

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NO.		PAGE 1 OF 50	
2. CONTRACT NO. NRC-38-10-706		3. AWARD/EFFECTIVE DATE 06-01-2010		4. ORDER NO.		5. SOLICITATION NUMBER RS-38-10-706	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME		b. TELEPHONE NO. (No Collect Calls)		8. OFFER DUE DATE/LOCAL TIME	
9. ISSUED BY U.S. Nuclear Regulatory Commission Div. of Contracts Attn: Monique B. Williams Mail Stop: TWB-01-B10M Washington, DC 20555		CODE 3100		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: % FOR: <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS NAICS: 713940 SIZE STANDARD: 8(A)			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING N/A	
15. DELIVER TO U.S. Nuclear Regulatory Commission 11545 Rockville Pike Two White Flint North Rockville MD 20852		CODE		16. ADMINISTERED BY U.S. Nuclear Regulatory Commission Div. of Contracts Mail Stop: TWB-01-B10M Washington, DC 20555 CODE 3100			
17a. CONTRACTOR/OFFEROR CODE 969827187 FACILITY CODE		18a. PAYMENT WILL BE MADE BY Department of Interior / NBC NRCPayments@nbc.gov Attn: Fiscal Services Branch - D2770 7301 W. Mansfield Avenue Denver CO 80235-2230 CODE 3100		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>							
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<p>To provide a comprehensive, integrated fitness program for the employees of the U.S. Nuclear Regulatory Commission (NRC). The contractor shall provide all the services and Personnel necessary to operate a successful fitness program which includes operation of an NRC Headquarters Fitness Center in the NRC Headquarters complex and coordination of commercial fitness centers for off-site, regional and remote facilities.</p> <p>Total Award Price w/ Base Period and Four Option Periods: Base Year Price:\$331,277 Option Year 1: \$331,271 Option Year 2: \$335,342 Option Year 3: \$339,355 Option Year 4: \$343,443 TOTAL PRICE: \$1,680,687</p> <p>NRC Project Officer: Mr. Jon Lobe (301) 415-7113 Alternate Project Officer: Ms. Jeanne Dempsey (301) 492-2282 (Use Reverse and/or Attach Additional Sheets as Necessary)</p>						
25. ACCOUNTING AND APPROPRIATION DATA 0-8415-5C1-333, B8412, 252A, 31X0200 Obligate \$100,000.00 0-4015-5AA-303, D2313, 252A, 31X0200 Obligate \$179,000.00 Commitment No.: ADM10408; Total Obligation: \$279,000.00					26. TOTAL AWARD AMOUNT (For Govt. Use Only)		
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.					27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-6 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED.		
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 02 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED. DN: CN = Yvan Miklin, C = US, O = Aquila, OU = Office of the President Reason: I agree to the terms defined by the place and date of signature on this document Date: 2010.05.28 13:27:14 -04'00'					29. AWARD OF CONTRACT: REF. OFFER DATED YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:		
30a. SIGNATURE OF OFFEROR CONTRACTOR Yvan Miklin		31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) Sheila Bumpass		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Sheila Bumpass Contracting Officer		31c. DATE SIGNED 5/28/2010	

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PREVIOUS EDITION IS NOT USABLE

TEMPLATE - ADM001

SUNSI REVIEW COMPLETE

JUN 04 2010

STANDARD FORM 1449 (REV 3/2005)
Prescribed by GSA - FAR (48 CFR) 53.216

ADM001

Table of Contents

SECTION A	A-1
A.1 SF 1449 SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS	A-1
SECTION B - CONTINUATION BLOCK	B-3
B.1 PROJECT TITLE	3
B.2 BRIEF DESCRIPTION OF WORK (MAR 1987)	3
B.3 CONSIDERATION AND OBLIGATION—MIXED CONTRAT TYPES (JUN 1988)	4
B.4 PRICE/COST SCHEDULE	5
B.5 STATEMENT OF WORK	8
B.6 DELIVERY SCHEDULE	18
SECTION C - CONTRACT CLAUSES	C-20
C.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)	20
C.2 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (MAR 2009)	20
C.3 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (AUG 2009)	24
C.4 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)	29
C.5 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)	28
C.6 52.228-5 INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997)	28
C.7 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (SEPT 2007)	28
C.8 INDEMNIFICATION AND MEDICAL LIABILITY INSURANCE (FAR 52.237-7) (JAN 1997)	29
C.9 AUTHORITY TO USE GOVERNMENT PROVIDED SPACE AT NRC HEADQUARTERS (JUNE 2006)	30
C.10 PLACE OF INSPECTION AND ACCEPTANCE (MAR 1987)	29
C.11 PLACE OF DELIVERY—REPORTS (JUN 1988)	29
C.12 SECURITY REQUIREMENTS FOR BUILDING ACCESS APPROVAL (MAR 2006)	30
C.13 PLACE OF DELIVERY—EQUIPMENT (MAR 1987) ALTERNATE 1 (MAR 1987)	31
C.14 DURATION OF CONTRACT PERIOD (MAR 1987) ALTERNATE 2 (MAR 1987)	31
C.15 SECURITY REQUIREMENTS FOR BUILDING ACCESS APPROVAL (JUL 2007)	33
C.16 SECURITY REQUIREMENTS FOR INFORMATION TECHNOLOGY LEVEL I OR LEVEL II ACCESS APPROVAL (JULY 2007)	41
C.17 WHISTLEBLOWER PROTECTION FOR NRC CONTRACTOR AND SUBCONTRACTOR EMPLOYEES (JULY 2006)	34
C.17 AUTHORITY TO USE GOVERNMENT PROVIDED SPACE AT NRC HEADQUARTERS (JUNE 2006)	18
C.18 2052.204.70 SECURITY (MAR 2004)	35
C.19 2052.204-71 BADGE REQUIREMENTS FOR UNESCORTED BUILDING ACCESS TO NRC FACILITIES (MAR 2006)	36
C.20 DETERMINATION OF MINIMUMS WAGES AND FRINGE BENEFITS	37
C.21 KEY PERSONNEL (JAN 1993)	37
C.22 PROJECT OFFICER AUTHORITY ALTERNATE 2 (FEBRUARY 2004)	37
C.23 GOVERNMENT FURNISHED EQUIPMENT/PROPERTY (JAN2001)	41
C.24 ANNUAL AND FINAL CONTRACTOR PERFORMANCE EVALUATIONS	41
C.25 SAFETY ON-SITE CONTRACTOR PERSONNEL	42
C.26 TRAVEL APPROVALS AND REIMBURSEMENTS	42
C.27 SEAT BELTS	42
C.28 COMPLIANCE WITH U.S. IMMIGRATION LAWS AND REGULATIONS	42
C.29 PRIVACY ACT NOTIFICATION	43
C.30 PRIVACY ACT	43
C.31 CONTRACTOR RESPONSIBILITY FOR PROTECTING PII	43
SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS	D-45

SECTION B - CONTINUATION BLOCK

B.1 PROJECT TITLE

The title of this project is as follows: "Nuclear Regulatory Commission Employee Fitness Services Program."

B.2 BRIEF DESCRIPTION OF WORK (MAR 1987)

This contract will provide for agency-wide fitness services. The contractor will provide support for the Fitness Center presently located at the White Flint complex at the NRC Headquarters and will provide fitness services for all NRC employees through commercial facilities.

B.3 CONSIDERATION AND OBLIGATION—MIXED CONTRACT TYPES

- a. The contract contains mixed contract types, to include firm fixed price and cost reimbursement Contract Line Items (CLINs). The total price of this contract (ceiling) for the products/services ordered, delivered, and accepted under this contract is \$1,680,686 which covers the base period and option periods. The contract may be incrementally funded with appropriated funds to the extent noted in Section B.4.

