free Trade Agreements-- Israeli Trade Act (JAN 2004) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78).

[] (ii) Alternate I (JAN 2004) of 52.225-3.

[] (iii) Alternate II (JAN 2004) of 52.225-3.

[] (23) 52.225-5, Trade Agreements (JAN 2004) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

[] (24) 52.225-13, Restrictions on Certain Foreign Purchases (OCT 2003) (E.O.s, proclamations, and statutes

administered by the Office of Foreign Assets Control of the Department of the Treasury).

[] (25) 52.225-15, Sanctioned European Union Country End Products (FEB 2000) (E.O. 12849).

[] (26) 52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849).

[] (27) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

[] (28) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

[X] (29) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

[] (30) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

[] (31) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

[] (32) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

[] (33)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).

[] (ii) Alternate I (APR 1984) of 52.247-64.

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

[] (1) 52.222-41, Service Contract Act of 1965, as Amended (MAY 1989) (41 U.S.C. 351, et seq.).

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

[] (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

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

[] (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to PreDecemberessor Contractor Collective Bargaining Agreements (CBA) (May 1989) (41 U.S.C. 351, et seq.).

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

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

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

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data,

regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (October 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $500,000 ($1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (April 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (December 2001) (38 U.S.C. 4212).

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

(v) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (April 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

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

A.4 52.219-17 SECTION 8(A) AWARD (DEC 1996)

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

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

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

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

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

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

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

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

A.5 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

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

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

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

A.6 SEAT BELTS

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

A.7 COMPLIANCE WITH U.S. IMMIGRATION LAWS AND REGULATIONS

NRC contractors are responsible to ensure that their alien personnel are not in violation of United States Immigration and Naturalization (INS) laws and regulations, including employment authorization documents and visa requirements. Each alien employee of the Contractor must be lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card Form 1-151 or must present other evidence from the Immigration and Naturalization Services that employment will not affect his/her immigration status. The INS Office of Business Liaison (OBL) provides information to contractors to help them understand the employment eligibility verification process for non-US citizens. This information can be found on the INS website, http://www.ins.usdoj.gov/graphics/services/employerinfo/index.htm#obl.

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

(End of Clause)

A.8 FOREIGN OWNERSHIP, CONTROL, OR INFLUENCE OVER CONTRACTOR

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

(1) A foreign government or foreign government agency;

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

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

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

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

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

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

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

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

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

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

(i) The contracting officer may terminate this contract for default either if the contractor fails to meet obligations imposed by this clause, e.g., provide the information required by this clause, comply with the contracting officer's instructions about safeguarding classified information, or make this clause applicable to subcontractors, or if, in the contracting officer's judgment, the contractor creates a FOCI situation in order to avoid performance or a termination for default. The contracting officer may terminate this contract for convenience if the contractor becomes subject to FOCI and for reasons other than avoidance of performance of the contract, cannot, or chooses not to, avoid or mitigate the FOCI problem.

A.9 CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

ATTACHMENT NO.	TITLE
1	Schedule of Supplies or Services and Prices/Costs
2	Statement of Work
2A	Quarterly Data Files
3	Quality Assurance Surveillance Plan
4	Performance Requirement Summary
5	Surveillance Monitoring Form
6	NRC Form 187
7	Billing Instructions

A.9 CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

ATTACHMENT NO.	TITLE
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6	NRC Form 187
7	Billing Instructions

B.1 SCHEDULE OF SUPPLIES OR SERVICES AND PRICES/COSTS

BASE YEAR

CLIN	Description	Estimated Quantity	Fixed Unit Price	Estimated Price
001	One-time set-up charge 1000 employees	[redacted]		$ 600.00
002	Beta-gamma dosimeters	[redacted]		$14,600.00
003	Beta-gamma-neutron dosimeters	[redacted]		$ 1,825.00
004	Environmental dosimeters	[redacted]		$ 255.50
005	Finger ring dosimeters	[redacted]		$ 36.50
006	Emergency processing	[redacted]		N/C
007	Replacement of lost/damaged dosimeters or holders	[redacted]		$ 600.00
008	Reproduction for reports/ Duplicate printouts	[redacted]		$ 250.00
009	Additional Control Dosimeters	[redacted]		$ 262.80
010	Expedite Fee	[redacted]		$ 300.00

ESTIMATED TOTAL - BASE YEAR **$18,729.80**

B.1 SCHEDULE OF SUPPLIES OR SERVICES AND PRICES/COSTS

OPTION YEAR ONE

CLIN	Description	Estimated Quantity	Fixed Unit Price	Estimated Price
011	Beta-gamma dosimeters	[redacted]		$15,040.00
012	Beta-gamma-neutron dosimeters	[redacted]		$ 1,880.00
013	Environmental dosimeters	[redacted]		$ 263.20
014	Finger ring dosimeters	[redacted]		$ 37.60
015	Emergency processing	[redacted]		N/C
016	Replacement of lost/damaged dosimeters or holders	[redacted]		$ 600.00
017	Reproduction for reports/ Duplicate printouts	[redacted]		$ 250.00
018	Additional Control Dosimeters	[redacted]		$ 270.72
019	Expedite Fee	[redacted]		$ 300.00

ESTIMATED TOTAL - OPTION YEAR ONE **$18,641.52**

B.1 SCHEDULE OF SUPPLIES OR SERVICES AND PRICES/COSTS

OPTION YEAR TWO

CLIN	Description	Estimated Quantity	Fixed Unit Price	Estimated Price
020	Beta-gamma dosimeters	[redacted]		$15,480.00
021	Beta-gamma-neutron dosimeters	[redacted]		$ 1,935.00
022	Environmental dosimeters	[redacted]		$ 270.90
023	Finger ring dosimeters	[redacted]		$ 38.70
024	Emergency processing	[redacted]		N/C
025	Replacement of lost/damaged dosimeters or holders	[redacted]		$ 600.00
026	Reproduction for reports/ Duplicate printouts	[redacted]		$ 250.00
027	Additional Control Dosimeters	[redacted]		$ 278.64
028	Expedite Fee	[redacted]		$ 300.00

ESTIMATED TOTAL - OPTION YEAR TWO **$19,153.24**

B.1 SCHEDULE OF SUPPLIES OR SERVICES AND PRICES/COSTS

OPTION YEAR THREE

CLIN	Description	Estimated Quantity	Fixed Unit Price	Estimated Price
029	Beta-gamma dosimeters	[redacted]		$15,960.00
030	Beta-gamma-neutron dosimeters	[redacted]		$ 1,995.00
031	Environmental dosimeters	[redacted]		$ 279.30
032	Finger ring dosimeters	[redacted]		$ 39.90
033	Emergency processing	[redacted]		N/C
034	Replacement of lost/damaged dosimeters or holders	[redacted]		$ 600.00
035	Reproduction for reports/ Duplicate printouts	[redacted]		$ 250.00
036	Additional Control Dosimeters	[redacted]		$ 287.28
037	Expedite Fee	[redacted]		$ 300.00

