

AWARD/CONTRACT

1. THIS CONTRACT IS RATED ORDER UNDER DPAS (15 CFR 350)

RATING
N/A

PAGE OF PAGES
1

2. CONTRACT NO. (Proc. Inst. Ident.)
NRC-38-05-366

3. EFFECTIVE DATE
12-1-2004

4. REQUISITION/PURCHASE REQUEST/PROJECT NO.
HR-04-384
HR-05-366

5. ISSUED BY
CODE 3100
U.S. Nuclear Regulatory Commission
Div of Contracts
Two White Flint North - MS T-7-I-2
Washington, DC 20555

6. ADMINISTERED BY (If other than Item 5)
CODE 3100
U.S. Nuclear Regulatory Commission
Div of Contracts
Two White Flint North - MS T-7-I-2
Washington, DC 20555

7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code)
HUMMER WHOLE HEALTH MANAGEMENT
20600 CHAGRIN BLVD
SUITE 1000
CLEVELAND OH 441225334

8. DELIVERY
 FOB ORIGIN OTHER (See below)

9. DISCOUNT FOR PROMPT PAYMENT
net 30

10. SUBMIT INVOICES (4 copies unless otherwise specified)
ITEM 5
TO THE ADDRESS SHOWN IN:

11. SHIP TO/MARK FOR
CODE 606310902 FACILITY CODE
U.S. Nuclear Regulatory Commission
Office of Human Resources
Washington DC 20555

12. PAYMENT WILL BE MADE BY
CODE
U.S. Nuclear Regulatory Commission
Payment Team, Mail Stop T-9-H-4
Attn: (insert contract or order number)
Washington DC 20555

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

14. ACCOUNTING AND APPROPRIATION DATA
HR-05-366 31X0200 58415-5C3333 B8412 252A \$80,000
HR-05-366 31X0200 54015-5A2303 D2313 252A \$137,000

15A. ITEM NO	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	See Section B The small business subcontracting plan submitted on October 26, 2004 is hereby accepted and incorporated herein by reference. Section K as completed by the offeror is also incorporated herein by reference.				

15G. TOTAL AMOUNT OF CONTRACT \$2,17,000.00

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	C	DESCRIPTION/SPECS./WORK STATEMENT			J	LIST OF ATTACHMENTS	
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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

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

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

19A. NAME AND TITLE OF SIGNER (Type or print)
BRIDGET HARZULLO

20A. NAME OF CONTRACTING OFFICER
Stephen M. Pool

19B. NAME OF CONTRACTOR
BY *Bridget Harzullo*
(Signature of person authorized to sign)

19C. DATE SIGNED
11/29/04

20B. UNITED STATES OF AMERICA
BY *Stephen M. Pool*
(Signature of Contracting Officer)

20C. DATE SIGNED
11/29/04

STANDARD FORM 28 REV. (4-85)

TEMPLATE - ADM001

SLSP Review Complete

ADM002

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PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 SCHEDULE OF ESTIMATED COSTS AND PRICES

B.1.1 BASE YEAR 12/1/04 - 11/30/05

CLINs 1 thru 4 and corresponding outyear CLINs are cost-plus fixed fee CLINs and may be incrementally funded.

1. Onsite HQ health unit
 Estimated costs - \$602,947

2. Regional health est. costs
 a. Region 1 \$28,539
 b. Region 3 \$29,243
 c. Region 4 \$25,907
 d. NRC TTC \$16,940

3. Est. cost regional fitness centers
 a. Region 1 \$6,330
 b. Region 3 \$9,356
 c. Region 4 \$4,608
 d. NRC TTC \$1,747

4 - Resident fitness services
 including any administrative costs
 Estimated Cost \$12,480

5. Fixed Fee for CLINs 1 thru 4 \$59,347

	Qty	unit	U/P	AMT
6. HQ fitness services				\$274,500
Firm fixed price - See Consideration and Obligation clause for funding of this CLIN and corresponding outyear CLINs. (excl repair & replacement of equipment)				

7. Est. Cost repair, maintenance & replacement
 of equipment for HQ fitness center \$15,000

	Qty	unit	U/P	AMT
8*. Ergonomics - Labor hour plus travel basis as ordered				
a. Ergonomics specialist estimated labor				\$56,650
b. Ergonomics training Estimated labor				\$6,940
				AMT

9*. Health and safety

services - time-and-materials plus travel basis as ordered

- a. Air quality services
 - Estimated labor [REDACTED] \$10,010
- b. Asbestos/Lead and Environmental/industrial hygiene inspections est. labor [REDACTED] \$3,192
- c. Safety Inspections
 - estimated labor [REDACTED] \$6,790
- d. Training services in safety & health programs [REDACTED] \$6,336
- e. Estimated lab costs \$23,000
- & other related testing and inspections
- f. Est. travel cost for CLINs 8 & 9 \$6,435

* costs for contractor management oversight for CLINs 8 & 9 shall be included in the fixed unit price

B.1.2 OPTION YEAR ONE 12/1/05 - 11/30/06

10. Onsite HQ health unit
 Estimated costs - \$607,923

- 11. Regional health est. costs
 - a. Region 1 \$29,504
 - b. Region 3 \$30,230
 - c. Region 4 \$26,794
 - d. NRC TTC \$17,558

- 12. Est. cost regional fitness centers
 - a. Region 1 \$6,520
 - b. Region 3 \$9,636
 - c. Region 4 \$4,746
 - d. NRC TTC \$1,800

13. Resident fitness services including any administrative costs
 Estimated Cost \$12,854

14. Fixed Fee for CLINs 10 thru 13 \$66,145

	Qty	unit	U/P	AMT
15. HQ fitness services	[REDACTED]			\$284,568
Firm fixed price				
(excl repair & replacement of equipment)				

16. Est. Cost repair, maintenance & replacement of equipment for HQ fitness center \$ 15,450

	Qty	unit	U/P	AMT
17*. Ergonomics - Labor hour plus travel basis as ordered				
a. Ergonomics specialist				
estimated labor	[REDACTED]			\$58,300
b. Ergonomics training				

Estimated labor [REDACTED] \$7,140

	Qty	unit	U/P	AMT
18*. Health and safety services - time-and-materials plus travel basis as ordered				
a. Air quality services				
Estimated labor		[REDACTED]		\$10,410
b. Asbestos/Lead and Environmental/industrial hygiene inspections est. labor		[REDACTED]		\$3,304
c. Safety Inspections estimated labor		[REDACTED]		\$7,070
d. Training services in safety & health programs		[REDACTED]		\$6,592
e. Estimated lab costs & other related tests and inspections			\$23,690	
f. Est. travel cost for CLIN 17 & 18			\$6,628	

* costs for contractor management oversight for CLINs 17 & 18 shall be included in the fixed unit price

B.1.3 OPTION YEAR TWO 12/1/06 - 11/30/07

19. Onsite HQ health unit
 Estimated costs - \$631,100

20. Regional health est. costs

a. Region 1	\$30,504
b. Region 3	\$31,251
c. Region 4	\$27,711
d. NRC TTC	\$18,199

21. Est. cost regional fitness centers

a. Region 1	\$6,715
b. Region 3	\$9,925
c. Region 4	\$4,889
d. NRC TTC	\$1,854

22. Resident fitness services including any administrative costs
 Estimated Cost \$13,240

23. Fixed Fee for CLINs 19 thru 22 \$68,552

	Qty	unit	U/P	AMT
24. HQ fitness services Firm fixed price (excl repair & replacement of equipment)		[REDACTED]		\$295,006

25. Est. Cost repair, maintenance & replacement of equipment for HQ fitness center \$ 15,914

	Qty	unit	U/P	AMT
26*. Ergonomics - Labor hour plus travel basis as ordered				

- a. Ergonomics specialist
estimated labor [REDACTED] \$59,950
- b. Ergonomics training
Estimated labor [REDACTED] \$7,360