The following line items in Section B.4 will be firm fixed price: 1) The Kick-Off Meeting; 2) Operation of Headquarters Fitness Services; 3) Promotional Plans; 4) Set-up for Off-Site Fitness Services; 5) Administration Costs for Off-Site Locations and Regions; and 6) Annual Administrative Costs for Remote Sites; and the following line items will be cost reimbursement: 1) repair, maintenance and replacement of Headquarters fitness equipment; 2) Travel; 3) membership costs for headquarters, regions and remote sites.

- b. The total price for the base period is \$331,277 (CLINs 001-015) of which \$247,780 is for the firm fixed price portion and \$83,497 is for the cost reimbursement portion.
- c. The amount currently obligated by the Government with respect to CLINS 001 – 015 is \$279,000. The firm fixed price portion is fully funded at the time of award for \$247,780 and \$31,220 is obligated for the cost reimbursement line items.

The contractor will be reimbursed for actual costs only and backup documentation/receipts must be submitted. The government will pay up to the amount specified in the Government Federal Travel Regulations (FTR) for travel destinations. Hotel reservations will be made by the contractor and will be reimbursed for actual costs only, with backup documentation/receipts attached to the invoice.

B.4 PRICE/COST SCHEDULE

BASE YEAR: 6/1/2010 - 5/31/2011

CLIN	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT/ PRICE	TOTAL PRICE
001	Kick-Off Meeting (Fixed Price)		LOT		\$
002	Operation of Hqtrs Area Fitness Ctr. (Fixed Price) - Task 1		months		\$ 2
003	Repair, maintenance and replacement of equipment for Headquarters Fitness Center (Cost Reimbursable)		LOT	\$	\$
004	Travel (Cost Reimbursement)		LOT	\$	\$
005	Promotional Plans (Quarterly) (Fixed Price) - Task 5		Each	\$	\$
CLIN	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT/ PRICE	TOTAL PRICE
006	Set-up Off-Site Fitness - Rockville/Bethesda and Regions (Task 2 and 3)		LOT	\$	\$
007	* NRC Headquarters - Off-Site Locations (Rockville/Bethesda)		LOT	\$	\$
	Fitness Membership Costs (Cost Reimbursement) - Task 2				
	REGIONS - Fitness Costs (Cost Reimbursable) - Task 3				
008	Region 1 - King of Prussia - Fitness Membership Costs		LOT	\$	\$
009	Region 2 - Atlanta, GA - Fitness Membership Costs		LOT	\$	\$
010	Region 3 - Lisle, IL - Fitness Membership Costs		LOT	\$	\$
011	Region 4 - Arlington, TX - Fitness Membership Costs		LOT	\$	\$
012	NRC TTC - Chattanooga, TN - Fitness Membership Costs,		LOT	\$	\$
013	Monthly Administrative Costs for Off-Site Locations and Regions		months	\$	\$
	REMOTE SITES - Task 4				
014	Remote Sites Fitness Costs for NRC (Cost Reimbursement)		LOT	\$	\$
015	Annual Administrative Costs for the Remote Sites		Year	\$	\$

TOTAL PRICE FOR BASE YEAR:

\$331,277

OPTION YEAR 1: 12 MONTH PERIOD OF PERFORMANCE

CLIN	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT/ PRICE	TOTAL PRICE
016	Operation of Hqtrs Area Fitness Center (Fixed Price) - Task 1		months	\$	\$
017	Repair, maintenance and replacement of equipment for Headquarters Fitness Center (Cost Reimbursable)		LOT	\$	\$
018	Travel (Cost Reimbursement)		LOT	\$	\$
019	Promotional Plans (Quarterly) (Fixed Price) - Task 5		Each	\$	\$
CLIN	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT/ PRICE	TOTAL PRICE
020	* NRC Headquarters - Off-Site Locations		LOT	\$	\$
	Fitness Membership Costs (Cost Reimbursement)				
	REGIONS - Fitness Costs (Cost Reimbursable) - Task 3				
021	Region 1 - King of Prussia - Fitness Membership Costs		LOT	\$	\$
022	Region 2 - Atlanta, GA - Fitness Membership Costs		LOT	\$	\$
023	Region 3 - Lisle, IL - Fitness Membership Costs		LOT	\$	\$
024	Region 4 - Arlington, TX - Fitness Membership Costs		LOT	\$	\$
025	NRC TTC - Chattanooga, TN - Fitness Membership Costs,		LOT	\$	\$
025	Monthly Administrative Costs for Off-Site Locations and Regions		months	\$	\$
	REMOTE SITES - Task 4				
026	Remote Sites Fitness Costs for NRC (Cost Reimbursement)		LOT	\$	\$
	Annual Administrative Costs for the Remote Sites 4		Year	\$ 1	\$

TOTAL PRICE FOR OPTION YEAR 1:

\$331,271

OPTION YEAR 2: 12 MONTHS PERIOD OF PERFORMANCE

CLIN	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT/ PRICE	TOTAL PRICE
016	Operation of Hqtrs Area Fitness Center (Fixed Price) - Task 1		months	\$	\$
017	Repair, maintenance and replacement of equipment for Headquarters Fitness Center (Cost Reimbursable)		LOT	\$	\$
018	Travel (Cost Reimbursement)		LOT	\$	\$
019	Promotional Plans (Quarterly) (Fixed Price) - Task 5		Each	\$	\$
CLIN	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT/ PRICE	TOTAL PRICE
020	* NRC Headquarters - Off-Site Locations Fitness Membership Costs (Cost Reimbursement) - Task 2 <u>REGIONS - Fitness Costs (Cost Reimbursable) - Task 3</u>		LOT	\$	\$
021	Region 1 - King of Prussia - Fitness Membership Costs		LOT	\$	\$
022	Region 2 - Atlanta, GA - Fitness Membership Costs		LOT	\$	\$
023	Region 3 - Lisle, IL - Fitness Membership Costs		LOT	\$	\$
024	Region 4 - Arlington, TX - Fitness Membership Costs		LOT	\$	\$
025	NRC TTC - Chattanooga, TN - Fitness Membership Costs,		LOT	\$	\$
026	Monthly Administrative Costs for Off-Site Locations and Regions <u>REMOTE SITES - Task 4</u>		months	\$	\$
027	Remote Sites Fitness Costs (Cost Reimbursement)		LOT	\$	\$
028	Annual Administrative Costs for the Remote Sites		Year	\$	\$

TOTAL PRICE FOR OPTION YEAR 2: \$ 335,342

OPTION YEAR 3: 12 MONTHS FROM PERIOD OF PERFORMANCE

CLIN	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT/ PRICE	TOTAL PRICE
029	Operation of Hqtrs Area Fitness Center (Fixed Price) - Task 1		months	\$	\$
030	Repair, maintenance and replacement of equipment for Headquarters Fitness Center (Cost Reimbursable)		LOT	\$	\$
031	Travel (Cost Reimbursement)		LOT	\$	\$
032	Promotional Plans (Quarterly) (Fixed Price) - Task 5		Each	\$	\$
CLIN	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT/ PRICE	TOTAL PRICE
033	* NRC Headquarters - Off-Site Locations Fitness Membership Costs (Cost Reimbursement) - Task 2 <u>REGIONS - Fitness Costs (Cost Reimbursable) - Task 3</u>		LOT	\$	\$
034	Region 1 - King of Prussia - Fitness Membership Costs		LOT	\$	\$
035	Region 2 - Atlanta, GA - Fitness Membership Costs		LOT	\$	\$
036	Region 3 - Lisle, IL - Fitness Membership Costs		LOT	\$	\$
037	Region 4 - Arlington, TX - Fitness Membership Costs		LOT	\$	\$
038	NRC TTC - Chattanooga, TN - Fitness Membership Costs,		LOT	\$	\$
039	Monthly Administrative Costs for Off-Site Locations and Regions <u>REMOTE SITES - Task 4</u>		months	\$	\$
040	Remote Sites Fitness Costs for NRC (Cost Reimbursement)		LOT	\$	\$
	Annual Administrative Costs for the Remote Sites 5		Year	\$	\$