ESTIMATED TOTAL - OPTION YEAR THREE **$19,711.48**

B.1 SCHEDULE OF SUPPLIES OR SERVICES AND PRICES/COSTS

BASE YEAR

CLIN	Description	Estimated Quantity	Fixed Unit Price	Estimated Price
038	Beta-gamma dosimeters	[redacted]		$16,440.00
039	Beta-gamma-neutron dosimeters	[redacted]		$ 2,055.00
040	Environmental dosimeters	[redacted]		$ 287.70
041	Finger ring dosimeters	[redacted]		$ 41.10
042	Emergency processing	[redacted]		N/C
043	Replacement of lost/damaged dosimeters or holders	[redacted]		$ 600.00
044	Reproduction for reports/ Duplicate printouts	[redacted]		$ 250.00
045	Additional Control Dosimeters	[redacted]		$ 295.92
046	Expedite Fee	[redacted]		$ 300.00

ESTIMATED TOTAL - OPTION YEAR FOUR **$20,269.72**

ESTIMATED TOTAL - BASE YEAR & OPTION YEARS 1 - 4 **$99,505.76**

B.2 CONSIDERATION AND OBLIGATION

(a) The total estimated amount of this contract (ceiling) for the products/services ordered, delivered, and accepted under this contract is $18,729.80. The Contracting Officer may unilaterally increase this amount as necessary for orders to be placed with the contractor during the contract period provided such orders are within any maximum ordering limitation prescribed under this contract.

(b) The amount presently obligated with respect to this contract is $18,729.80. The Contracting Officer may issue orders for work up to the amount presently obligated. This obligated amount may be unilaterally increased from time to time by the Contracting Officer by written modification to this contract. The obligated amount shall, at no time, exceed the contract ceiling as specified in paragraph a above. When and if the amount(s) paid and payable to the Contractor hereunder shall equal the obligated amount, the Contractor shall not be obligated to continue performance of the work unless and until the Contracting Officer shall increase the amount obligated with respect to this contract. Any work undertaken by the Contractor in excess of the obligated amount specified above is done so at the Contractor's sole risk.

ATTACHMENT NO. 2

PERFORMANCE WORK STATEMENT
NRC PERSONNEL RADIATION MONITORING PROGRAM
DR-02-04-004

C.1 BACKGROUND

The U.S. Nuclear Regulatory Commission (NRC) is a Federal regulatory agency with approximately 1,000 personnel who require the use of individual monitoring devices ("IMDs") for monitoring ionizing radiation in the performance of their duties. Personnel are located in the headquarters office and four (4) regional offices, and resident inspectors at large reactor and fuel cycle facilities throughout the United States. NRC personnel are exposed to a wide variety of ionizing radiations during inspections and site visits at NRC licensed facilities and field sites where NRC licensed operations are being conducted. Evaluation reports on these occupational exposures are downloaded into the REMIT database, which is an NRC System of Records. The NRC also has a small environmental radiation monitoring program in the Region I office.

C. 2 OBJECTIVE

The objective is to provide individuals who require radiation monitoring with proper monitoring devices that record the occupational exposure received in the performance of their duty. The monitoring devices are to be provided by the contractor and returned to the contractor for processing and evaluation. Reports of these evaluations shall be generated by the contractor and sent to the appropriate Radiation Safety Officer (RSO) in the headquarters and regional offices maintaining the radiation exposure records for the individual workers.

C.3 SCOPE OF WORK

To achieve the objective, the scope of this contract includes:

1. Provide and deliver IMDs to RSOs at headquarters and regional offices on a quarterly* basis;

2. Process IMDs returned to the contractor for evaluation of radiation exposure;

3. Provide evaluation reports, generated by the contractor, to RSOs at headquarters and regional offices; and

4. Provide the above supplies and services for a small number of environmental radiation monitors.

*Most individuals are monitored for a period of a calendar quarter. However, because of the nature of the agencies work, on occasion, a shorter period may be requested. Therefore, it is necessary to have a more flexible service agreement which would allow for this variation.

C.4. WORK REQUIREMENTS AND SCHEDULE

Individual Monitoring Devices

1. Specifications for Personnel Monitoring - The contractor shall provide IMDs to NRC for the purpose of determining the deep dose equivalent (DDE), lens dose equivalent (LDE), shallow dose equivalent, whole body (SDE, WB), and shallow dose equivalent, maximum exposed-extremity (SDE, ME) to its personnel. The IMDs shall have, as a minimum, the capability to detect beta-gamma radiation in accordance with the criteria of the latest applicable National Voluntary Laboratory Accreditation Program (NVLAP) for radiation dosimetry. In addition, the contractor shall provide the additional capability of detecting neutrons with a fission energy spectrum similar to that found in reactor facilities. This neutron detection capability shall also be in accordance with the criteria of the latest applicable NVLAP criteria for neutron dosimetry. The IMDs shall be processed in a program that is accredited by the current National Institute of Standards and Technology, National Voluntary Laboratory Accreditation Program (NVLAP) for Categories I through VI of ANSI Standard 13.11. During the period of the contract, the contractor must maintain a Certificate of Accreditation from NVLAP in accordance with the provisions of 10 CFR 20.1501(c). Any deviations from this criteria within an accredited program shall be clearly stated in offeror's bid. The contractor shall provide notification of, and address any change to, their NVLAP accreditation during the term of this contract to the NRC Technical Project Manager (NRC TPM) within ten (10) working days of NVLAP accreditation change. Loss of, or significant change in, NVLAP accreditation may be considered grounds for discontinuance of the contract. Each dosimeter shall be capable of detecting, and be reportable for, beta-gamma radiation as specified in the following table:

Radiation	Energy Range	Dose Range	Error Limits
x-ray, gamma	0.01 - 10 MeV	0.001 - 500 rems	NVLAP limits
beta	>1.5 MeV	0.01 - 500 rems	NVLAP limits

The contractor shall supply any appropriate holders and all necessary instructions for the proper use of the IMDs. IMDs should be designed for attachment to clothing in a manner that allows the user to attach and remove them but impedes unintentional removal. The contractor shall also provide a means by which it shall account for any and all in-transit exposures detected by IMDs (assuming that interpretation of the dose equivalent is performed at a facility maintained by the contractor), such that this in-transit exposure shall be deleted from the dose equivalent assigned to the individual users of the IMDs. This requirement shall apply to IMDs that are in transit for the purpose of routine exchanges/returns, emergency exchanges/returns, and late exchanges/returns. Additional means of transit control shall be provided as requested.

2. Wear Period - The wear period for most personnel is expected to be quarterly, but up to five (5) percent of the total may be monthly.

3. IMD Markings and Assignment - Each IMD shall be labeled with a unique serial number and the assigned wear period. The label shall have a color code for rapid identification of the wear period and be resistant to fading/smearing. Both assigned and unassigned IMDs shall be provided as requested. Assigned IMDs shall be labeled with the individual employee's name in addition to the serial number and wear period indicator.