Qty unit U/P AMT

27*. Health and safety services - time-and-materials plus travel basis as ordered

- a. Air quality services
Estimated labor [REDACTED] \$10,800
- b. Asbestos/Lead and Environmental/industrial hygiene
inspections est. labor [REDACTED] \$3,416
- c. Safety Inspections
estimated labor [REDACTED] \$7,350
- d. Training services in
safety & health programs [REDACTED] \$6,784
- e. Estimated lab costs \$24,401
- & other related tests and inspections
- f. Est. travel cost for CLINs 26 & 27 \$6,827

* costs for contractor management oversight for CLINs 26 & 27 shall be included in the fixed unit price

B.1.4 OPTION YEAR THREE 12/1/07 - 11/30/08

28. Onsite HQ health unit
Estimated costs - \$655,170

- 29. Regional health est. costs
 - a. Region 1 \$31,537
 - b. Region 3 \$32,307
 - c. Region 4 \$28,661
 - d. NRC TTC \$18,863

- 30. Est. cost regional fitness centers
 - a. Region 1 \$6,917
 - b. Region 3 \$10,223
 - c. Region 4 \$5,035
 - d. NRC TTC \$1,909

31. Resident fitness services
including any administrative costs
Estimated Cost \$13,637

32. Fixed Fee for CLINs 28 thru 31 \$71,082

	Qty	unit	U/P	AMT
33. HQ fitness services	[REDACTED]	[REDACTED]	[REDACTED]	\$305,832
Firm fixed price				
(excl repair & replacement of equipment)				

34. Est. Cost repair, maintenance & replacement of equipment for HQ fitness center \$ 16,391

	Qty	unit	U/P	AMT
35*. Ergonomics - Labor hour plus travel basis as ordered				
a. Ergonomics specialist estimated labor				\$62,150
b. Ergonomics training Estimated labor				\$7,580

	Qty	unit	U/P	AMT
36*. Health and safety services - time-and-materials plus travel basis as ordered				
a. Air quality services Estimated labor				\$11,088
b. Asbestos/Lead and Environmental/industrial hygiene inspections est. labor				\$3,528
c. Safety Inspections estimated labor				\$7,560
d. Training services in safety & health programs				\$7,040
e. Estimated lab costs & other related testing and inspections			\$25,133	
f. Est. travel cost for CLIN 35 & 36			\$7,032	

* costs for contractor management oversight for CLINs 35 & 36 shall be included in the fixed unit price

B.1.5 OPTION YEAR FOUR 12/1/08 - 11/30/09

37. Onsite HQ health unit
 Estimated costs - \$680,168

38. Regional health est. costs

a. Region 1	\$32,607
b. Region 3	\$33,399
c. Region 4	\$29,644
d. NRC TTC	\$19,552

39. Est. cost regional fitness centers

a. Region 1	\$7,124
b. Region 3	\$10,530
c. Region 4	\$5,186
d. NRC TTC	\$1,966

40. Resident fitness services including any administrative costs
 Estimated Cost \$14,046

41. Fixed Fee for CLINs 37 thru 40 \$73,706

	Qty	unit	U/P	AMT
42. HQ fitness services Firm fixed price (excl repair & replacement of equipment)				\$317,052

43. Est. Cost repair, maintenance & replacement of equipment for HQ fitness center \$ 16,883

	Qty	unit	U/P	AMT
44*. Ergonomics - Labor hour plus travel basis as ordered				
a. Ergonomics specialist estimated labor				\$63,800
b. Ergonomics training Estimated labor				\$7,800

	Qty	unit	U/P	AMT
45*. Health and safety services - time-and-materials plus travel basis as ordered				
a. Air quality services Estimated labor				\$11,520
b. Asbestos/Lead and Environmental/industrial hygiene inspections est. labor				\$3,640
c. Safety Inspections estimated labor				\$7,840
d. Training services in safety & health programs				\$7,296
e. Estimated lab costs			\$25,887	
& other related tests and inspections				
f. Est. travel cost for CLIN 44 & 45			\$7,243	

* costs for contractor management oversight for CLINs 44 & 45 shall be included in the fixed unit price

B.2 MONETARY INCENTIVE FOR HQ FITNESS CENTER

The Contractor will receive incentive fee payments for membership recruitment in excess of 699 fitness center enrollees. When the membership at the NRC HQ fitness center reaches an incentive fee set forth below, a one time payment of the fee for that level will be made to the contractor upon submission of an invoice. If the membership subsequently declines and rises again exceeding the same incentive fee level, no further payment will be made for that fee level. The incentive fee amounts below shall be fixed for the entire life of the contract. Incentive fee payments shall be made according to the following schedule:

ITEM	FEE LEVEL	FEE
MEMBERSHIP ENROLLMENT		\$3,000
MEMBERSHIP ENROLLMENT		\$3,500
MEMBERSHIP ENROLLMENT		\$4,000

B.3 PROJECT TITLE

The title of this project is as follows:

Agency Wide Health and Fitness Services

**B.4 BRIEF DESCRIPTION OF WORK (MAR 1987)
ALTERNATE 1 (JUN 1988)****(a) Brief description of work:**

The Contractor shall provide services for operation of the NRC HQ health and fitness centers, operation of the agency-wide wellness program, operation of the agency-wide ergonomics program and operation of the agency-wide occupational health and safety program.

(b) Orders will be issued for regonomics and occupational health and safety work required by the NRC under this contract in accordance with 52.216-18 - Ordering. Only Contracting Officers of the NRC or other individuals specifically authorized under this contract may authorize the initiation of work under this contract. The provisions of this contract shall govern all orders issued hereunder.

B.5 CONSIDERATION AND OBLIGATION--MIXED CONTRACT TYPES

The contract contains mixed contract types, to include cost reimbursement, time and material and firm-fixed price Contract Line Items (CLINs). The contract will be incrementally funded. The Firm Fixed Price CLIN will be partially and incrementally funded with appropriated funds to the extent noted in B. 5(e).

The On-Site and Off-Site Health Services and Regional and Resident Fitness CLINs under this contract are of the cost-plus-fixed-fee completion type and subparagraphs (a) thru (d) below apply to those services (CLINS 1 thru 5).

(a) The total estimated cost to the Government for full performance of CLINs 1 thru 4 is \$797,444 of which the sum of \$738,097 represents the estimated reimbursable costs, and of which \$59,347 represents the fixed fee.

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

(c) The amount currently obligated by the Government with respect to CLINs 1 thru 5 is \$75,000, of which the sum of \$69,418 represents the estimated reimbursable costs,

and of which \$5582 represents the fixed fee.

(d) It is estimated that the amount currently allotted will cover performance through December 31, 2004.

The On-Site Fitness service CLIN 6 under this contract is of the firm fixed price contract type and subparagraph (e) applies to this CLIN.

CLIN 7 is cost reimbursement no fee for repair, maintenance and replacement of HQ fitness equipment (any fee for this CLIN should be included in the profit for CLIN 6).

(e) Limitation of Government's Obligation. The firm fixed price contract line items (CLIN) 6, 15, 24, 33, and 42 will be incrementally funded. For purposes of incremental funding these fixed price CLINs, the estimated total government's portion of the allotted appropriated fund amount for CLIN 6 and CLIN 15 is \$125,000 each year; for CLIN 24 the total estimated amount is \$130,000; for CLIN 33 the total estimated allotted amount is \$135,000; and for CLIN 42 the total estimated allotted amount is \$140,000. The NRC will not be obligated in any event to pay or otherwise reimburse the Contractor in excess of the amount allotted to the contract associated with the government's portion for these CLINs regardless of anything to the contrary in the contract. The NRC is not committed to funding nor shall it obligate funds under the resulting contract for the NRC employees' portion of membership fees or dues. Advance payments are not authorized for government's portion of membership fees or dues under this contract prior to employees' enrollment and initial use of the facility. \$137,000 is hereby obligated against CLINS 6 and 7 in this award document under job code D2313 and may be use only for payment against these CLINs in accordance with the SOW section on Financial Management.