TOTAL PRICE FOR OPTION YEAR 3: \$ 339,355

OPTION YEAR 4: 12 MONTH PERIOD OF PERFORMANCE

CLIN	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT/ PRICE	TOTAL PRICE
041	Operation of Hdqtrs Area Fitness Center (Fixed Price) -		months	\$	\$
042	Repair, maintenance and replacement of equipment for Headquarters Fitness Center (Cost Reimbursable)		LOT	\$	\$
043	Travel (Cost Reimbursement)		LOT	\$	\$
044	Promotional Plans (Quarterly) (Fixed Price) - Task 5		Each	\$ 1	\$
CLIN	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT/ PRICE	TOTAL PRICE
045	NRC Headquarters - Off-Site Locations Fitness Membership Costs (Cost Reimbursement) - Task 2 REGIONS - Fitness Costs (Cost Reimbursable) - Task 3		LOT	\$	\$
046	Region 1 - King of Prussia - Fitness Membership Costs		LOT	\$	\$
047	Region 2 - Atlanta, GA - Fitness Membership Costs		LOT	\$	\$
048	Region 3 - Lisle, IL - Fitness Membership Costs		LOT	\$	\$
049	Region 4 - Arlington, TX - Fitness Membership Costs		LOT	\$	\$
050	NRC TTC - Chattanooga, TN - Fitness Membership Costs,		LOT	\$	\$
051	Monthly Administrative Costs for Off-Site Locations and Regions REMOTE SITES - Task 4		months	\$	\$
052	Remote Sites Fitness Costs (Cost Reimbursement) Annual Administrative Costs for the Remote Sites		LOT Year	\$ \$	\$ \$

TOTAL PRICE FOR OPTION YEAR 4:

\$ 343,442

TOTAL PRICE FOR BASE PERIOD AND OPTION YEARS:

\$1,680,687.00

*Aquila's price includes FREE subscription to www.myeaquila.com for on-site and off-site employee access.

B.5 STATEMENT OF WORK TECHNICAL ASSISTANCE FOR THE NRC FITNESS PROGRAM

1.0 BACKGROUND AND SCOPE

This document outlines a comprehensive, integrated employee fitness program for employees of the Nuclear Regulatory Commission (NRC). The NRC, through its Office of Human Resources (HR), currently offers an employee fitness program for approximately 4,000 employees located at various worksites across the United States. The Fitness Program is one of the components of the current Wellness Contract which includes other components such as the operation of the Headquarters (HQ) on-site Health Center; the operation of the agency-wide Employee Wellness Program; the operation of the agency-wide Occupational Safety and Health Program; the operation of the Agency-wide Ergonomics Program; and the operation of the Automated External Defibrillator Program.

CONTRACT AND PROGRAM OBJECTIVES

Under 5 U.S.C. §7901, Federal agencies may establish and operate physical fitness programs and facilities designed to promote and maintain employee health. Fitness programs should be designed to improve or maintain an employee's cardiovascular endurance, muscular strength and endurance, flexibility, and body composition. The NRC has established a physical fitness program as an integral part of its employee health program. The objective of this contract is to provide a comprehensive, turnkey stand-alone employee fitness program for the NRC's approximately 4,000 employees that are located in the following areas: 3,000 employees at the NRC (HQ) facility at six buildings in or near Rockville, Maryland; 838 employees at the four regional offices (King of Prussia, PA (212), Atlanta, GA (257); Lisle, IL (198); and Arlington, TX (171); and 29 employees at the Technical Training Center (TTC) in Chattanooga, TN. In addition, there are approximately 223 employees at various nuclear plant sites around the country. The objective of the Fitness Program is to provide NRC employees a fitness strategy to enhance job performance and decrease absenteeism, as well as to prepare employees to best meet the physical requirements of specified positions.

SCOPE OF WORK

The Contractor shall provide all services and personnel necessary to operate a successful Fitness Program, which includes operation of an NRC Headquarters Fitness Center in the White Flint complex and making contractual arrangements with commercial fitness centers for other HQ off-site as well as regional locations. The Contractor shall administer and manage the Fitness Program, which includes managing the Headquarters Area Fitness Center facilities and staff; contracting with and coordinating operational issues that may arise between NRC and commercial fitness centers available in the community; responding to issues and maintaining compliance with applicable regulations, rules and policies; and providing efficient and effective liaison with the NRC Fitness Program Manager/Project Officer and Contracting Officer.

CONTRACTOR TASKS

2.1 TASK 1 - OPERATION OF HEADQUARTERS AREA FITNESS CENTER

The contractor shall operate and manage the NRC HQ Fitness Center in conformance with the standards outlined in this contract. The Fitness Center is an integral part of the agency's 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 program participants with guidance and assistance that 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 (White Flint). 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. Managers and staff at fitness centers selected by the Contractor will have appropriate professional certifications and be certified in basic first aid and CPR.

(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 Office of Personnel Management 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 NRC Project Officer or report the problem directly through the agency's automated FIXIT system.

The contractor must monitor the locker rooms and shower facilities at least once every half-hour. 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. The contractor employees must not adjust mechanical equipment controls for heating, ventilation, and air conditioning systems.

(4) **Government Furnished Equipment:** The Government will provide office space, computers with the appropriate software, monitors, printers, facsimile and copy machines, telephones with local service, office supplies, and file cabinets. In addition, televisions, a VCR system, and a music sound system will be provided to the contractor for use by the fitness center members. A list of Government-furnished fitness, aerobic, and assessment equipment and accessories are provided in Attachment 1.

(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 and frequent calibration of the equipment. 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 NRC PO for any alternate equipment which he or she believes will enhance the operation of the center.

(6) **Funding:** The Fitness Center is funded in part by membership fees which are deducted from members' pay (currently \$10.00/per bi-weekly pay period), and deposited in an account in the Energy

Federal Credit Union. Signatory authority for this account is jointly held by the NRC Project Officer and the contractor. 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. Members may terminate their membership for any reason within one-month of giving written notice, with no termination fee.

2.1.1 On-Site Fitness Services

The contractor shall operate a comprehensive employee fitness program as an element of the agency's overall health promotion and disease prevention strategy as outlined in 5 U.S.C. §7901 (www4.law.cornell.edu/usc/code/fi/usc_sec_05_j-000-.html).

(a) **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.

(b) **Physical Fitness Assessment:** Within 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 sub-maximal bicycle evaluation, low back flexibility, and abdominal strength test.

(c) **Follow-up Evaluations:** Within 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.

(d) **Personalized Fitness Program:** The contractor shall conduct an individual meeting with each member who requests 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.

(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 Contract Medical Director. 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 propose a variety of exercise classes designed to provide an individual with the maximum conditioning benefit. All classes shall be a minimum of 45 minutes and maximum of 60 minutes. Classes shall be scheduled equitably over the morning, lunchtime, and evening periods. The schedule of classes shall be coordinated with and approved by the NRC Project Officer, posted prominently within the Fitness Center, and e-mailed to members as changes occur.

Standard: The contractor shall have no more than five instances of complaints from NRC members within a 6-month period on the operation of the HQ Fitness Center regarding customer service from the fitness staff, or fitness class not held.

Method of Surveillance: The contractor will send out evaluation forms on a semi-annual basis to NRC members by e-mail to gather feedback on the operation. Additionally, the PO will spot-check and also accept anecdotal reports from members.