   NRC will provide, in writing by regular mail, facsimile, or electronic mail, the contractor with the name and social security number of each individual issued an originally unassigned IMD during the wear period. The contractor shall perform a one-time assignment of the results of these IMDs to the appropriate individuals (in accordance with the written documentation that may be provided by NRC). Unassigned IMDs shall remain unassigned unless a permanent assignment is requested by NRC.

4. Delivery of IMDs - The contractor shall deliver an estimated 4,000 beta-gamma and 500 beta-gamma-neutron IMDs per year and at the request of the authorized individuals listed below. Addresses for the deliverables are contained in Section E.1. below. The contractor shall provide the requested number and type of IMDs at least 21 days before the beginning of the assigned wear period, and be able to change IMD assignments on 10 days notice by telephone or written request (by regular mail, facsimile or electronic mail). The contractor shall provide, with each IMD shipment, a written invoice listing the serial number and assigned name (if any) of each IMD in the shipment.

   Authorized Individuals

   a. Radiation Safety Officer, NRC Region I
      475 Allendale Road, King of Prussia, PA 19406-1415

   b. Radiation Safety Officer, NRC Region II
      101 Marietta Street, Suite 2900, Atlanta, GA 30323-0199

   c. Radiation Safety Officer, NRC Region III
      801 Warrenville Road, Lisle, IL 60532-4351

   d. Radiation Safety Officer, NRC Region IV
      611 Ryan Plaza Drive, Suite 400, Arlington, TX 76011-8064

   e. Radiation Safety Officer, NRC Headquarters
      Office of Nuclear Material Safety and Safeguards (NMSS)
      Mailstop T8-F5, 11555 Rockville Pike, Rockville, MD 20852

f. Radiation Safety Officer, NRC Headquarters
Office of Nuclear Reactor Regulation (NRR)
Mailstop O6-H2, 11555 Rockville Pike, Rockville, MD 20852

5. Return of IMDs - Each NRC office will return IMDs within fifteen (15) days after the end of the wear period. The contractor shall notify the NRC TPM if a return shipment has not been received from an NRC office within twenty (20) days after the end of a wear period.

6. Evaluation of IMDs - The IMDs shall be evaluated by the contractor within ten (10) days after they are received at the contractor's facility. The contractor shall notify the appropriate RSO by telephone as soon as possible but not later than one (1) working day after the evaluation of an IMD if it exceeds any of the Level I doses specified below. This notification shall be by direct contact with the appropriate RSO or the RSO's designated representative (not a voice mail message). The contractor shall transmit, by overnight mail, a report of the results within one (1) working day of the telephone notification. If an IMD evaluation exceeds any of the Level II doses or indicates gross contamination, the contractor shall assign a physicist or other expert who is experienced in evaluating exposure readings to conduct a comprehensive evaluation of the IMD. This evaluation shall be completed and a written report provided to the appropriate RSO within one (1) working day of the telephone notification.

Investigation Levels

Level I	Level II	
125 mrem	375 mrem	Whole Body
375 mrem	1125 mrem	Lens of the eye
1275 mrem	3750 mrem	Extremity (SD,ME)
1275 mrem	3750 mrem	Skin of whole body (SD, WB)

7. Reports - The contractor shall provide each RSO, and a copy to the NRC TPM, with a written report of the exposures of individuals in the RSO's office within fifteen (15) days after receipt of the IMDs. In addition, the contractor shall provide each RSO, and a copy to the NRC TPM, with an electronic report containing the same information transmitted to individual RSO's during the previous calendar quarter within forty-five (45) days after the end of the calendar quarter. The electronic report shall be provided on a 3.5 inch, high density diskette(s) or on CD-ROM. The contractor shall supply the quarterly or incremental dose records in an electronic format compatible with the NRC's REMIT software module for the importing of dosimetry processor records. REMIT format specifications are listed in the Attachment. Additional information about REMIT is located on the internet at http://www.reirs.com/details.htm.

For each wear period, only one record representing the final assigned dose for the individual should be reported to the NRC; incremental records of multiple issued IMDs for an individual should not be reported. Corrections to dose records for prior periods that have already been reported to the NRC should be submitted in a separate file with a note or indication that the file contains corrected records for a prior period.

8. Additional Services - The contractor shall also provide the following services as needed:

a. IMDs for extremity monitoring ("finger rings") for beta and gamma radiation shall be provided upon request by authorized individuals to the locations specified (estimate 10 per year);

b. Environmental radiation monitors, and their evaluation and report of evaluation, capable of detecting 0.1 millrem ambient dose equivalent and meeting performance, testing, and procedural specifications in ANSI Standard N545 (estimate 70 per year). The dosimeters shall be suitable for outside use and provided upon request by authorized individuals to the location specified;

c. Emergency processing of IMDs equivalent to routine processing in quality, but within twenty-four (24) hours of receipt at the contractor's facility regardless of the time of day or day of the week (estimate 4 per year). Results of the processing shall be provided immediately by telephone to the appropriate RSO and confirmed in writing within one (1) week.

d. Lost or damaged IMDs/holders shall be replaced upon request of the authorized individuals.

e. In the event of litigation as a result of alleged radiation overexposure of any individual provided an IMD under this contract, the contractor shall cooperate fully by providing experts and witnesses to testify as to the methods and techniques used in the preparation and processing of the IMD. It is understood that this cooperation shall entail no additional expense to the Government.

f. When requested, the contractor shall update and correct individual dosimetry records and account information. This shall include transferring an employee's data information from one account/group to another when requested. Transfers shall include the employee's entire dosimetry history. This account maintenance activity shall entail no additional expense to the Government. IMDs shall be delivered to the addresses listed in below and any additional locations specified by the RSO.

C.5 DELIVERABLES

1. IMDs shall be delivered to the following locations and any additional locations specified by the RSO:

   a. NRC Region I, 475 Allendale Road, King of Prussia, PA 19406-1415. In addition, Region I shall receive environmental radiation monitoring devices.

   b. NRC Region II, 101 Marietta Street, Suite 2900, Atlanta, GA 30323-0199

   c. NRC Region III, 801 Warrenville Road, Lisle, IL 60532-4351

   d. NRC Region IV, 611 Ryan Plaza Drive, Suite 400, Arlington, TX 76011-8064

   e. NRC Headquarters, Administrative Services Center, 11555 Rockville Pike, Rockville, MD 20852

   f. NRC Headquarters, Nuclear Security and Incident Response Office, 11555 Rockville Pike, MD, 20852

2. Written dosimetry reports shall be delivered to the appropriate RSO at the addresses specified above, with a copy to the NRC TPM at the address specified herein

3. The computer disk(ettes) containing the quarterly electronic dosimetry report shall be delivered to the appropriate RSO at the addresses specified above, with a copy to the NRC TPM at the address specified above. When submitting the data file, a transmittal letter should accompany it with the following information provided:

   - NRC region or office;
   - File name;
   - Date created;
   - Operating system used;
   - Contact name and phone number;
   - Other instructions needed to process the records. Note any records that are corrections for prior wear periods; and
   - Signature and date for the processor's authorized representative.