(f) The estimated cost for CLIN 7 is \$15,000.

The Ergonomics and Occupational Safety and Health CLINs under this contract are of the requirements/time-and-materials contract type and subparagraph

(g) and (h) apply to CLINs 8 & 9. The subCLINs for lab fees and travel under this contract part will be cost-no-fee and are included in the ceiling amount below.

(g) The NOT-TO-EXCEED ceiling amount for ergonomics and occupational safety and health is \$119,353.

(h) The amount currently obligated by the Government for ergonomics and occupational safety and health is \$5000.

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

THE STATEMENT OF WORK

The Statement of Work for this acquisition is attached to this RFP in Section J.

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

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

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

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

NUMBER	TITLE	DATE
52.246-5	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) INSPECTION OF SERVICES--COST-REIMBURSEMENT applies to cost reimbursement CLINs	APR 1984
52.246-4	INSPECTION OF SERVICES--FIXED-PRICE applies to fixed price CLIN only	AUG 1996
52.246-6	INSPECTION--TIME-AND-MATERIALS AND LABOR-HOUR applies to T&M or LH CLINs only	MAY 2001

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

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

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

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

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

**F.2 DURATION OF CONTRACT PERIOD (MAR 1987)
ALTERNATE 4 (JUN 1988)**

The period of performance for this contract shall commence on December 1, 2004 and will expire on November 30, 2005. Any orders issued during this period shall be completed within the time specified in the order, unless otherwise specified herein. (See 52.216-18 - Ordering.) The term of this contract may be extended at the option of the Government for an additional 4 one-year option periods.

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

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

Name: Jon Lobe
Address: U.S.N.R.C.
Office of Human Resources
Mailstop T-3A2
Washington, DC 20555
Telephone Number: 301-415-7113

(b) Performance of the work under this contract is subject to the technical direction of the NRC project officer. The term "technical direction" is defined to include the following:

(1) Technical direction to the contractor which shifts work emphasis between areas of work or tasks, authorizes travel which was unanticipated in the Schedule (i.e., travel not contemplated in the Statement of Work (SOW) or changes to specific travel identified in the SOW), fills in details, or otherwise serves to accomplish the contractual SOW.

(2) Provide advice and guidance to the contractor in the preparation of drawings, specifications, or technical portions of the work description.

(3) Review and, where required by the contract, approval of technical reports, drawings, specifications, and technical information to be delivered by the contractor to the Government under the contract.

(c) Technical direction must be within the general statement of work stated in the contract. The project officer does not have the authority to and may not issue any technical direction which:

(1) Constitutes an assignment of work outside the general scope of the contract.

(2) Constitutes a change as defined in the "Changes" clause of this contract.

(3) In any way causes an increase or decrease in the total estimated contract cost, the fixed fee, if any, or the time required for contract performance.

(4) Changes any of the expressed terms, conditions, or specifications of the contract.

(5) Terminates the contract, settles any claim or dispute arising under the contract, or issues any unilateral directive whatever.

(d) All technical directions must be issued in writing by the project officer or must be confirmed by the project officer in writing within ten (10) working days after verbal issuance. A copy of the written direction must be furnished to the contracting officer. A copy of NRC Form 445, Request for Approval of Official Foreign Travel, which has received final approval from the NRC must be furnished to the contracting officer.

(e) The contractor shall proceed promptly with the performance of technical directions duly issued by the project officer in the manner prescribed by this clause and within the project officer's authority under the provisions of this clause.

(f) If, in the opinion of the contractor, any instruction or direction issued by the project officer is within one of the categories as defined in paragraph (c) of this section, the contractor may not proceed but shall notify the contracting officer in writing within five (5) working days after the receipt of any instruction or direction and shall request the contracting officer to modify the contract accordingly. Upon receiving the notification from the contractor, the contracting officer shall issue an appropriate contract modification or advise the contractor in writing that, in the contracting officer's opinion, the technical direction is within the scope of this article and does not constitute a change under the "Changes" clause.

(g) Any unauthorized commitment or direction issued by the project officer may result in an unnecessary delay in the contractor's performance and may even result in the contractor expending funds for unallowable costs under the contract.

(h) A failure of the parties to agree upon the nature of the instruction or direction or upon the contract action to be taken with respect thereto is subject to 52.233.1 . Disputes.

(i) In addition to providing technical direction as defined in paragraph (b) of the section, the project officer shall:

(1) Monitor the contractor's technical progress, including surveillance and assessment of performance, and recommend to the contracting officer changes in requirements. (2) Assist the contractor in the resolution of technical problems encountered during performance.

(3) Review all costs requested for reimbursement by the contractor and submit to the contracting officer recommendations for approval, disapproval, or suspension of payment for supplies and services required under this contract.

(4) Assist the contractor in obtaining the badges for the contractor personnel.

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

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

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

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

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

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

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

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

G.3 2052.216-71 INDIRECT COST RATES-ALTERNATE 2 (OCT 1999)

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

INDIRECT COST POOL	RATE	BASE	PERIOD
Fringe Benefits	[REDACTED]	DL costs	life of contract
G&A	[REDACTED]	DL + fringe	life of contract

(b) In the event that indirect rates developed by the cognizant audit activity on the basis of actual allowable costs result in a lower amount for indirect costs, the lower amount will be paid. The Government shall not be obligated to pay any additional amounts for indirect costs above the ceiling rates set forth above for the applicable period.

G.4 ALTERNATE NRC PROJECT OFFICER AND HQ FITNESS CENTER TECHNICAL MONITOR

Mr. August Spector will serve as NRC Project Officer in the absence of Mr Jon Lobe. His phone no. is 301-415-7080. Ms. Nancy Turner-Boyd will serve as the NRC Technical Monitor for the NRC HQ Fitness Center. Her phone is 301-415-6645.

contractual relationship which requires access to or operation of agency sensitive information technology systems or remote development and/or analysis of sensitive information technology systems or data or other access to such systems or data; access on a continuing basis (in excess of 30 days) to NRC Headquarters controlled buildings; or otherwise requires issuance of an NRC badge.

CANCELLATION OR TERMINATION OF IT ACCESS/REQUEST

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

H.4 2052.215-70 KEY PERSONNEL (JAN 1993)

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

[REDACTED]

[REDACTED]

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

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

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

(d) If the contracting officer determines that suitable and timely replacement of key personnel who have been reassigned, terminated, or have otherwise become unavailable for the contract work is not reasonably forthcoming, or that the resultant reduction of productive effort would be so substantial as to impair the successful completion of the contract or the service order, the contract may be terminated by the contracting

This Statement is for Information Only: It is not a Wage Determination.

Employee Class	Monetary Wage - Fringe Benefits
Registered Nurse I	[REDACTED]
Registered Nurse II	[REDACTED]

**I.8 INDEMNIFICATION AND MEDICAL LIABILITY INSURANCE
(FAR 52.237-7) (JAN 1997)**

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

* Amounts are listed below:

(b) An apparently successful offeror, upon request by the Contracting Officer, shall furnish prior to contract award evidence of its insurability concerning the medical liability insurance required by paragraph (a) of this clause.