Invoice Deductions: The contractor shall be given an adverse performance evaluation which will become part of the contract file for non-compliance with the standard.

2.2 TASK 2 - OFF-SITE FITNESS (OFFICES IN THE ROCKVILLE/BETHESDA AREA)

The contractor shall negotiate arrangements with fitness center(s) for interested off-site HQ Area personnel to participate in fitness services, and to the extent possible, seek facilities within a ten (10) minute drive of their duty location, or within a five-minute walk. Off-Site HQ Area employees are currently located in facilities at 21 Church Street, Rockville, MD; 12300; Twinbrook Parkway, Rockville, MD; and 7201 Wisconsin Avenue, Bethesda, MD. The contract facility may be one suggested by NRC staff or recommended by the contractor. The final choice of a facility and any changes in location, services, or cost must be approved by the Project Officer.

The contractor will obtain proposals (technical and cost) from at least three vendors and make a recommendation to the NRC Project Officer and NRC Contracting Officer for approval. The contractor must negotiate the best possible corporate agreement with the chosen fitness center(s) and the NRC Project Officer will provide the name of the corporate contact, the fitness services included, price, and enrollment instructions to the PO. Employees will sign an agreement with the designated fitness facility and pay his/her share of the monthly/annual dues through a payroll deduction of \$10.00/per biweekly pay period. The contractor will then bill the NRC for the Government's share of dues, based on membership lists from the fitness facilities. Any processing fee and/or charges for service will be paid by the Agency. 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 annually, agreed to at each location. NRC Members must have the right to terminate their membership for any reason within one-month of giving written notice, with no termination fee.

The fitness center can be private, shared with other nearby Federal agencies as a multi-agency operated fitness facility, or arranged with community centers or universities.

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 60 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.

Managers and staff at fitness centers selected by the Contractor will have appropriate professional certifications and be certified in basic first aid and CPR.

Standard: The contractor shall provide off-site fitness facilities within 3 months of award of this contract.

Method of Surveillance: The PO will approve the proposal, report, and recommendation, which must be submitted to the NRC PO and NRC CO for review.

Invoice Deductions: If the contractor does not provide for off-site fitness for employees within the agreed upon date, 2% will be deducted from this CLIN in the Price Schedule.

TASK 3 - ADMINISTRATION OF OFF-SITE FITNESS - REGIONAL

The contractor shall arrange for fitness services for interested personnel that are located at the Regional Office and Technical Training Center (TTC). The fitness center, to the extent possible, must be within a 15 minute drive of the duty location. Regional staff are located in four major locations: King of Prussia, PA, Atlanta, GA, Lisle, IL, Arlington, TX, and the TTC in Chattanooga, TN. 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 PO. The estimated number of employees at the regions that utilize the fitness facility is the following:

Region I – King of Prussia, PA employees
Region II – Atlanta, GA employees
Region III – Lisle, IL employees
Region IV – Arlington, TX employees
Chattanooga, TN – Technical employees
Training Center
Headquarters Offsite employees

At the four regional locations and at the TTC, the contractor will issue a Request for Proposal to at least three vendors and request technical and cost proposals for the review and approval by the NRC Project Officer and NRC Contracting Officer. Then once reviewed and approved, the contractor must negotiate the best possible corporate agreement with the chosen facility. The NRC PO will provide the names of the corporate contact, fitness services included, price, 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 will be responsible for paying his/her share of the monthly/annual dues and any processing fees and/or charges for upgrades in service chosen by the employee. The contractor will handle all administrative duties for the billing which consists invoicing the NRC for the Government's share of dues, based on active memberships. 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 annually, agreed to at each location. The termination agreements will be based on the individual fitness center policy.

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 60 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.

Managers and staff at fitness centers selected by the Contractor will have appropriate professional certifications and be certified in basic first aid and Cardiopulmonary resuscitation (CPR).

Standard: The contractor shall provide off-site fitness facilities within 3 months of award of this contract.

Method of Surveillance: The PO will approve the vendor's proposal, recommendation report, and recommendation, which must be submitted to the NRC PO and NRC CO for review within the agreed upon delivery schedule.

Invoice Deductions: If the contractor does not provide off-site fitness services within the time specified in the delivery schedule, 2% will be deducted from this line item in the price schedule for that given month.

2.4 TASK 4 – ADMINISTRATION OF OFF-SITE FITNESS – (For NRC Employees Stationed at Nuclear Plant Sites)

The NRC Fitness contract provides a subsidy for fitness facility membership to interested employees who are stationed at remote locations. This includes approximately 75 separate, remote sites throughout the United States. Please refer to the following web site which lists the current locations of operating nuclear reactors (sites): <http://www.nrc.gov/info-finder/reactor/>.

NRC Employees may join a commercial fitness facility of their choice and the NRC will subsidize 50 percent of their annual membership dues, not to exceed \$200.00 per contract year, and excluding any processing fee and/or costs associated with service upgrades. The employees will be reimbursed directly by the NRC Fitness Program contractor, once the employee provides proof of membership, proof of payment of dues, and a completed reimbursement form.

Standard: The contractor shall provide an accounting and reimbursement service for NRC employees stationed at nuclear plant sites within one (2) months of award of this contract.

Method of Surveillance: The Project Officer will approve the proposal, report, and recommendation, which must be submitted to the NRC Project Officer and NRC Contracting Officer for review.

Invoice Deductions: The contractor shall be given an adverse performance evaluation which will become part of the contract file for non-compliance with the standard.

3.0 CANCELLATION OR TERMINATION OF MEMBERSHIP

NRC employees that are members of the NRC Headquarters fitness center may terminate their membership for any reason within a 1-month period after giving written notice, with no termination fee. However, employees stationed at the nuclear plant sites and off-site (regional) will have to comply with the commercial fitness centers policy.

3.1 DETAILS AND ROTATIONAL ASSIGNMENTS

If an employee is a participant in the remote site fitness program and is detailed to HQ, the employee will be eligible to use the HQ Fitness Center at no charge by showing proof of local fitness facility membership. If an employee is detailed to a Regional Office or to another remote site, there is no such accommodation; however, some fitness facilities offer daily memberships.

3.2 CONTRACTOR RESPONSIBILITIES

The contractor is responsible for the following:

- The contractor and contractor employees shall conduct only business covered by this contract during periods paid for by the NRC, and shall not conduct any other business on NRC premises.
- Federal regulations prohibit the use of any controlled substances and alcoholic beverages while contractor employees are working on Federal property or in Federal installations. All contractor personnel shall be made aware of these requirements prior to placement, and shall sign a statement to that effect.
- All personnel serving under this Contract are employees or affiliates of the contractor. Validation of qualifications to perform services described herein is the responsibility of the contractor.
- Contractor personnel are expected to conduct themselves in a professional and courteous manner at all times. Any personnel impaired by substance abuse or who uses violent/profane language, or conducts themselves otherwise in a manner construed to be threatening to themselves, others or Federal property, shall not be allowed to perform under this contract.
- If unusual behavior and a condition threatening to the orderly conduct of business occur during the course of an assignment, the contractor shall be responsible for removing the individual from the facility and taking such other action as is appropriate.
- Personnel assigned to work on-site under this Contract are required to obtain a security clearance acceptable to the NRC prior to starting work on this requirement.