C.6 MEETINGS AND TRAVEL

There are no travel requirements for the work specified.

C.7 PERIOD OF PERFORMANCE

The period of performance for this delivery order shall commence on the effective date of the delivery order and will expire one year later. The term of this delivery order may be extended at the option of the Government for an additional four (4) one-year option periods.

C.8 GOVERNMENT-FURNISHED MATERIALS

A hard copy list of employee information (name, social security number, type of dosimeter required, etc.) for each of the five main NRC offices will be provided within two (2) weeks of the effective date of the delivery order. This list may also be available electronically.

C.9 PROJECT OFFICER AUTHORITY

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

Name: Caroyln Boyle

Address: U.S. Nuclear Regulatory Commission
NMSS/PMDA
Mail Stop, T-8-A-23
11555 Rockville Pike
Rockville, MD 20852

Telephone Number: (301) 415-7818

(b) The project officer shall:

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

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

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

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

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

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

C.10 NRC TECHNICAL DIRECTION

NRC Project Officer:
Carolyn Boyle
NMSS/PMDA
Mail Stop T8-A23
11555 Rockville Pike
Rockville, MD 20852
301-415-7818
cjb@nrc.gov

NRC TPM:
Joseph E. DeCicco
NMSS/IMNS
Mailstop T8-F5
11555 Rockville Pike
Rockville, MD 20852
301-415-7833
jxd1@nrc.gov

C.11 52.224-1 PRIVACY ACT NOTIFICATION (APR 1984)

The Contractor will be required to design, develop, or operate a system of records on individuals, to accomplish an agency function subject to the Privacy Act of 1974, Public Law 93-579, December 31, 1974 (5 U.S.C. 552a) and applicable agency regulations. Violation of the Act may involve the imposition of criminal penalties.

C.12 52.224-2 PRIVACY ACT (APR 1984)

(a) The Contractor agrees to--

(1) Comply with the Privacy Act of 1974 (the Act) and the agency rules and regulations issued under the Act in the design, development, or operation of any system of records on individuals to accomplish an agency function when the contract specifically identifies--

(i) The systems of records; and

(ii) The design, development, or operation work that the contractor is to perform;

(2) Include the Privacy Act notification contained in this contract in every solicitation and resulting subcontract and in every subcontract awarded without a solicitation, when the work statement in the proposed subcontract requires the design, development, or operation of a system of records on individuals that is subject to the Act; and

(3) Include this clause, including this subparagraph (3), in al subcontracts awarded under this contract which requires the design, development, or operation of such a system of records.

(b) In the event of violations of the Act, a civil action may be brought against the agency involved when the violation concerns the design, development, or operation of a system of records on individuals to accomplish an agency function, and criminal penalties may be imposed upon the officers or employees of the agency when the violation concerns the operation of a system of records on individuals to accomplish an agency function. For purposes of the Act, when the contract is for the operation of a system of records on individuals to accomplish an agency function, the Contractor and any employee of the Contractor is considered to be an employee of the agency.

(c) (1) "Operation of a system of records," as used in this clause, means performance of any of the activities associated with maintaining the system of records, including the collection, use, and dissemination of records .

(2) "Record," as used in this clause, means any item, collection, or grouping of information about an individual that is maintained by an agency, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and that contains the person's name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a fingerprint or voice print or a photograph.

(3) "System of records on individuals," as used in this clause, means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.

C.13 52.237-3 CONTINUITY OF SERVICES (JAN 1991)

(a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to (1) furnish phase-in training and (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

(b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

(c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

(d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

C.14 2052.204-70 SECURITY

(a) Security/Classification Requirements Form. The attached NRC Form 187 (See Attachment No. 6) furnishes the basis for providing security and classification requirements to prime contractors, subcontractors, or others (e.g., bidders) who have or may have an NRC contractual relationship that requires access to classified information or matter, access on a continuing basis (in excess of 90 or more days) to NRC Headquarters controlled buildings, or otherwise requires NRC photo identification or card-key badges.

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

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

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

(e) Definition of National Security Information. The term National Security Information, as used in this clause, means information that has been determined pursuant to Executive Order 12356 or any predecessor order to require protection against unauthorized disclosure and that is so designated.

(f) Definition of Restricted Data. The term Restricted Data, as used in this clause, means all data concerning:

(1) design, manufacture, or utilization of atomic weapons;

(2) the production of special nuclear material; or

(3) the use of special nuclear material in the production of energy, but does not include data declassified or removed from the Restricted Data category pursuant to section 142 of the Atomic Energy Act of 1954, as amended.

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

(h) Security clearance personnel. The contractor may not permit any individual to have access to Restricted Data, Formerly Restricted Data, or other classified information, except in accordance with the Atomic Energy Act of 1954, as amended, and the Commission's regulations or requirements applicable to the particular type or category of classified information to which access is required. The contractor shall also execute a Standard Form 312, Classified Information Nondisclosure Agreement, when access to classified information is required.

(i) Criminal liabilities. It is understood that disclosure of National Security Information, Restricted Data, and Formerly Restricted Data, relating to the work or services ordered hereunder to any person not entitled to receive it, or failure to safeguard any Restricted Data, Formerly Restricted Data, or any other classified matter that may come to the contractor or any person under the contractor's control in connection with work under this contract, may subject the contractor, its agents, employees, or subcontractors to criminal liability under the laws of the United States. (See the Atomic Energy Act of 1954, as amended, 42 U.S.C. 2011 et seq.; 18 U.S.C. 793 and 794; and Executive Order 12356.)

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

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

C.15 SECURITY REQUIREMENTS

The contractor must identify all individuals and propose the level of Information Technology (IT) approval for each, using the guidance listed below. The NRC sponsoring office shall make the final determination of the level, if any, of IT approval required for all individuals working under this contract.

The Government shall have and exercise full and complete control over granting, denying, withholding or terminating building access approvals for individuals performing work under this contract.

A. LEVEL I Security Requirements

Performance under this contract shall involve prime contractor personnel, subcontractors or others who perform services requiring direct access to or operate agency sensitive IT systems or data (IT Level I).

The IT Level I involves responsibility for the planning, direction, and implementation of a computer security program; major responsibility for the direction, planning, and design of a computer system, including hardware and software; or the capability to access a computer system during its operation or maintenance in such a way that could cause or that has a relatively high risk of causing grave damage; or the capability to realize a significant personal gain from computer access. Such contractor personnel shall be subject to the NRC contractor personnel security requirements of NRC Management Directive (MD) 12.3, Part I, and will require a favorably adjudicated Limited Background Investigation (LBI).