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

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

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

SECTION H - SPECIAL CONTRACT REQUIREMENTS**H.1 2052.204.70 SECURITY (MAR 2004)**

(a) Contract Security and/or Classification Requirements (NRC Form 187). The policies, procedures, and criteria of the NRC Security Program, NRC Management Directive (MD) 12 (including MD 12.1, "NRC Facility Security Program;" MD 12.2, "NRC Classified Information Security Program;" MD 12.3, "NRC Personnel Security Program;" MD 12.4, "NRC Telecommunications Systems Security Program;" MD 12.5, "NRC Automated Information Systems Security Program;" and MD 12.6, "NRC Sensitive Unclassified Information Security Program"), apply to performance of this contract, subcontract or other activity. This MD is incorporated into this contract by reference as though fully set forth herein. The attached NRC Form 187 (See List of Attachments) furnishes the basis for providing security and classification requirements to prime contractors, subcontractors, or others (e.g., bidders) who have or may have an NRC contractual relationship that requires access to classified Restricted Data or National Security Information or matter, access to sensitive unclassified information (e.g., Safeguards), access to sensitive Information Technology (IT) systems or data, unescorted access to NRC controlled buildings/space, or unescorted access to protected and vital areas of nuclear power plants.

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

(c) In connection with the performance of the work under this contract, the contractor may be furnished, or may develop or acquire, safeguards information, or confidential or privileged technical, business, or financial information, including Commission plans, policies, reports, financial plans, internal data protected by the Privacy Act of 1974 (Pub. L. 93.579), or other information which has not been released to the public or has been determined by the Commission to be otherwise exempt from disclosure to the public. The contractor shall ensure that information protected from public disclosure is maintained as required by NRC regulations and policies, as cited in this contract or as otherwise provided by the NRC. The contractor will not directly or indirectly duplicate, disseminate, or disclose the information in whole or in part to any other person or organization except as may be necessary to perform the work under this contract. The contractor agrees to return the information to the Commission or otherwise dispose of it at the direction of the contracting officer. Failure to comply with this clause is grounds for termination of this contract.

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

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

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

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

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

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

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

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

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

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

H.2 BADGE REQUIREMENTS FOR UNESCORTED BUILDING ACCESS TO NRC FACILITIES (FEB 2004)

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

H.3 SECURITY REQUIREMENTS FOR INFORMATION TECHNOLOGY ACCESS APPROVAL (FEB 2004)

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

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

SECURITY REQUIREMENTS FOR LEVEL I

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

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

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

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

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

In accordance with NRCAR 2052.204.70 "Security," IT Level I contractors shall be subject to the attached NRC Form 187 (See Section J for List of Attachments) which furnishes the basis for providing security requirements to prime contractors, subcontractors or others (e.g., bidders) who have or may have an NRC contractual relationship which requires access to or operation of agency sensitive information technology systems or remote development and/or analysis of sensitive information technology systems or data or other access to such systems and data; access on a continuing basis (in excess of 30 days) to NRC Headquarters controlled buildings; or otherwise requires issuance of an NRC badge.

SECURITY REQUIREMENTS FOR LEVEL II

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

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

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

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

In accordance with NRCAR 2052.204.70 "Security," IT Level II contractors shall be subject to the attached NRC Form 187 (See Section J for List of Attachments) which furnishes the basis for providing security requirements to prime contractors, subcontractors or others (e.g. bidders) who have or may have an NRC

officer for default or for the convenience of the Government, as appropriate. If the contracting officer finds the contractor at fault for the condition, the contract price or fixed fee may be equitably adjusted downward to compensate the Government for any resultant delay, loss, or damage.

H.5 DETERMINATION OF MINIMUM WAGES AND FRINGE BENEFITS (NOV 1989)

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

H.6 GOVERNMENT FURNISHED EQUIPMENT/PROPERTY (JANUARY 2001)

(a) The NRC will provide the contractor with the following items for use under this contract:

See file separate attachments under Section J.

(b) The above listed equipment/property is hereby transferred from contract/agreement NRC-38-00-290.

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

(d) All other equipment/property required in performance of the contract shall be furnished by the Contractor.

H.7 SEAT BELTS

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

H.8 ANNUAL AND FINAL CONTRACTOR PERFORMANCE EVALUATIONS

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

The Contracting Officer will transmit the NRC Project Officer's annual and final contractor performance evaluations to the contractor's Project Manager, unless otherwise instructed by the contractor. The contractor will be permitted thirty days to review the document. The contractor may concur without comment, submit

additional information, or request a meeting to discuss the performance evaluation. The Contracting Officer may request the contractor's Project Manager to attend a meeting to discuss the performance evaluation.

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

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

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

H.9 APPROPRIATE USE OF GOVERNMENT FURNISHED INFORMATION TECHNOLOGY (IT) EQUIPMENT AND/ OR IT SERVICES/ ACCESS (MARCH 2002)

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

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

H.10 COMPLIANCE WITH U.S. IMMIGRATION LAWS AND REGULATIONS

NRC contractors are responsible to ensure that their alien personnel are not in violation of United States Immigration and Naturalization (INS) laws and regulations, including employment authorization documents and visa requirements. Each alien employee of the Contractor must be lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card Form 1-151 or must present other evidence from the Immigration and Naturalization Services that employment will not affect his/her immigration status. The INS Office of Business Liaison (OBL) provides information to contractors to help them understand the employment

eligibility verification process for non-US citizens. This information can be found on the INS website, <http://www.ins.usdoj.gov/graphics/services/employerinfo/index.htm#obl>.

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

(End of Clause)

H.11 SAFETY OF ON-SITE CONTRACTOR PERSONNEL

Ensuring the safety of occupants of Federal buildings is a responsibility shared by the professionals implementing our security and safety programs and the persons being protected. The NRC's Office of Administration (ADM) Division of Facilities and Security (DFS) has coordinated an Occupant Emergency Plan (OEP) for NRC Headquarters buildings with local authorities. The OEP has been approved by the Montgomery County Fire and Rescue Service. It is designed to improve building occupants' chances of survival, minimize damage to property, and promptly account for building occupants when necessary.

The contractor's Project Director shall ensure that all personnel working full time on-site at NRC Headquarters read the NRC's OEP, provided electronically on the NRC Intranet at <http://www.internal.nrc.gov/ADM/OEP.pdf>. The contractor's Project Director also shall emphasize to each staff member that they are to be familiar with and guided by the OEP, as well as by instructions given by emergency response personnel in situations which pose an immediate health or safety threat to building occupants.

The NRC Project Officer shall ensure that the contractor's Project Director has communicated the requirement for on-site contractor staff to follow the guidance in the OEP. The NRC Project Officer also will assist in accounting for on-site contract persons in the event of a major emergency (e.g., explosion occurs and casualties or injuries are suspected) during which a full evacuation will be required, including the assembly and accountability of occupants. The NRC DFS will conduct drills periodically to train occupants and assess these procedures.