- All on-site personnel and contractor affiliate personnel (except Administrative Support Staff) must be certified by a nationally recognized fitness organization and must meet specific professional qualifications as listed in their job descriptions.
- The Fitness Program Manager/Project Office may request contractor management staff to interface directly with Regional staff for administrative or training purposes. Any administrative travel by contractor management staff is subject to prior approval by the PO. If approved, reimbursement shall be on an actual cost basis in accordance with Federal Travel Regulations.
- Contractor management shall coordinate with the Program Manager to address administrative issues.
- Trainers conducting promotional plans must have previous experience providing training of various topics to large or small groups of people from diverse cultures.
- The contractor must endeavor to provide a stable staff with low turnover; and shall maintain a list of qualified replacement personnel to cover employees' leave or replacement.
- Replacements that are hired to cover planned leave periods for identified Key Personnel must meet the same employment and security criteria and are subject to the same reviews as Key Personnel.
- Contractor shall prepare work schedules for Contractor employees and supervise and control the method by which the Contractor employees perform the service. The Contractor shall define the specific duties of individual Contractor employees.
- After they locate a fitness facility in their area and negotiate an agreement based on a basic individual membership, Remote Employees will complete a Fitness Center Registration and Reimbursement Form and send it, along with a copy of their contract with the fitness facility, to contractor. The contractor will keep their registration package on file, pending receipt of their reimbursement request.

Reimbursement Procedure: The Remote Employee will send their forms and proof of payment (copy of canceled check, credit card receipt, or credit card statement) to the contractor. The contractor will then verify the employee's employment status with the NRC and issue reimbursement. A copy of the agreement with the fitness facility must be on file to receive reimbursement.

4.0 TASK 5 - PROMOTIONAL PLAN

The contractor will be responsible for developing at least one fitness campaign on a quarterly basis throughout the contract, with prior approval from the Project Officer before initiating them. As a part of these campaigns the contractor will procure promotional items to be used as incentives. The contractor will assess community needs and prioritize promotion of fitness activities/programs. The contractor shall create a marketing plan to address the communication priorities of fitness.

Standard: Contractor shall provide a promotional plan to the Project Officer within one month of award of this contract, and annually thereafter.

Method of Surveillance: Upon acceptance and approval of the Promotional Plan by the NRC Project Officer.

Invoice Deductions: The contractor shall be given an adverse performance evaluation which will become part of the contract file for non-compliance with the standard.

PERMITS, LICENCES, CERTIFICATIONS, 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 start of contract, the contractor must send the 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.

PERSONNEL SECURITY CLEARANCES

The contractor shall assure that all personnel working under this contract have the requisite security clearances needed to have access to NRC buildings. The contractor shall further 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 the RFP/Contract. Personnel permanently working on-site in NRC facilities need an IT-II Clearance so that they may have access to the agency's computer system. Other personnel who may only occasionally visit on-site will require clearance for building access only.

TRAVEL

Occasional travel may be requested of personnel assigned to this contract for the purposes of quality control and of evaluating a fitness center for its inclusion in the Remote Fitness Program.

CONTRACTOR PERSONNEL

Key Personnel under this contract include the Fitness Director and the Associate Fitness Director assigned to the HQ Area Fitness Center. These individuals must be full-time contractor employees on the job within 7 days of award of this Contract. Full-time equates to working 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 of 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.

5.0 HEADQUARTERS AREA FITNESS PERSONNEL (KEY PERSONNEL)

Staffing Requirements: The contractor must provide a minimum of one full-time Director, one full-time Associate Director, one full-time Fitness Specialist, one full-time Fitness Instructor/Receptionist, and one part-time Administrative Support Staff. 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 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 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 (except Administrative Support Staff) 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. All contractor employees except the Administrative Support Staff, 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. If the contractor continues to fail to provide evidence of renewals, the Government may terminate the contract for default.

At least one 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.

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. 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.

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

Abilities: Candidates 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. Incumbents shall have a certification from the ACSM, the ACE, the AFAA, the NSCA or similar certifying organization, with sports medicine management.

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

Abilities: Candidates 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. Incumbents shall have a certification from the ACSM, the ACE, the AFAA, the NSCA or similar certifying organization, with sports medicine management.

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

Abilities: Candidates 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: Candidates shall have a certification from the ACSM, the ACE, AFAA, the NSCA or similar certifying organization, with sports medicine management.

Experience: Candidates shall have at least 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: Candidates 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 along with a solid background in such areas as kinesiology, physiology, biomechanics, and injury prevention.

Administrative Support Staff (Part-Time)

Education: Candidates shall have a high school diploma or equivalent.

Experience: Candidates shall have least 2-years experience as a secretary.

Abilities: Candidates shall be capable of tracking and organizing membership data using database skills on a personal computer, be familiar with and able to interface with commercial fitness center staff regarding

membership coordination, be familiar with filing procedures, be able to arrange for backup personnel when contract personnel are absent due to leave or sickness, and possess interpersonal skills for effectively interacting with all levels of NRC employees.

FITNESS RECORDS

All fitness records shall be kept in the HQ Area Fitness Center, and shall be subject to Privacy Act Requirements.

STANDARDS OF PERFORMANCE

In as much as the contractor will be interacting with agency personnel on a daily basis, the staff shall conduct themselves in a professional manner consistent with professional standards.

6.0 OTHER PROFESSIONAL PERSONNEL (OPTIONAL TASK)

The Government may request the contractor to provide the services of other fitness professionals in support of the NRC Fitness Program.

B.6 DELIVERY SCHEDULE

DELIVERABLES/REPORTS

Monthly Work Achievement Report: The contractor shall provide a monthly report to the NRC CO and the PO, on the fifth day of each month, which provides the following information:

- (1) New membership enrollment and fees collected;
- (2) Number of members for the previous month
- (3) Membership totals to date/daily usage/peak hours of usage;
- (4) Classes/sessions/programs offered and number of attendees;
- (5) Equipment repair, cleaning, calibration, and maintenance activities completed;
- (6) Other significant accomplishments during period; and
- (7) Significant events of interest to medical management personnel.

Quarterly Reports: The contractor will submit a quarterly report to the PO to delineate activities accomplished in Regional and Remote Fitness. Another report will show all fitness promotional programs that have been accomplished during that quarter.

Bi-annual Report: The contractor shall provide, for review by the PO, a bi-annual report on program evaluation, staff training, and any revisions to the Operations Manual; and a bi-annual 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.

Promotional Plan and Report: The contractor shall provide a Promotional Plan within one month of award of this contract, and annually thereafter and provide updates due by the tenth business day of each quarter that includes timelines and progress in achieving marketing goals and objectives.

The contractor will perform a quarterly review to demonstrate that population needs and priorities have been established and that fitness promotion programs have been coordinated.

Evaluation Reports: The contractor shall develop an evaluation form to be distributed by e-mail on a semi-annual basis to NRC members to gather feedback on the operation of the HQ Fitness Center. The form must be pre-approved by the NRC PO.

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 HQ 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 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.

The 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 fitness program, NRC HQ area employees may authorize collection of fees by payroll deduction 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.

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.

MEETINGS

KICK-OFF MEETING

The contractor will participate in a Kick-Off Meeting, along with the PO and CO, within two weeks of Contract Award.

PERIODIC MEETINGS

Periodic Meetings between the contractor personnel and NRC personnel will be held to discuss programmatic and staff details.

TRANSITION PLAN

The contractor shall submit a detailed Transition Plan within one week of Award to the PO and the CO detailing issues related to any potential changes.

SECTION C - CONTRACT CLAUSES

C.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

52.245-1
52.245-9

GOVERNMENT PROPERTY
USE AND CHARGES

JUN 2007
JUN 2007

C.2 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (MAR 2009)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights-

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

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

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

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

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

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

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

(g) Invoice.

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

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.

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

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

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

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

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

(i) Payment.-

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

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

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

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

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall--

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the--

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) Interest.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if--

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on--

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

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

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

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

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

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

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

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

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

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

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

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; Section 1553 of the American Recovery and Reinvestment Act of 2009 relating to whistleblower protections for contracts funded under that Act; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.

(3) The clause at 52.212-5.

- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The Standard Form 1449.
- (8) Other documents, exhibits, and attachments
- (9) The specification.
- (t) Central Contractor Registration (CCR).

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

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

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

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

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

C.3 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (FEB 2010)

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

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

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

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

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

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

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

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

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

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

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

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

☐ (7) [Reserved]

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

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

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

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

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

☐ (iii) Alternate II (Mar 2004) of 52.219-7.

☒ (10) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).

☐ (11)(i) 52.219-9, Small Business Subcontracting Plan (APR 2008) (15 U.S.C. 637(d)(4)).

☐ (ii) Alternate I (Oct 2001) of 52.219-9.

☐ (iii) Alternate II (Oct 2001) of 52.219-9.

☐ (12) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).

☐ (13) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

☐ (14)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer.)

☐ (ii) Alternate I (June 2003) of 52.219-23.

☒ (15) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (APR 2008) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

☒ (16) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

☐ (17) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).

☒ (18) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2009) (15 U.S.C. 632(a)(2)).

☒ (19) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

☐ (20) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (AUG 2009) (E.O. 13126).

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

☒ (22) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

☒ (23) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).

☒ (24) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

☒ (25) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).

☒ (26) 52.222-54, Employment Eligibility Verification (Jan 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

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

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

☒ (28) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).

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

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

☐ (30) 52.225-1, Buy American Act—Supplies (FEB 2009) (41 U.S.C. 10a-10d).

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

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

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

☒ (32) 52.225-5, Trade Agreements (AUG 2009) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

☒ (33) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

☐ (34) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

☐ (35) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

☒ (36) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

☐ (37) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

☐ (38) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

☒ (39) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

☒ (40) 52.232-36, Payment by Third Party (FEB 2010) (31 U.S.C. 3332).

☐ (41) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

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

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

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

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

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

Employee Class

Monetary Wage-Fringe Benefits

☒ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

☐ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

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

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

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

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

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

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

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified

in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

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

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

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

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

(iii) [Reserved]

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

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

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

(vii) [Removed and reserved]

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

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

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

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

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

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

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

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

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

C.4 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days.

C.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 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

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

C.6 52.228-5 INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective—

(1) For such period as the laws of the State in which this contract is to be performed prescribe; or

(2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

C.7 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (SEPT 2007)

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system.

C.8 WHISTLEBLOWER PROTECTION FOR NRC CONTRACTOR AND SUBCONTRACTOR EMPLOYEES (JULY 2006)

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

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

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

C.9 AUTHORITY TO USE GOVERNMENT PROVIDED SPACE AT NRC HEADQUARTERS (JUNE 2006)

Prior to occupying any government provided space at the NRC Headquarters in Rockville, Maryland, the Contractor shall obtain written authorization to occupy specifically designated government space via the NRC Project Officer from the Chief, Space Planning and Property Management Branch, Division of Facilities and Security. Failure to obtain this prior authorization may result in one or a combination of the following remedies as deemed appropriate by the Contracting Officer.

1. Rental charge for the space occupied to be deducted from invoice amount due the Contractor
2. Removal from the space occupied
3. Contract Termination

C.10 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.

C.11 PLACE OF DELIVERY--REPORTS (JUN 1988)

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

(a) Project Officer (1 copy)

Mr. Jon Lobe
U.S. Nuclear Regulatory Commission
Office of Human Resources
Mailstop T-3C4
Washington, DC 20555
(1 copy)

Ms. Jeanne Dempsey
U.S. Nuclear Regulatory Commission
Office of Human Resources
Mailstop W5A6
Washington, DC 20555

(b) Contracting Officer (1 copy)

U.S. Nuclear Regulatory Commission
Division of Contracts, CMB4
Mail Stop: TWB-01-B10M
Washington, DC 20555

C.12 SECURITY REQUIREMENTS FOR BUILDING ACCESS APPROVAL (MAR 2006)

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

A contractor employee shall not have access to NRC facilities until he/she is approved by the Security Branch, Division of Facilities and Security (SB/DFS). Temporary access may be approved based on a favorable adjudication of their security forms. Final access will be approved based on favorably adjudicated background checks by the General Services Administration in accordance with the procedures found in NRC Management Directive 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. When an individual receives final access, the individual will be subject to a reinvestigation every five years.

The Government shall have and exercise full and complete control over granting, denying, withholding, or terminating building access approvals for individuals performing work under this contract. Individuals performing work under this contract for a period of 180 days or more shall be required to complete and submit to the contractor representative an acceptable OPM Form 85P (Questionnaire for Public Trust Positions), and two FD 258 (Fingerprint Charts). Non-U.S. citizens must provide official documentation to the DFS/SB, as proof of their legal residency. This documentation can be a Permanent Resident Card, Temporary Work Visa, Employment Authorization Card, or other official documentation issued by the U.S. Citizenship and Immigration Services. Any applicant with less than two years residency in the U.S. will not be approved for building access. The contractor representative will submit the documents to the Project Officer who will give them to the SB/DFS. SB/DFS may, among other things, grant or deny temporary unescorted building access approval to an individual based upon its review of the information contained in the OPM Form 85P. Also, in the exercise of its authority, GSA may, among other things, grant or deny permanent building access approval based on the results of its investigation and adjudication guidelines. This submittal requirement also applies to the officers of the firm who, for any reason, may visit the work sites for an extended period of time during the term of the contract. In the event that SB/DFS and GSA are unable to grant a temporary or permanent building access approval, to any individual performing work under this contract, the contractor is responsible for assigning another individual to perform the necessary function without any delay in the contract's performance schedule, or without adverse impact to any other terms or conditions of the contract. The contractor is responsible for informing those affected by this procedure of the required building access approval process (i.e., temporary and permanent determinations), and the possibility that individuals may be required to wait until permanent building access approvals are granted before beginning work in NRC's buildings.

The contractor will immediately notify the Project Officer when a contractor employee terminates. The Project Officer will immediately notify SB/DFS (via e-mail) when a contractor employee no longer requires building access and return any NRC issued badges to the SB/DFS within three days after their termination.

C.13 PLACE OF DELIVERY--EQUIPMENT (MAR 1987) ALTERNATE 1 (MAR 1987)

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

U.S. Nuclear Regulatory Commission
Contract Number: NRC-38-10-706
Office of Human Resources
Mailstop T-3C4
Washington, DC 20555

C.14 DURATION OF CONTRACT PERIOD (MAR 1987) ALTERNATE 2 (MAR 1987)

This contract shall commence on effective date of contract and will expire 12-months after that date. The term of this contract may be extended at the option of the Government for an additional four one-year option periods.

C.15 SECURITY REQUIREMENTS FOR BUILDING ACCESS APPROVAL (JUL 2007)

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

The Contractor shall conduct a preliminary federal facilities security screening interview or review for each of its employee, subcontractor employee, and consultants and submit to the NRC only the names of candidates for contract performance that have a reasonable probability of obtaining approval necessary for access to NRC's federal facilities. The Contractor shall pre-screen its applicants for the following:

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

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

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

A Contractor, subcontractor employee or consultant shall not have access to NRC facilities until he/she is approved by FSB/DFS. Temporary access may be approved based on a favorable NRC review and discretionary determination of their building access security forms. Final building access will be approved based on favorably adjudicated checks by the Government. However, temporary access approval will be revoked and the Contractor's employee may subsequently be denied access in the event the employee's investigation cannot be favorably determined by the NRC. Such employee will

not be authorized to work under any NRC contract requiring building access without the approval of FSB/DFS. When an individual receives final access, the individual will be subject to a review or reinvestigation every five years.