A contractor employee shall not have access to sensitive IT systems or data until he/she is approved by Security Branch, Division of Facilities and Security (SB/DFS). Temporary access may be approved based on a favorable adjudication of their security forms and checks. Final access will be approved based on a favorably adjudicated LBI in accordance with the procedures found in NRC MD 12.3, Part I. However, temporary access authorization approval will be revoked and the employee may subsequently be removed from the contract in the event the employee's investigation cannot be favorably adjudicated. Such employee will not be authorized to work under any NRC contract without the approval of SB/DFS. Timely receipt of properly completed security applications is a contract requirement. Failure of the contractor to comply with this condition within the ten (10) work-day period may be a basis to void the notice of selection. In that event, the Government may select another firm for award. When an individual receives final access, the individual will be subject to a reinvestigation every ten (10) years.

The contractor shall submit a completed security forms packet, including the SF-86, "Questionnaire for National Security Positions," and fingerprint charts, through the Project Officer to SB/DFS for review and favorable adjudication, prior

to the individual performing work under this contract. The contractor shall assure that all forms are accurate, complete, and legible (except for Part 2 of the questionnaire, which is required to be completed in private and submitted by the individual to the contractor in a sealed envelope), as set forth in MD 12.3 which is incorporated into this contract by reference as though fully set forth herein. Based on SB review of the applicant's security forms and/or the receipt of adverse information by NRC, the individual may be denied access to NRC facilities, sensitive IT systems or data until a final determination is made of his/her eligibility under the provisions of MD 12.3. Any questions regarding the individual's eligibility for IT Level I approval will be resolved in accordance with the due process procedures set for in MD 12.3 and E.O. 12968.

In accordance with NRCAR 2052.204-70, "Security," IT Level I contractors shall be subject to the attached NRC Form 187 (see Section J for List of Attachments) which furnishes the basis for providing security requirements to prime contractors, subcontractors or others (e.g., bidders) who have or may have an NRC contractual relationship which requires access to or operation of agency sensitive IT systems or remote development and/or analysis of sensitive IT systems or data or other access to such systems and data; access on a continuing basis (in excess of 30 days) to NRC Headquarters controlled buildings; or otherwise requires issuance of an NRC badge.

B. LEVEL II Security Requirements

Performance under this contract will involve contractor personnel that develop and/or analyze sensitive IT systems or data or otherwise have access to such systems or data (IT Level II).

The IT Level II involves responsibility for the planning, design, operation or maintenance of a computer system and all other computer or IT positions. Such contractor personnel shall be subject to the NRC contractor personnel requirements of NRC MD 12.3, Part I, which is hereby incorporated by reference and made a part of this contract as though fully set forth herein, and shall require a favorably adjudicated Access National Agency Check with Inquiries (ANACI).

A contractor employee shall not have access to sensitive IT systems or data until he/she is approved by SB/DFS. Temporary access may be approved based on a favorable review of their security forms and checks. Final access will be approved based on a favorably adjudicated ANACI in accordance with the procedures found in NRC MD 12.3, Part I. However, temporary access authorization approval will be revoked and the employee may subsequently be removed from the contract in the event the employee's investigation cannot be favorably adjudicated. Such employee will not be authorized to work under any NRC contract without the approval of SB/DFS. Timely receipt of properly completed security applications is a contract requirement. Failure of the

contractor to comply with this condition with the ten (10) work-day period may be a basis to void the notice of selection. In that event, the Government may select another firm for award. When an individual receives final access, the individual will be subject to a reinvestigation every ten (10) years.

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

In accordance with NRCAR 2052.204-70, "Security," IT Level II contractors shall be subject to the attached NRC Form 187 (see Section J for List of Attachments) which furnishes the basis for providing security requirements to prime contractors, subcontractors or others (e.g., bidders) who have or may have an NRC contractual relationship which requires access to or operation of agency sensitive IT systems or remote development and/or analysis of sensitive IT systems or data or other access to such systems or data; access on a continuing basis (in excess of 30 days) to NRC Headquarters controlled buildings; or otherwise requires issuance of an NRC badge.

C. Cancellation of Termination of IT Access/Request

When a request for investigation is to be withdrawn or canceled, the contractor shall immediately notify the Project Officer by telephone in order that he/she will immediately contact the SB/DFS so that the investigation may be promptly discontinued. The notification shall contain the full name of the individual and the date of the request. Telephone notifications must be promptly confirmed in writing to the Project Officer who will forward the confirmation via e-mail to the SB/DFS. Additionally, SB/DFS must be immediately notified when an individual no longer requires access to NRC sensitive automated IT systems or data, including the voluntary or involuntary separation of employment of an individual who has been approved for or is being processed for access under NRC MD 12.3.

ATTACHMENT NO. 2A

Quarterly Data Files

Dosimetry processor results for the calendar quarter (or any other incremental time period within a monitoring year) must be provided in the following electronic format. The data file should be submitted on a diskette or CD with the records for each Region and Office on separate media. Records for dosimetry that were not processed should not be included in this file.

The data file may be in ASCII or DBF format. If in DBF format, the field type shown must be defined. For ASCII files, a carriage return and line feed should be used at the end of each record in the file. All unused space in a field must be padded with spaces.

Field	Field Name	Type	Width	Required*	Definition
1	EMP_ID	Character	12	Yes	Employee ID. Usually the SSN, but it may also be PPN, CSI, IDL, IND, WPN, or OTH as defined in Regulatory Guide 8.7
2	ID_TYPE	Character	3	Yes	Abbreviation for ID type used in EMP_ID
3	RPT_TYPE	Character	1	Yes	Report type - "R" = Record, "E" = Estimate. "Estimate" should only be used for interim records when it is known that final dose records will be provided at a later date.
4	EXP_TYPE	Character	1	Yes	Exposure type - "R" = Routine, "P" = PSE
5	BEG_DATE	Date	8	Yes	Begin monitoring date. "YYYYMMDD"
6	END_DATE	Date	8	Yes	End monitoring date. "YYYYMMDD"
7	DDE	Character	8	Yes	Deep Dose Equivalent in rem. Or "ND"=Not Detectable, or "NR"=Not Required to be reported. Do not use "0.000"
8	LDE	Character	8	Yes	Eye Dose Equivalent to the lens of the eye in rem. Or "ND"=Not Detectable, or "NR"=Not Required to be reported. Do not use "0.000"
9	SDE_WB	Character	8	Yes	Shallow Dose Equivalent to the Whole Body in rem. Or "ND"=Not Detectable, or "NR"=Not Required to be reported. Do not use "0.000"
10	SDE_ME	Character	8	Yes	Shallow Dose Equivalent to the maximally exposed extremity in rem. Or "ND"=Not Detectable, or "NR"=Not Required to be reported. Do not use "0.000"
11	SDE_UR	Character	8	Yes	Shallow Dose Equivalent to the upper right extremity in rem. Or "ND"=Not Detectable, or "NR"=Not Required to be reported. Do not use "0.000"
12	SDE_UL	Character	8	Yes	Shallow Dose Equivalent to the upper left extremity in rem. Or "ND"=Not Detectable, or "NR"=Not Required to be reported. Do not use "0.000"
13	SDE_LR	Character	8	Yes	Shallow Dose Equivalent to the lower right extremity in rem. Or "ND"=Not Detectable, or "NR"=Not Required to be reported. Do not use "0.000"
14	SDE_LL	Character	8	Yes	Shallow Dose Equivalent to the lower left extremity in rem. Or "ND"=Not Detectable, or "NR"=Not Required to be reported. Do not use "0.000"
15	DOSI_CODE	Character	2	No	Dosimetry Code