H.12 NRC INFORMATION TECHNOLOGY SECURITY TRAINING (AUG 2003)

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

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

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

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

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

I.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

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

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.202-1	DEFINITIONS	JUL 2004
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL 1995
52.203-7	ANTI-KICKBACK PROCEDURES	JUL 1995
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN 2003
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG 2000
52.204-7	CENTRAL CONTRACTOR REGISTRATION (OCT 2003)	OCT 2003
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL 1995
52.215-2	AUDIT AND RECORDS--NEGOTIATION	JUN 1999
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT 1997
52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	OCT 1997
52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATIONS	OCT 1997
52.215-12	SUBCONTRACTOR COST OR PRICING DATA	OCT 1997
52.215-13	SUBCONTRACTOR COST OR PRICING DATA--MODIFICATIONS	OCT 1997
52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS (JAN 2004)	OCT 2004
52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR	OCT 1997

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	POSTRETIREMENT BENEFITS OTHER THAN PENSIONS (PRB)	
52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	OCT 1997
52.216-7	ALLOWABLE COST AND PAYMENT	DEC 2002
52.216-8	FIXED-FEE	MAR 1997
52.219-4	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (OCT 2004)	OCT 2004
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	MAY 2004
52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN ALTERNATE II (OCT 2001)	JAN 2002
52.219-16	LIQUIDATED DAMAGES-SMALL BUSINESS SUBCONTRACTING PLAN	JAN 1999
52.222-3	CONVICT LABOR	JUN 2003
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB 1999
52.222-26	EQUAL OPPORTUNITY	APR 2002
52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC 2001
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN 1998
52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC 2001
52.222-38	COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS	DEC 2001
52.222-41	SERVICE CONTRACT ACT OF 1965, AS AMENDED	MAY 1989
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW	AUG 2003
52.223-6	DRUG-FREE WORKPLACE	MAY 2001
52.224-1	PRIVACY ACT NOTIFICATION	APR 1984
52.224-2	PRIVACY ACT	APR 1984
52.225-5	TRADE AGREEMENTS	OCT 2004
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	DEC 2003
52.227-1	AUTHORIZATION AND CONSENT	JUL 1995
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG 1996
52.227-14	RIGHTS IN DATA--GENERAL	JUN 1987
52.228-7	INSURANCE--LIABILITY TO THIRD PERSONS	MAR 1996
52.230-2	COST ACCOUNTING STANDARDS	APR 1998
52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	NOV 1999
52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR 1984
52.232-17	INTEREST	JUN 1996
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.232-22	LIMITATION OF FUNDS	APR 1984
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.232-33	PAYMENT BY ELECTRONIC FUNDS--CENTRAL CONTRACTOR REGISTRATION	OCT 2003
52.232-25A	PROMPT PAYMENT	FEB 2002
	ALTERNATE I (FEB 2002)	
52.233-3	PROTEST AFTER AWARD	AUG 1996
	ALTERNATE I (JUN 1985)	
52.233-4	Applicable Law for Breach of Contract	OCT 2004

	Claim	
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	APR 1984
52.237-3	CONTINUITY OF SERVICES	JAN 1991
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR 1984
52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY 2001
52.242-4	CERTIFICATION OF FINAL INDIRECT COSTS	JAN 1997
52.242-13	BANKRUPTCY	JUL 1995
52.243-1	CHANGES--FIXED PRICE ALTERNATE I (APR 1984)	AUG 1987
52.243-2	CHANGES--COST REIMBURSEMENT ALTERNATE I (APR 1984)	AUG 1987
52.244-2	SUBCONTRACTS ALTERNATE II (AUG 1998)	AUG 1998
52.244-5	COMPETITION IN SUBCONTRACTING	DEC 1996
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS	JUL 2004
52.245-2	GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS)	MAY 2004
52.245-5	GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME AND MATERIALS, OR LABOR HOUR CONTRACTS)	MAY 2004
52.246-25	LIMITATION OF LIABILITY--SERVICES	FEB 1997
52.247-64	PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS	APR 2003
52.247-67	SUBMISSION OF COMMERCIAL TRANSPORTATION BILLS TO THE GENERAL SERVICES ADMINISTRATION FOR AUDIT	JUN 1997
52.248-1	VALUE ENGINEERING	FEB 2000
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	MAY 2004
52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR 1984
52.249-6	TERMINATION (COST-REIMBURSEMENT) (MAY 2004)	MAY 2004
52.249-14	EXCUSABLE DELAYS	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

**I.2 52.215-21 REQUIREMENTS FOR COST OR PRICING DATA
OR INFORMATION OTHER THAN COST OR PRICING DATA--
MODIFICATIONS (OCT 1997)**

(a) Exceptions from cost or pricing data. (1) In lieu of submitting cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.403-4 on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable--

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

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

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

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

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

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

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

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

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

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

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

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

I.3 52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the effective date through the expiration date.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

I.4 52.216-21 REQUIREMENTS (OCT 1995)

This clause applies to the CLINS 8, 9, 17, 18, 26, 27, 35, 36, 44 & 45 only

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after two months after contract expiration..

I.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 40 days of expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

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

I.6 52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed \$0 or the overtime premium is paid for work--

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

I.7 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

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

* Amounts from paragraph (a) above:

\$1,000,000/\$3,000,000 per speciality per occurrence.

1.9 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

Attachment Title
No.

1. Statement of Work
2. List of GFE for HQ Health & Fitness Centers
3. Equipment Calibration - Fitness Center - will fax upon request
4. Cleaning & Maintenance Schedule for - will fax upon request
Exercise Equipment
5. Billing Instruction for CR contracts
6. Billing Instructions for FFP contracts
7. Contract or Spending Plan
8. Wage determinations for HQ & four
regional locations and TTC - six separate files
9. NRC form 187 Contract Security Requirements

Agency-Wide Employee Wellness Program STATEMENT OF WORK

C.1 BACKGROUND

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

C.2 SCOPE OF WORK

The Contractor shall operate a comprehensive agency-wide employee wellness program for NRC's 3,000 employees, 2,100 of whom are at the Headquarters offices in Rockville, Maryland; 735 at the four regional offices (in King of Prussia (211), PA; Atlanta, GA(175)(ergonomics and occupational safety and health services only); Lisle, IL(189); and Arlington, TX(160); and 28 at the Technical Training Center (TTC) in Chattanooga, TN. In addition, there are 200 employees at various nuclear plant sites around the country. The wellness program includes the following components:

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

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

C.2.1 Operation of Headquarters Employee Health Center

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

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

(2) **Hours of Operation:** The NRC Employee Health Center shall be open Monday through Friday from 7:30 a.m. to 5:30 p.m., except Federal holidays or when the Office of Personnel Management (OPM) closes Government offices because of inclement weather, potentially hazardous conditions or other special circumstances.

(3) **Equipment Maintenance, Calibrations, Repairs and Replacements:** The Contractor must maintain, calibrate, and repair all medical equipment used in the NRC Employee Health Center. The Contractor shall make cost-effective recommendations for replacement and/or purchase of additional equipment and furniture, providing at least three (3) vendors and price lists.

(4) **Reporting Requirements:** The Contractor shall maintain records and submit reports as outlined in Section C.5.

C.2.2 Operation of Headquarters Fitness Center

The Contractor shall operate and manage the NRC Fitness Center in conformance with the standards outlined in this contract. The Fitness Center shall operate with the Employee Health Center, the Employee Assistance Program, and the Occupational Safety and Health Program, to give employees a complete health promotion and disease prevention strategy. The Contractor shall administer a physical fitness program with particular emphasis on employees requiring improvement from a medical standpoint. The Contractor shall provide guidance and assistance to program participants which includes monitoring and observing the participants during their exercise routines. The Contractor shall ensure that there is sufficient staff available to provide all the required services during the official hours of operation.

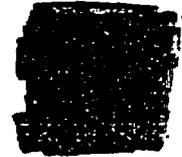
The Contractor's on-site staff will be located in the Two White Flint North (TWFN) Building, 11545 Rockville Pike, Rockville, Maryland 20852. The NRC employs approximately 2,100 employees at the Headquarters site, and approximately 600 are members of the Fitness Center. During all operations on Government premises, the Contractor must comply with the rules and regulations governing conduct of the personnel and operations of the facility.

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

- Aerobics Area
- Cardiovascular/Strength Equipment Area
- Free Weight Area
- Office
- Testing Room
- Reception Area
- Storage Area



Closets
Mechanical Room
Men's Locker Room
Women's Locker Room



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

(2) Hours of Operation: The Contractor must provide on-site personnel during the official hours of operation, 5:45 a.m. to 8:00 p.m., Monday through Friday, except Federal holidays or when Government offices are closed by the OPM because of inclement weather, potentially hazardous conditions, or other special circumstances. When NRC grants Government employees administrative leave during a workday, except in potentially hazardous conditions, the Contractor shall continue to provide all services required under the contract unless directed otherwise by the Contracting Officer or the Project Officer. The Contractor shall provide adequate qualified backup personnel so that the continuity of service will not be disrupted anytime during the official hours of operation.