The Government shall have and exercise full and complete control and discretion over granting, denying, withholding, or terminating building access approvals for individuals performing work under this contract. Individuals performing work under this contract at NRC facilities for a period of more than 30 calendar days shall be required to complete and submit to the Contractor representative an acceptable OPM Form 85P (Questionnaire for Public Trust Positions), and two FD 258 (Fingerprint Charts). Non-U.S. citizens must provide official documentation to the FSB/DFS, as proof of their legal residency. This documentation can be a Permanent Resident Card, Temporary Work Visa, Employment Authorization Card, or other official documentation issued by the U. S. Citizenship and Immigration Services. Any applicant with less than two years residency in the U. S. will not be approved for building access. The Contractor shall submit the documents to the NRC Project Officer (PO) who will give them to FSB/DFS.

FSB/DFS may, among other things, grant or deny temporary unescorted building access approval to an individual based upon its review of the information contained in the OPM Form 85P and the Contractor's pre-screening record. Also, in the exercise of its authority, the Government may, among other things, grant or deny permanent building access approval based on the results of its review or investigation. This submittal requirement also applies to the officers of the firm who, for any reason, may visit the NRC work sites for an extended period of time during the term of the contract. In the event that FSB/DFS are unable to grant a temporary or permanent building access approval, to any individual performing work under this contract, the Contractor is responsible for assigning another individual to perform the necessary function without any delay in the contract's performance schedule, or without adverse impact to any other terms or conditions of the contract. The Contractor is responsible for informing those affected by this procedure of the required building access approval process (i.e., temporary and permanent determinations), and the possibility that individuals may be required to wait until permanent building access approvals are granted before beginning work in NRC's buildings.

CANCELLATION OR TERMINATION OF BUILDING ACCESS/ REQUEST

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

C.16 SECURITY REQUIREMENTS FOR INFORMATION TECHNOLOGY LEVEL I OR LEVEL II ACCESS APPROVAL (July 2007)

The proposer/contractor must identify all individuals and propose the level of Information Technology (IT) approval for each, using the following guidance. The NRC sponsoring office shall make the final determination of the level, if any, of IT approval required for all individuals working under this contract. The Government shall have and exercise full and complete control and discretion over granting, denying, withholding, or terminating IT access approvals for individuals performing work under this contract.

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

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

The contractor shall make a written record of its pre-screening interview or review (including any information to mitigate the responses to items listed in (a) - (e)), and have the applicant verify the pre-screening record or review, sign and date it. Two

copies of the signed contractor's pre-screening record or review will be supplied to FSB/DFS with the contractor employee's completed building access application package.

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

SECURITY REQUIREMENTS FOR IT LEVEL I

Performance under this contract will involve prime contractor personnel, subcontractors or others who perform services requiring direct access to or operate agency sensitive information technology systems or data (IT Level I). The IT Level I involves responsibility for the planning, direction, and implementation of a computer security program; major responsibility for the direction, planning, and design of a computer system, including hardware and software; or the capability to access a computer system during its operation or maintenance in such a way that could cause or that has a relatively high risk of causing grave damage; or the capability to realize a significant personal gain from computer access.

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

The contractor shall submit a completed security forms packet, including the *OPM Standard Form (SF) 86 (Questionnaire for National Security Positions)*, two copies of the contractor's signed pre-screening record and two FD-258 fingerprint charts, through the PO to FSB/DFS for review and favorable adjudication, prior to the individual performing work under this contract. The contractor shall assure that all forms are accurate, complete, and legible. Based on FSB/DFS review of the contractor applicant's security forms and/or the receipt of adverse information by NRC, the individual may be denied access to NRC facilities, sensitive information technology systems or data until a final determination is made of his/her eligibility.

In accordance with NRCAR 2052.204-70 "Security," IT Level I contractors shall be subject to the attached NRC Form 187 (See Section J for List of Attachments) and SF-86 which furnishes the basis for providing security requirements to prime contractors, subcontractors or others (e.g., bidders) who have or may have an NRC contractual relationship which requires access to or operation of agency sensitive information technology systems or remote development and/or analysis of sensitive information technology systems or data or other access to such systems and data; access on a continuing basis (in excess more than 30 calendar days) to NRC buildings; or otherwise requires issuance of an unescorted NRC badge.

SECURITY REQUIREMENTS FOR IT LEVEL II

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

The IT Level II involves responsibility for the planning, design, operation, or maintenance of a computer system and all other computer or IT positions.

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

performance schedule, or without adverse impact to any other terms or conditions of the contract. When an individual receives final IT access, the individual will be subject to a review or reinvestigation every ten years.

The contractor shall submit a completed security forms packet, including the *OPM Standard Form (SF) 86 (Questionnaire for National Security Positions)*, two copies of the contractor's signed pre-screening record and two FD-258 fingerprint charts, through the PO to FSB/DFS for review and favorable adjudication, prior to the individual performing work under this contract. The contractor shall assure that all forms are accurate, complete, and legible. Based on FSB/DFS review of the contractor applicant's security forms and/or the receipt of adverse information by NRC, the individual may be denied access to NRC facilities, sensitive information technology systems or data until a final determination is made of his/her eligibility.

In accordance with NRCAR 2052.204-70 "Security," IT Level II contractors shall be subject to the attached NRC Form 187 (See Section J for List of Attachments), SF-86, and contractor's record of the pre-screening which furnishes the basis for providing security requirements to prime contractors, subcontractors or others (e.g. bidders) who have or may have an NRC contractual relationship which requires access to or operation of agency sensitive information technology systems or remote development and/or analysis of sensitive information technology systems or data or other access to such systems or data; access on a continuing basis (in excess of more than 30 calendar days) to NRC buildings; or otherwise requires issuance of an unescorted NRC badge.

CANCELLATION OR TERMINATION OF IT ACCESS/REQUEST

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

(End of Clause)

C.17 WHISTLEBLOWER PROTECTION FOR NRC CONTRACTOR AND SUBCONTRACTOR EMPLOYEES (JULY 2006)

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

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

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

C.18 2052.204.70 SECURITY (MAR 2004)

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

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

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

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

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

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

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

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

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

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

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

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

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

C.19 2052.204-71 BADGE REQUIREMENTS FOR UNESCORTED BUILDING ACCESS TO NRC FACILITIES (MAR 2006)

During the life of this contract, the rights of ingress and egress for contractor personnel must be made available, as required, provided that the individual has been approved for unescorted access after a favorable adjudication from the Security Branch, Division of Facilities and Security (SB/DFS).

In this regard, all contractor personnel whose duties under this contract require their presence on site shall be clearly identifiable by a distinctive badge furnished by the NRC. The Project Officer shall assist the contractor in obtaining badges for the contractor personnel. All contractor personnel must present two forms of Identity Source Documents (I-9). One of the documents must be a valid picture ID issued by a state or by the Federal Government. Original I-9 documents must be presented in person for certification. A list of acceptable documents can be found at http://www.usdoj.gov/crt/recruit_employ/i9form.pdf. It is the sole responsibility of the contractor to ensure that each employee has a proper NRC-issued identification/badge at all times. All photo-identification badges must be immediately (no later than three days) delivered to SB/DFS for cancellation or disposition upon the termination of employment of any contractor personnel. Contractor personnel must display any NRC issued badge in clear view at all times during on site performance under this contract. It is the contractor's duty to assure that contractor personnel enter only those work areas necessary for performance of contract work, and to assure the protection of any Government records or data that contractor personnel may come into contact with.

C.20 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. See Attachment V for the Wage List; and updates can be found via e-mail at: <http://www.wdol.gov/wdol/scafiles/std/05-2103.txt>

C.21 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]
- [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 officer for default or for the convenience of the Government, as appropriate. If the contracting officer finds the contractor at fault for the condition, the contract price or fixed fee may be equitably adjusted downward to compensate the Government for any resultant delay, loss, or damage.