16	RAD_QUAL	Character	2	No	Radiation Quality
17	SERIES	Character	3	No	Series number
18	DDE_PHOTON	Character	8	No	DDE from photon
19	LDE_PHOTON	Character	8	No	LDE from photon
20	SDE_PHOTON	Character	8	No	SDE from photon
21	DDE_NEUT	Character	8	No	DDE from neutron
22	SDE_BETA	Character	8	No	SDE from beta
23	USE_TYPE	Character	6	No	Use type
24	NOTE_CODE	Character	2	No	Note code
25	LICENSE_NO	Character	13	No	NRC License number at the facility where dose was accrued.
26	OFFICE_ASG	Character	13	No	NRC Office assignment as of the date that the monitoring was performed.
27	MONITORING	Character	4	No	Monitoring year. "YYYY"

*Required fields are defined in Regulatory Guide 8.7. Fields not required were provided by the previous contractor. Blank spaces may be used in these fields.

Transmittal Letter

When submitting the data file, a transmittal letter should accompany it with the following information provided:

- NRC Region or Office
- File Name
- Date Created
- Operating system used
- Contact name and phone number
- Other instructions needed to process the records. Note any records that are corrections for prior monitoring periods.
- Signature and date for the processor's authorized representative

ATTACHMENT NO. 3

QUALITY ASSURANCE SURVEILLANCE PLAN

CONTRACT NO. DR-02-04-004

This Quality Assurance Surveillance Plan (QASP) has been developed pursuant to the requirements of FAR 37.602-2 for Contract No. DR-02-04-004. This plan sets forth procedures that will be used in evaluating the technical performance of the contractor.

A. Purpose of the QASP

1. The QASP is intended to accomplish the following:

   a. Define the roles and responsibilities of participating government officials;
   b. Define the types of work to be performed;
   c. Describe the evaluation methods that will be employed by the government in assessing the contractor's performance;
   d. Provide copies of the quality assurance monitoring forms that will be used by the government in documenting and evaluating the contractor's performance; and
   e. Describe the process of performance documentation.

2. The contractor has developed a Quality Assurance Plan (QAP) which sets forth procedures and responsibilities for controlling high quality work. The contractor has designated Ron McLendon to be responsible for implementation of the QAP.

B. Roles and Responsibilities of Government Officials

The following government officials will participate in assessing the quality of the contractor's performance. Their roles and responsibilities are described as follows:

1. Carolyn Boyle will serve as the NRC Project Officer (PO). Joseph DeCicco will serve as the NRC Technical Project Manager (TPM). The TPM will be responsible for monitoring, assessing, recording and reporting on the technical performance of the contractor in accordance with the "Performance Requirement Summary." The TPM will have primary responsibility for completing "Surveillance Monitoring Forms," which will be used to document the inspection and evaluation of the contractor's work performance.

2. Michael Turner will serve as the NRC Contract Specialist (CS) and has overall responsibility for overseeing the contractor's performance. The CS will also be responsible for the day-to-day monitoring of the contractor's performance in the area of contract compliance and contract administration; reviewing the TPM's assessment of the contractor's performance; and resolving all differences between the TPM's version and the contractor's version.

C. Types of Work Performed

The contractor shall provide individuals who require radiation monitoring with proper monitoring devices that record the occupational exposure received in the performance of their duty. The monitoring devices are to be provided by the contractor and returned to the contractor for processing and evaluation. Reports of these evaluations shall be generated by the contractor and sent to the appropriate Radiation Safety Officer in the headquarters and regional offices maintaining the radiation exposure records for the individual workers.

D. Methods of Surveillance

The TPM will perform direct verification with technical staff to ensure performance satisfaction.

E. Quality Assurance Forms and Report

1 The TPM will use the Surveillance Monitoring Form to document and evaluate the contractor's performance under the contract.

2. The TPM will judge each requirement in accordance with the performance standards and performance requirements stated in the Performance Requirements Summary (PRS).

3. The TPM will substantiate all requirements which the TPM judges to be indicative of "unacceptable" performance. Performance at the "acceptable" level is expected from the contractor and need not be substantiated.

4. The TPM, through the PO, will forward copies of all completed surveillance monitoring forms to the CO and contractor upon completion of the form. The contractor is required to respond in writing to any negative QA monitoring form(s) within 5 working days after receipt of the form.

F. Analysis of Surveillance Results

The CO will review each surveillance monitoring form prepared by the TPM. When appropriate, the CO may investigate the performance event further to determine if all the facts and circumstances surrounding the event were considered in the TPM's opinions outlined on the forms. The CO will discuss every event receiving a substandard rating with the contractor in order to determine if the performance standard was achieved, not achieved, or exceeded.

ATTACHMENT NO. 4

PERFORMANCE REQUIREMENT SUMMARY

NRC Personnel Radiation Monitoring Program
DR-02-04-004, Job Code J5492

Performance Requirement	Contract Paragraph	Performance Standard	QA Method	Maximum Incentive for Exceeding the AQL
Provide and deliver requested number and type of monitoring devices, with holders, to the addresses in Section E.1; provide, with each IMD shipment, a written invoice listing the serial number and assigned individual's name (if any) of each IMD in the shipment	D.1. D.4.	Monitoring devices shall be delivered 21 days before start of wear period	Random direct verification with appropriate RSO that requested number and type of monitoring devices, with holders, were received	Exceeding, or failure to meet, the standard will be considered when exercising Option Years
Each monitoring device shall be labeled with a unique serial number and the assigned wear period; assigned IMDs shall be labeled with the individual's name in addition to the serial number and assigned wear period	D.3.	Each individual assigned an IMD is issued a unique IMD (serial number) for each wear period	Direct verification with appropriate RSO that unique IMDs for each wear period were received	Exceeding, or failure to meet, the standard will be considered when exercising Option Years

Performance Requirement	Contract Paragraph	Performance Standard	QA Method	Maximum Incentive for Exceeding the AQL
Notify the appropriate RSO by telephone if an evaluation of an IMD exceeds Level I dose specifications; transmit written report by overnight mail	D.6.	Notify the appropriate RSO by telephone as soon as possible but not later than one (1) working day; transmit written report by overnight mail within one (1) working day of telephone notification	Direct verification with appropriate RSO after a Level I dose is exceeded	Failure to meet the standard will result in a 10% deduction of wear period costs
Notify the appropriate RSO and assign a physicist or other expert to conduct a comprehensive evaluation of the IMD if an evaluation exceeds any of the Level II doses or indicates gross contamination; transmit written report	D.6.	Notify the appropriate RSO as soon as possible but not later than one (1) working day and assign a physicist or other expert to conduct a comprehensive evaluation of the IMD; provide a written report within one (1) working day of telephone notification	Direct verification with appropriate RSO after a Level II dose is exceeded	Failure to meet the standard will result in a 10% deduction of wear period costs
Provide each RSO, and a copy to the NRC TPM, with a written report of the exposures of individuals in the RSO's office	D.7.	Within fifteen (15) days after receipt of the returned IMDs	Direct verification with appropriate RSO of the date the report is received by NRC	Exceeding, or failure to meet, the standard will be considered when exercising Option Years

5.