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

The Contractor must monitor the locker rooms and shower facilities at least once every half-hour during non-peak hours to ensure that no one is in need of help. The Contractor must ensure that all users of the facility comply with the rules and regulations established by the NRC concerning the use of the facility and equipment. The Contractor is responsible for safeguarding all government property provided for the Contractor use. At the end of each work period, all government facilities, equipment, and materials shall be secured. The Contractor must operate under conditions that prevent waste of utilities and ensure that employees practice utilities conservation. Lights must be used only in areas where work is being done. The Contractor employees must not adjust mechanical equipment controls for heating, ventilation, and air conditioning systems.

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

(5) Equipment Maintenance, Calibrations, Repairs and Replacements: The Contractor must maintain all exercise equipment in a safe and operational manner. This includes responsibility for cleaning and preventive maintenance on all equipment in the fitness center in accordance with the schedule provided in Attachment No. 4, Cleaning and Maintenance Schedule for Exercise Equipment, and Attachment No. 5, Equipment Calibration. The Contractor must provide all necessary and reasonable repairs and replacements of equipment

to ensure that all equipment functions properly. The Contractor must make recommendations to the PO for any alternate equipment which he or she believes will enhance the operation of the center.

(6) Reporting Requirements: The Contractor must maintain records and submit reports as outlined in Section C.5.

(7) Funding - The NRC is not responsible nor liable for the NRC employees' portion of membership fees or dues. The NRC is not committed to funding nor shall it obligate funds under the resulting contract for the NRC employees' portion of membership fees or dues. Advance payments are not authorized for NRC's portion of membership fees or dues under this contract prior to employees' enrollment and initial use of facility.

C.2.3 Agency-wide Employee Wellness Program

Employee Health Maintenance and Disease Prevention Program

The following programs will be conducted for NRC Headquarters employees at the Employee Health Center in Rockville, Maryland. The Contractor must conduct programs for regional offices (but see below) and TTC employees either at their office location, when possible, or at a location within a fifteen minute drive from the employee's worksite. These services will also be available to residents at their corresponding regional office location. Currently, NRC employees at Region II in Atlanta receive these services under a separate agreement and, therefore, are not included for coverage under this Section.

(1) Primary Disease Prevention/Detection Program - All Employees

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

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

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

On-site health and wellness promotion workshops shall be for the sole purpose of informing and educating employees, not to promote or market contractor or vendor products or services. The Medical Director under this contract shall oversee and coordinate all health, fitness, and other wellness programs. The Contractor shall present for the approval of the PO the proposed topics, dates, times, and locations of proposed events, well before the event. Any questions regarding adherence to the terms of the contract for any event shall be presented to the PO for resolution.

(c) Biennial Physical Examination and Screening Program for All Employees Age 40 and Over:

The Contractor shall offer to all permanent employees age 40 and over a biennial complete screening physical examination (approximately 800 per year). The physical examination shall include family, past and current, medical history; weight, height, and blood pressure; blood chemistry (SMA-32 or better), including cholesterol and triglyceride levels; complete blood count including RBC, WBC, differential, hematocrit, hemoglobin, MCH, MCV, and MCHC; urinalysis with microscopy; thyroid assessment (free TA and TSH levels); tuberculin skin test and other skin tests, as indicated; tetanus immunization, if required; electrocardiogram; visual acuity test and tonometry; audiogram; spirometry, if indicated; and chest x-ray, if indicated. Female employees 40 years of age and older shall be offered a biennial breast examination, pelvic examination and Pap Smear; digital rectal examination; examination by and consultation with the physician. Male employees over 50 shall be offered once every two years a complete prostate cancer screening examination, including a Prostate Specific Antigen (PSA) blood test and a digital rectal examination; this PSA test will be done according to the guidelines and testing protocols defined by the Cancer Research Institute. Employees may be given additional tests or may be examined at more frequent intervals if medical findings, hazards in the work environment or other job-related conditions warrant such evaluation. The Contractor must make available, within 48 hours, a physician of the same sex as that of the employee, upon request by the employee.

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

(e) **Respirator Certification Examinations:** The Contractor shall evaluate the physical and mental ability of employees who are required to wear respirators in the performance of their duties. Pulmonary function testing (spirometry) is required. Within seven (7) calendar days after the Project Officer's request, the Contractor shall provide required certifications and/or complete and return the appropriate NRC forms.

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

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

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

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

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

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

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

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

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

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

(p) **Automatic External Defibrillator (AED) Program:** The Contractor shall develop, implement, and manage an AED Program at six (6) NRC sites. The program shall include AED training, oversight, event analysis, equipment purchase and maintenance. Currently NRC owns seven (7) AEDs, with one (1) at each regional office, one (1) at the TTC, and two (2) at Headquarters. NRC has plans for the purchase of at least three (3) additional AEDs.

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

(2) Additional Services to be Provided at the Headquarters Health Care Facility

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

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

(c) **Office of Worker's Compensation Program (OWCP):** At installations with an on-site health center, the Contractor shall act as the first point of contact for employees who present themselves with a job-related illness or injury. The Contractor will provide diagnosis and treatment within the capability of the facility; when treatment beyond the capabilities available

are required, employees will be referred to an appropriate physician or a physician of the employee's choice. The Contractor shall issue a CA-16, Request for Examination or Treatment, to authorize an employee to seek medical attention. The CA-16 will not be issued more than one (1) week after a traumatic injury has occurred. When a recommendation is made to seek further medical attention, the Contractor shall also issue a CA-17, Duty Status Report; CA-20, Attending Physician's Report; and CA-20a, Attending Physician's Supplemental Report, and a HCFA-1500.

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

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

Employee Fitness Program

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

(1) On-site Fitness Services

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

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

(c) Personalized Fitness Program: The Contractor shall conduct an individual meeting with each member to develop a personalized program or fitness prescription according to fitness screening results. The Contractor shall provide advice on how to warm up, stretch, cool down, record workouts, and use all equipment, including free weights, as part of a tailored program. Follow-up shall be available on an as-needed basis to update or revise a member's program.

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

(e) **Medical Clearance:** If the Contractor thinks that an employee should not use the fitness center because of health reasons, the employee will be required to seek a medical clearance in writing from his/her physician or the NRC Health Center physician. The Contractor shall tag files of employees with special health conditions and ensure that they follow the fitness regimens deemed medically appropriate for them.

(f) **Exercise Classes:** The Contractor shall provide employees a minimum of fifteen (15) aerobic exercise sessions weekly, all classes shall be a minimum of 45 minutes and maximum of 60 minutes. In addition, a minimum of five abdominal classes for 20 minutes shall be provided each week, as part of the basic membership package. Classes shall be scheduled equitably over the morning, lunchtime, and evening periods. The schedule of classes shall be coordinated with and approved by the PO.

(2) Regional and Resident Fitness Services

The Contractor will arrange for the participation of fitness services of interested Regional Office and TTC personnel, to the extent possible within a fifteen (15) minute drive of the duty location. Regional staff is located in four major locations and at approximately 75 remote sites in the United States. The facility for any locality may be suggested by NRC staff or recommended by the Contractor; however, the final choice of a facility and any changes in location, services, or cost must be approved by the Project Officer. Currently, NRC employees at Region II in Atlanta receive these services under separate agreement and, therefore, are not included for coverage under this Section.