Performance Requirement	Contract Paragraph	Performance Standard	QA Method	Maximum Incentive for Exceeding the AQL
Provide each RSO, and a copy to the NRC TPM, with an electronic report of the same information transmitted to RSOs during the previous calendar quarter	D.7.	Within forty-five (45) days after the end of the calendar quarter	Direct verification with appropriate RSO of the date the report is received by NRC	Exceeding, or failure to meet, the standard will be considered when exercising Option Years
Provide emergency processing and evaluation; provide results by telephone to the appropriate RSO and a written confirmation	D.8.c.	Emergency processing within twenty-four (24) hours of receipt at the contractor's facility regardless of the time of day or day of the week; provide results immediately by telephone to the appropriate RSO and a written confirmation within one (1) week	Direct verification with appropriate RSO if an incident occurs requiring emergency processing and evaluation	Failure to meet the standard will result in a 10% deduction of wear period costs

ATTACHMENT NO. 5

SURVEILLANCE MONITORING FORM

NRC Personnel Radiation Monitoring Program
DR-02-04-004, Job Code J5492

Contract Requirement	Contract Paragraph	Method of Surveillance	Date Accomplished	Compliance
Provide and deliver requested number and type of monitoring devices, with holders, 21 days before start of wear period to the addresses in Section E.1; provide, with each IMD shipment, a written invoice listing the serial number and assigned individual's name (if any) of each IMD in the shipment	D.1. D.4.	Random direct verification with appropriate RSO that requested number and type of monitoring devices, with holders, were received		
Each monitoring device shall be labeled with a unique serial number and the assigned wear period; assigned IMDs shall be labeled with the individual's name in addition to the serial number and assigned wear period	D.3.	Direct verification with appropriate RSO that unique IMDs for each wear period were received		

Contract Requirement	Contract Paragraph	Method of Surveillance	Date Accomplished	Compliance
Notify the appropriate RSO by telephone as soon as possible but not later than one (1) working day if an evaluation of an IMD exceeds Level I dose specifications; transmit written report by overnight mail within one (1) working day of telephone notification	D.6.	Direct verification with appropriate RSO after a Level I dose is exceeded		
Notify the appropriate RSO and assign a physicist or other expert to conduct a comprehensive evaluation of the IMD, as soon as possible but not later than one (1) working day, if an evaluation exceeds any of the Level II doses or indicates gross contamination; provide a written report within one (1) working day of telephone notification	D.6.	Direct verification with appropriate RSO after a Level II dose is exceeded		
Provide each RSO, and a copy to the NRC TPM, with a written report of the exposures of individuals in the RSO's office within fifteen (15) days after receipt of the returned IMDs	D.7.	Direct verification with appropriate RSO of the date the report is received by NRC		

Contract Requirement	Contract Paragraph	Method of Surveillance	Date Accomplished	Compliance
Provide each RSO, and a copy to the NRC TPM, with an electronic report of the same information transmitted to RSOs during the previous calendar quarter within forty-five (45) days after the end of the calendar quarter	D.7.	Direct verification with appropriate RSO of the date the report is received by NRC		
Provide emergency processing and evaluation within twenty-four (24) hours of receipt at the contractor's facility regardless of the time of day or day of the week; provide results immediately by telephone to the appropriate RSO; provide written confirmation within one (1) week	D.8.c.	Direct verification with appropriate RSO if an incident occurs requiring emergency processing and evaluation		

ATTACHMENT NO. 6

3/22/04

NRC FORM 187 (1-2000) NRCMD 12

U.S. NUCLEAR REGULATORY COMMISSION

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

CONTRACT SECURITY AND/OR CLASSIFICATION REQUIREMENTS

COMPLETE CLASSIFIED ITEMS BY SEPARATE CORRESPONDENCE

1. CONTRACTOR NAME AND ADDRESS

TBD

Proxtronics, Inc.
7200 Fullerton Road
Suite 100
Springfield, VA 22150

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

02-04-004, JCN J5492

B. PROJECTED START DATE	C. PROJECTED COMPLETION DATE
03/18/2004	03/17/2009

2. TYPE OF SUBMISSION

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

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

A. DOES NOT APPLY	B. CONTRACT NUMBER	DATE
[ ]	DR-99-0149	03/10/2004

4. PROJECT TITLE AND OTHER IDENTIFYING INFORMATION

The "NRC Personnel Radiation Monitoring Program" will provide NRC employees who require radiation monitoring with proper monitoring devices that record the occupational exposure received in the performance of their duty. The monitoring devices are to be provided by the contractor and returned to the contractor for processing and evaluation. Reports of these evaluations will be generated by the contractor and sent to the appropriate NRC Radiation Safety Officer in the headquarters and regional offices maintaining the radiation exposure records for the individual workers.

5. PERFORMANCE WILL REQUIRE

A. ACCESS TO CLASSIFIED MATTER OR CLASSIFIED INFORMATION

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

	NOT APPLICABLE	NATIONAL SECURITY		RESTRICTED DATA	
		SECRET	CONFIDENTIAL	SECRET	CONFIDENTIAL
1. ACCESS TO FOREIGN INTELLIGENCE INFORMATION	[ ]	[ ]	[ ]	[ ]	[ ]
2. RECEIPT, STORAGE, OR OTHER SAFEGUARDING OF CLASSIFIED MATTER. (See 5.B.)	[ ]	[ ]	[ ]	[ ]	[ ]
3. GENERATION OF CLASSIFIED MATTER.	[ ]	[ ]	[ ]	[ ]	[ ]
4. ACCESS TO CRYPTOGRAPHIC MATERIAL OR OTHER CLASSIFIED COMSEC INFORMATION.	[ ]	[ ]	[ ]	[ ]	[ ]
5. ACCESS TO CLASSIFIED MATTER OR CLASSIFIED INFORMATION PROCESSED BY ANOTHER AGENCY.	[ ]	[ ]	[ ]	[ ]	[ ]
6. CLASSIFIED USE OF AN INFORMATION TECHNOLOGY PROCESSING SYSTEM.	[ ]	[ ]	[ ]	[ ]	[ ]
7. OTHER (Specify)	[ ]	[ ]	[ ]	[ ]	[ ]