At the four regional locations and at TTC, the Contractor will negotiate the best possible corporate agreement with the chosen facility and provide the name of the corporate contact, fitness services included, costs, and enrollment instructions to the Regional Office/TTC staff member designated by the PO. For the four regional locations and TTC, employees will sign an agreement with the designated fitness facility and pay his/her share of the monthly/annual dues and any processing fee and/or charges for upgrades in service chosen by the employee. The Contractor will then bill the NRC for the Government's share of dues, based on membership lists from the fitness facilities at the four regional locations and TTC, and on signed agreements with individual fitness centers provided by employees at the resident (remote) sites, copies of which will be included with the Contractor invoices. The billing cycle for each location will be agreed upon by the PO and the NRC will be invoiced based on the billing cycle; e.g., monthly or annual, agreed to at each location.

At the resident locations, interested employees may assist the Contractor in finding a fitness facility. The NRC will subsidize 50 percent (50%) of each employee's annual, individual membership dues not to exceed \$200.00 per employee. The employee will pay the fitness center directly and will be reimbursed for the subsidized share.

Fitness centers selected by the Contractor must be of sufficient size to enable employee members to get a complete strength and cardiovascular workout within a reasonable time, approximately 90 minutes. A variety of services must be available, including, but not limited to, physical fitness assessment, personalized fitness programs, and exercise classes scheduled to fit employees' work hours. Exercise equipment available for use by employees will include free weights, weight circuits such as Cybex, and cardiovascular equipment such as treadmills, bicycles, rowers, and steppers.

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

C.2.4 Agency-wide Occupational Safety and Health Program

The Contractor shall provide all technical and administrative personnel; i.e., Certified Industrial Hygienist/Certified Safety Professional, senior industrial hygienist/safety professional, industrial hygienist (IH)/safety professional, registered professional engineer (PE), environmental scientist, indoor air quality specialist, asbestos/lead inspector, IH technician, monitoring equipment and supplies, and general office supplies necessary to render the following occupational safety and health services:

(1) Technical Services: The Contractor shall provide technical services including, but not limited to consultation, analysis, assessment, and plan and specification review for a variety of efforts in industrial hygiene. The Contractor shall be skilled in servicing industrial, non-industrial, and office needs and be fully knowledgeable in the technical and operational requirements of a comprehensive industrial hygiene program. The Contractor shall provide proof of training, experience, and responsive industrial hygiene support for agencies and organizations serviced. The Contractor shall provide a professional industrial hygienist certified by the American Board of Industrial Hygiene when requested by the PO and/or other task order specified by the PO.

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

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

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

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

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

Noise,
 Vibration,
 Extremes of temperatures,

Pressure,
 Humidity,
 Indoor air quality,
 Ionizing radiation (x-rays, alpha, beta, and gamma rays),
 Non-ionizing radiation (ultra-violet, infrared, and microwave), and
 Radio frequency waves and lasers.

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

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

(7) Additional Contract Requirements and Submissions

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

(b) The Contractor shall provide within 24 hours or within two (2) hours in an emergency, an Industrial Hygienist (IH), Senior Industrial Hygienist (SIH), or Certified Industrial Hygienist (CIH). All proposed IHs shall have at least five (5) years experience in environmental activities (inspection of abatement, air monitoring projects, facility inspections, etc.). All CIHs shall have a university or college degree in a related field

(i.e., engineering, chemistry, physics, etc.) and by their special studies be proficient in recognizing potential health hazards in the work environment, be able to evaluate the magnitude of hazards relative to their ability to impair health, and prescribe methods to eliminate, control, or reduce hazards or alleviate their effects. All certified industrial hygienists performing services under this contract shall have a current certificate from the American Board of Industrial Hygiene (ABIH). A copy of the ABIH certification shall be submitted.

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

(d) Safety Specialists, including Certified Safety Professionals (CSP), shall have a degree in a related field and have at least three (3) years experience in conducting safety surveys.

(e) All sub-contractors shall meet the same requirements as the prime contractor.

(f) The Contractor shall perform an annual safety, health, and fire protection survey of all designated NRC buildings. These surveys shall be conducted by a CSP upon request.

(g) The Contractor shall have quality control programs that assure the quality of their work, including evaluation and training of personnel, auditing of data, etc.

(h) The Contractor shall, upon request, provide a copy of all forms that are proposed to be used under this contract. The NRC reserves the right to modify or provide supplemental forms to be used under this contract at no additional cost to NRC.

(i) The Contractor will be required to perform accident investigations, hazard analysis, training, and other related safety and health services as required by the PO.

(j) The Contractor shall be required to provide draft reports on all requested assignments under this contract. Draft reports shall be due within fifteen (15) working days after completion of the assigned task. Additionally, the Contractor will be required to provide two (2) bound and two (2) unbound final reports to the PO. Final reports are due within five (5) working days after the PO has approved the draft report.

(8) Special Requirements

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

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

C.2.5 Agency-wide Ergonomics Program

The Contractor will provide the NRC with a qualified ergonomics specialist(s) to perform ergonomics assessments, including video display terminal (VDT) and office workstation evaluations, at each major NRC location and at TTC (6). The specialist(s) may also be required to assist and/or perform ergonomics training for NRC employees. NRC estimates that approximately four hundred (400) evaluations, up to 200 for Headquarters and 50 for each region, and up to twelve (12) training sessions per year, four (4) in Headquarters and two (2) in each region, may be required.

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

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

Evaluations shall be performed and written reports, on the Contractor's letterhead, submitted within ten (10) working days from date of request. Reports shall be comprehensive and include the following: Employee's and supervisor's names and titles; office designation; description of employee's daily work activity; medical history and orthopedic history, if any; complete work station assessment; findings and postural behaviors, i.e., foot, knee, hip, back, shoulder, head, elbow and wrist positions; repetitive movements; any workstation adjustments made; information or education provided to employee; and recommendations for workstation modifications or equipment enhancements. Upon approval, the ASHM or his representative will transmit the report, via memorandum, to the employee's supervisor for appropriate action, if indicated. Copies of the report will be sent to the employee, the Health Center Medical Director and/or the Regional Personnel Officer, and the ergonomics specialist. The specialist shall be available to attend meetings to respond to inquiries regarding recommendations and to assist the ASHM, Health Center Medical Director, and/or appropriate management official in providing alternate solutions, as needed.

The specialist shall provide the PO a quarterly report on these assessments, which shall include the names of the employees, dates of the evaluations, and the responses of the employees. The specialist shall meet or communicate by telephone periodically with the PO or his representative to discuss cases and other ergonomic matters.

Following an ergonomic assessment and issuance of an ergonomics evaluation report, the Contractor will contact the employee by phone or email to arrange the time and date of a follow-up visit to the employee's workstation to review the installed equipment and modification made to determine if the changes are sufficient and correct and to demonstrate correct usage of the ergonomic modifications. The follow-up visit will be conducted between two and four weeks after the changes to the employee's workstation have been made. The Contractor will report to the PO the status of completion of changes and when the follow-up was completed. The follow-up will be considered part of the ergonomics evaluation.

The specialist shall provide the PO and the ASHM a quarterly report on these follow-up assessments, which shall include the names of the employees, dates of the evaluations, and the responses of the employees. The specialist shall meet or talk by telephone periodically with the PO or his representative to discuss cases and other ergonomic matters.

An ergonomics assessment at the same office location and for the same NRC employee, within a two (2) year period from an original assessment will be considered a secondary assessment. These assessments will include a review of previous assessments, reports, and recommendations, if any. Reports shall include employee concerns with workstations or their physical condition that initiated the request, location of the workstation assessed, supervisor's name, any adjustments made, additional recommendations for workstation modifications or equipment, and date and year of previous assessment. The reporting and approval requirements will remain the same as currently described herein.

C.3 GENERAL REQUIREMENTS

C.3.1 Project Officer Monitoring

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

C.3.2 Interaction With Other Agency Programs

The Contractor shall interact, through and/or with the knowledge of the PO, with other NRC Human Resources offices and organizations to meet their contractual requirements to provide a comprehensive, integrated employee wellness program.

C.3.3 Permits, Licenses and Insurance

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

C.3.4 Security

The Contractor shall assure that its personnel observe all requirements of NRC building security as set forth on the NRC Form 187 and in the corresponding security clauses of Section H of the RFP/Contract.

C.4 CONTRACTOR PERSONNEL

Key Personnel under this contract include the Medical Director and the Lead Nurse assigned to the Headquarters Employee Health Center and the Fitness Director and Associate Director assigned to the Fitness Center. They shall be full-time Contractor employees on the job within seven (7) days of award of this Contract. Full-time equates to working eighty (80) hours in a two-week pay period.

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

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

C.4.1 Headquarters Employee Health Center Personnel

Staffing Requirements: The Contractor must provide full medical coverage. Currently, the contract provides for one (1) full-time Medical Director/Physician, one (1) full-time Lead Nurse, one (1) full-time or two (2) part-time Staff Nurses, one (1) full-time Administrative Support staff person, and one (1) additional part-time Administrative Support staff person with administrative and database skills. The Contractor must provide backup personnel when contract personnel are absent due to leave or sickness. The Contractor must certify that personnel meet, at a minimum, the qualifications listed in Section C.4.

Medical Director/Staff Physician

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

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

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

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

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

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

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

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

Nursing Staff

The Contractor shall provide full-time nursing services. There shall be a registered nurse on duty, even when a doctor is not present during hours of operation.

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

Experience: Incumbent(s) shall have three (3) years professional nursing experience; two (2) years experience in an occupational medical program or emergency room experience; two (2) years experience in counseling employees; and two (2) years experience in conducting special medical programs or health education.

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

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

Incumbent(s) shall be able to use specified medical equipment, including positive-pressure oxygen equipment and resuscitators; knowledge of splint application; and ability to use an automatic external Defibrillator as necessary in emergency situations.

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

Administrative Support Staff

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

C.4.2 Headquarters Fitness Center Personnel

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

A full-time Director and Associate Director will be required, one (1) with duty hours of 5:45 a.m. to 2:15 p.m. and the other with duty hours of 11:30 a.m. to 8:00 p.m. Work hours shall include a thirty (30) minute break for lunch.

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

At least one (1) Director or Associate Director and one (1) staff person must be present during all periods of scheduled classes or times established as high usage periods. A Fitness Instructor (Aerobics, Yoga, etc.) may be considered in the determination of this staffing requirement. The high usage periods are expected to be in the mornings (6:00 a.m. to 7:30 a.m.), during lunchtime (11:00 a.m. to 1:30 p.m.), and in the afternoons and evenings (4:30 p.m. to 7:00 p.m.).

The Contractor must ensure that both the men's and women's facilities are regularly inspected for safety and to assure that emergency assistance can be easily provided to both men and women.

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

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

All aerobic instructors shall be certified through the International Dance and Exercise Association, the Aerobic and Fitness Association of America, the American College of Sports Medicine, or the Aerobics Institute. All certifications shall remain current throughout the life of the contract. The Contractor shall send the PO evidence of renewal of all such certifications. Failure to provide evidence of such renewals will result in NRC withholding payments to the Contractor, pending receipt of confirming evidence of required renewals. If the Contractor continues to fail to provide evidence of renewals, the Government may terminate the contract for default.

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

Fitness Center Director

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

Experience: Incumbents shall have at least one (1) year experience in management and supervision, and two (2) years experience in conducting fitness assessments, designing and implementing exercise programs, teaching exercise techniques, and organizing and operating fitness facilities.

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

Associate Director

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

Experience: Incumbents shall have at least six (6) months experience in management and supervision, and one (1) year experience in conducting fitness assessments, designing and implementing exercise programs, teaching exercise techniques, and organizing and operating fitness facilities.

Abilities: Incumbents shall demonstrate a clear understanding of all conditioning programs, including walking, running, aerobic dance, step training, flexibility, and strength training. The incumbents shall have a demonstrated ability to work effectively with staff, coordinate staff

scheduling, develop and teach programs, employ marketing tools, maintain a safe fitness facility, and provide preventive maintenance and repair of equipment.

Fitness Specialist

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

Experience: Incumbents shall have at least six (6) months experience in conducting fitness assessments, designing and implementing exercise programs, teaching exercise techniques, and organizing and operating fitness facilities.

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

Fitness Instructor

Education: Incumbents shall have a certification from the American College of Sports Medicine (ACSM), the American Council on Exercise (ACE), the Aerobic and Fitness Association of America (AFAA), the National Strength and Conditioning Association (NSCA) or similar certifying organization, with sports medicine management, and/or demonstrated evidence of knowledge of occupational health organization/fitness facility management at a minimum.

Experience: Incumbents shall have at least three (3) months experience in conducting fitness assessments and designing and implementing exercise programs, conducting aerobic movement classes, including aerobic, step, jazzercise, yoga, body sculpting or similar type classes.

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

Other Professional Personnel

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

C.5 RECORDS AND REPORTS

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

Health Center Records and Reporting Requirements

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

Confidentiality of Records: All medical records shall be considered confidential information and maintained in accordance with Privacy Act and other regulations governing the protection

of confidential information and NRC System of Records No. 43, Employee Medical Records. Recipients of medical services may direct that the medical results be sent to their personal physician. The Contractor shall comply with the recipient's wishes regarding the release of this medical information and shall obtain any required consent forms.

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

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

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

Fitness Center Records and Reporting Requirements

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

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

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

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

Financial Management

The Contractor shall maintain accounting records for billings to the NRC. The Contractor's records shall be made available for NRC to review and/or audit upon request.

The Contractor shall invoice the NRC monthly for Headquarters fitness services performed based on the firm fixed price. Each billing shall reflect the fixed price for the billing period and for the year to date. The invoice shall include the price for any incentive fee earned during the billing period. The Contractor shall invoice the NRC monthly for regional and resident fitness services actual costs incurred. Each billing shall reflect the cost for the billing period and for the year to date. Each invoice shall reflect membership fees collected during the billing period and for the year to date.

Actual monthly payments by the NRC to the Contractor shall occur only when the year-to-date price (HQ) or cost (region and resident) of services performed exceeds actual membership fees collected. Payment shall consist of the difference between the two amounts.

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

To facilitate the widest participation in the HQ fitness center, NRC HQ employees may authorize collection of fees by payroll deduction (provided not all allotments are used) to an interest-bearing account established by the Contractor at the Energy Federal Credit Union (EFCU), the NRC Fitness Center Account. Those employees who do not wish to use payroll deduction may pay annually, semiannually or quarterly by check. The Contractor shall be responsible for collecting, accounting for, and depositing all such collections into an established account at the EFCU, to be used solely to offset NRC payments. The Contractor shall provide copies of all credit union statements to the CO and PO, as statements are received by the EFCU. The Contractor shall maintain the account solely for NRC Fitness Center purposes and funds shall not be withdrawn without notifying the PO. The Contractor shall maintain accounting records to reflect income generated by membership fees and for billings to the NRC. The Contractor's records shall be made available for NRC to review and/or audit upon request.

Invoice Deductions: If, as a result of contractor employee absence, a scheduled physical conditioning class cannot be held, resulting damages equivalent to the value of services not delivered, i.e., an hour of employee's wage plus overhead, G&A and profit, shall be deducted from the Contractor's monthly payment. If the required number of fitness classes per week (20) are not conducted, a payment adjustment, equivalent to the value of services not

delivered, i.e., an hour of instructor's wage plus overhead, G&A and profit, shall be deducted from the invoice.

General Reporting Requirements

Technical Reports: The Contractor shall prepare technical reports on the work performed under this contract.

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