B. IS FACILITY CLEARANCE REQUIRED? [ ] YES [x] NO

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

D. [ ] ACCESS IS REQUIRED TO UNCLASSIFIED SAFEGUARDS INFORMATION.

E. [x] ACCESS IS REQUIRED TO SENSITIVE IT SYSTEMS AND DATA.

F. [ ] UNESCORTED ACCESS TO NRC HEADQUARTERS BUILDING.

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

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

NAME AND TITLE	SIGNATURE	DATE
Joseph E. DeCicco, Acting Technical Project Manager NMSS/IMNS/MSIB	Joseph E. DeCicco	2/25/2004

7. CLASSIFICATION GUIDANCE

NATURE OF CLASSIFIED GUIDANCE IDENTIFICATION OF CLASSIFICATION GUIDES

NRC Management Directive 3.2, "Privacy Act"
NRC Management Directive 12.3, "Personnel Security Program"
NRC Management Directive 12.6, "Sensitive Unclassified Information Security Program"

The contractor will have responsibility for the preparation or approval of data for input into an NRC System of Records that does not necessarily involve personal access to the system but with relatively high risk for causing grave damage or realizing significant personal gain.

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

☑ AUTHORIZED CLASSIFIER (Name and Title)

Charles Cox
NMSS/IMNS/MSIB

☐ DIVISION OF FACILITIES AND SECURITY

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

☑ SPONSORING NRC OFFICE OR DIVISION (Item 10A)

☑ DIVISION OF FACILITIES AND SECURITY (Item 10B)

☑ DIVISION OF CONTRACTS AND PROPERTY MANAGEMENT

☑ CONTRACTOR (Item 1)

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

10. APPROVALS

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

NAME (Print or type)	SIGNATURE	DATE
A. DIRECTOR, OFFICE OR DIVISION Melvyn N. Leach, Director, PMDA/NMSS	for	2/25/04 AM
B. DIRECTOR, DIVISION OF FACILITIES AND SECURITY Thomas O. Martin, Director, DFS/ADM	T. O. Martin	3/22/04
C. DIRECTOR, DIVISION OF CONTRACTS AND PROPERTY MANAGEMENT (Not applicable to DOE agreements) Kathryn O. Greene, Director, DC/ADM	Kathryn O. Greene	3/22/04

REMARKS

ATTACHMENT NO. 7

BILLING INSTRUCTIONS FOR
FIXED PRICE CONTRACTS (October 2003)

General: The contractor is responsible during performance and through final payment of this contract for the accuracy and completeness of the data within the Central Contractor Registration (CCR) database, and for any liability resulting from the Government's reliance on inaccurate or incomplete CCR data. The contractor shall prepare vouchers or invoices as prescribed herein. FAILURE TO SUBMIT VOUCHERS/INVOICES IN ACCORDANCE WITH THESE INSTRUCTIONS WILL RESULT IN REJECTION OF THE VOUCHER/INVOICES AS IMPROPER.

Form: Claims shall be submitted on the payee's letterhead, voucher/invoices, or on the Government's Standard Form 1034, "Public Voucher for Purchases and Services Other than Personal," and Standard Form 1035, "Public Voucher for Purchases Other than Personal--Continuation Sheet." These forms are available from the U.S. Government Printing Office, 710 North Capitol Street, Washington, DC 20401.

Number of Copies: An original and three copies shall be submitted. Failure to submit all the required copies will result in rejection of the voucher/invoice as improper.

Designated Agency Billing Office: Vouchers/Invoices shall be submitted to the following address:

U.S. Nuclear Regulatory Commission
Division of Contracts - T-7-I-2
Washington, DC 20555-0001

A copy of any invoice which includes a purchase of property valued at the time of purchase at $5000 or more, shall additionally be sent to:

NRC Property Management Officer
Administrative Services Center
Mail Stop -O-2G-112
Washington, DC 20555-0001

HAND-DELIVERY OF VOUCHERS/INVOICES IS DISCOURAGED AND WILL NOT EXPEDITE PROCESSING BY THE NRC. However, should you choose to deliver vouchers/invoices by hand, including delivery by any express mail service or special delivery service which uses a courier or other person to deliver the vouchers/invoices in person to the NRC, such vouchers/invoices must be addressed to the above Designated Agency Billing Office and will only be accepted at the following location:

U.S. Nuclear Regulatory Commission
One White Flint North - Mail Room
11555 Rockville Pike
Rockville, MD 20852

HAND-CARRIED SUBMISSIONS WILL NOT BE ACCEPTED AT OTHER THAN THE ABOVE ADDRESS

Note that the official receipt date for hand-delivered vouchers/invoices will be the date it is received by the official agency billing office in the Division of Contracts.

Agency Payment Office: Payment will continue to be made by the office designated in the contract in Block 12 of the Standard Form 26 or Block 25 of the Standard Form 33, whichever is applicable.

Frequency: The contractor shall submit a voucher or invoice only after the NRC's final acceptance of services rendered or products delivered in performance of the contract unless otherwise specified in the contract.

Preparation and Itemization of the Voucher/Invoice: The voucher/invoice shall be prepared in ink or by typewriter (without strike-overs). Corrections or erasures must be initialed. To be considered a proper voucher/invoice, all of the following elements must be included:

1. Contractor's Data Universal Number (DUNS) or DUNS+4 number that identifies the contractor's name and address. The DUNS+4 number is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the contractor to identify alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.

2. Contract number.

3. Sequential voucher/invoice number.

4. Date of voucher/invoice.

5. Payee's name and address. Show the name of the Payee as it appears in the contract and its correct address. If the Payee assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Payee shall require as a condition of any such assignment, that the assignee shall register separately in the Central Contractor Registration (CCR) database at http://www.ccr.gov and shall be paid by EFT in accordance with the terms of this contract. See Federal Acquisition Regulation 52.232-33(g) Payment by Electronic Funds Transfer - Central Contractor Registration (October 2003).

6. Description of articles or services, quantity, unit price, and total amount.

7. For contractor acquired property list each item purchased costing $50,000 or more and having a life expectancy of more than 1 year and provide: (1) an item description, (2) manufacturer, (3) model number, (4) serial number, (5) acquisition cost, (6) date of purchase, and (7) a copy of the purchasing document.

8. Weight and zone of shipment, if shipped by parcel post.

9. Charges for freight or express shipments. Attach prepaid bill if shipped by freight or express.

10. Instructions to consignee to notify the Contracting Officer of receipt of shipment.

11. For Indefinite Delivery contracts or contracts under which progress payments are authorized, the final voucher/invoice shall be marked "FINAL VOUCHER" OR "FINAL INVOICE."

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

Supersession: These instructions supersede any previous billing instructions.

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