C.22 PROJECT OFFICER AUTHORITY (NOVEMBER 2006)

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

(a) Name: Mr. Jon Lobe
U.S. Nuclear Regulatory Commission
Office of Human Resources
Mailstop T-3C4
Washington, DC 20555

Telephone No.: (301) 415-7113

Alternate Project Officer:

(b) Name: Jeanne Dempsey
U.S. Nuclear Regulatory Commission
Office of Human Resources
Mailstop W5A6
Washington, DC 20555

Telephone No.: (301) 492-2282

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(h) A failure of the parties to agree upon the nature of the instruction or direction or upon the contract action to be taken with respect thereto is subject to 52.233-1 -Disputes.

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

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

(2) Assist the contractor in the resolution of technical problems encountered during performance.

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

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

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

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

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

C.23 GOVERNMENT FURNISHED EQUIPMENT/PROPERTY (JANUARY 2001)

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

See Attachment I for the list of Government Furnished fitness, aerobic, and assessment equipment and accessories. In addition to these items the following will be provided:

- Office Space;
- Computers w/appropriate Software;
- Monitors;
- Printers;
- Facsimile Machine;
- Copy Machines;
- Telephones;
- Office Supplies; and
- File Cabinets

(b) The above listed equipment/property will not be transferred from this contract.

(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.

C.24 ANNUAL AND FINAL CONTRACTOR PERFORMANCE EVALUATIONS

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

The Contracting Officer will transmit the NRC Project Officer's annual and final contractor performance evaluations to the contractor's Project Manager, unless otherwise instructed by the contractor. The contractor will be permitted thirty days to

review the document. The contractor may concur without comment, submit additional information, or request a meeting to discuss the performance evaluation. The Contracting Officer may request the contractor's Project Manager to attend a meeting to discuss the performance evaluation.

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

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

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

C.25 SAFETY 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.

C.26 2052.215-78 TRAVEL APPROVALS AND REIMBURSEMENT -ALTERNATE 1 (OCT 1999)

- (a) Total expenditure for travel may not exceed \$5,000/per year without the prior approval of the contracting officer.
- (b) 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 prior to the commencement of travel.
- (c) The contractor will be reimbursed only for those travel costs incurred that are directly related to this contract and which 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 FAR Limitations of Cost clause of this contract when, at any time, the contractor learns that travel expenses will cause the contractor to exceed the travel ceiling amount identified in paragraph (a) of this clause.

(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.

C.27 SEAT BELTS

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

C.28 COMPLIANCE WITH U.S. IMMIGRATION LAWS AND REGULATIONS

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

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

C.29 52.224-1 PRIVACY ACT NOTIFICATION (APR 1984)

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

C.30 52.224-2 PRIVACY ACT (APR 1984)

(a) The Contractor agrees to--

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

(i) The systems of records; and

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

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

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

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

of a system of records on individuals to accomplish an agency function. For purposes of the Act, when the contract is for the operation of a system of records on individuals to accomplish an agency function, the Contractor and any employee of the Contractor is considered to be an employee of the agency.

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

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

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

C.31 Contractor Responsibility for Protecting Personally Identifiable Information (PII)

In accordance with the Office of Management and Budget's guidance to Federal agencies and the Nuclear Regulatory Commission's (NRC) implementing policy and procedures, a contractor (including subcontractors and contractor employees), who performs work on behalf of the NRC, is responsible for protecting, from unauthorized access or disclosure, personally identifiable information (PII)¹ that may be provided, developed, maintained, collected, used, or disseminated, whether in paper, electronic, or other format, during performance of this contract.

A contractor who has access to NRC owned or controlled PII, whether provided to the contractor by the NRC or developed, maintained, collected, used, or disseminated by the contractor during the course of contract performance, must comply with the following requirements:

1. **General.** In addition to implementing the specific requirements set forth in this clause, the contractor must adhere to all other applicable NRC guidance, policy and requirements for the handling and protection of NRC owned or controlled PII. The contractor is responsible for making sure that it has an adequate understanding of such guidance, policy and requirements.
2. **Use, Ownership, and Nondisclosure.** A contractor may use NRC owned or controlled PII solely for purposes of this contract, and may not collect or use such PII for any purpose outside the contract without the prior written approval of the NRC Contracting Officer. The contractor must restrict access to such information to only those contractor employees who need the information to perform work under this contract, and must ensure that each such contractor employee (including subcontractors' employees) signs a nondisclosure agreement, in a form suitable to the NRC Contracting Officer, prior to being granted access to the information. The NRC retains sole ownership and rights to its PII. Unless the contract states otherwise, upon completion of the contract, the contractor must turn over all PII in its possession to the NRC, and must certify in writing that it has not retained any NRC owned or controlled PII except as otherwise authorized in writing by the NRC Contracting Officer.
3. **Security Plan.** When applicable, and unless waived in writing by the NRC Contracting Officer, the contractor must work with the NRC to develop and implement a security plan setting forth adequate procedures for the protection of NRC owned or controlled PII as well as the procedures which the contractor must follow for notifying the NRC in the

* Personally identifiable information (PII) is information that can be used to identify or contact a person uniquely and reliably or can be traced back to a specific individual. PII is a person's name, in combination with any of the following information: relatives' names, postal address, e-mail address, home or cellular telephone number, personal characteristics, Social Security number, date or place of birth, mother's maiden name, driver's license number, bank account information, credit card information, or other information that would make the individual's personal identity easily traceable. The loss, misuse, modification, or unauthorized access to PII can reasonably be foreseen to harm the public interest, the commercial or financial interests of the entity or individual to whom the information pertains, the conduct of NRC and Federal programs, or the personal privacy of individuals. The NRC considers an individual's personal identity to be distinct from an individual's professional identity, therefore NRC *does not* treat an individual's name in combination with their job/position title, work telephone number, official work address, and work e-mail address as PII.

event of any security breach. The plan will be incorporated into the contract and must be implemented and followed by the contractor once it has been approved by the NRC Contracting Officer. If the contract does not include a security plan at the time of contract award, a plan must be submitted for the approval of the NRC Contracting Officer within 30 days after contract award.

4. Breach Notification. The contractor must immediately notify the NRC Contracting Officer and the NRC Project Officer upon discovery of any suspected or confirmed breach in the security of NRC owned or controlled PII.
5. Legal Demands for Information. If a legal demand is made for NRC owned or controlled PII (such as by subpoena), the contractor must immediately notify the NRC Contracting Officer and the NRC Project Officer. After notification, the NRC will determine whether and to what extent to comply with the legal demand. The Contracting Officer will then notify the contractor in writing of the determination and such notice will indicate the extent of disclosure authorized, if any. The contractor may only release the information specifically demanded with the written permission of the NRC Contracting Officer.
6. Audits. The NRC may audit the contractor's compliance with the requirements of this clause, including through the use of online compliance software.
7. Flow-down. The prime contractor will flow this clause down to subcontractors that would be covered by any portion of this clause, as if they were the prime contractor.
8. Remedies:
 - a. The contractor is responsible for implementing and maintaining adequate security controls to prevent the loss of control or unauthorized disclosure of NRC owned or controlled PII in its possession. Furthermore, the contractor is responsible for reporting any known or suspected loss of control or unauthorized access to PII to the NRC in accordance with the provisions set forth in Article 4 above.
 - b. Should the contractor fail to meet its responsibilities under this clause, the NRC reserves the right to take appropriate steps to mitigate the contractor's violation of this clause. This may include, at the sole discretion of the NRC, termination of the subject contract.
9. Indemnification. Notwithstanding any other remedies available to the NRC, the contractor will indemnify the NRC against all liability (including costs and fees) for any damages arising out of violations of this clause.

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

1. Attachment I - List of Headquarters Fitness Equipment
2. Attachment II - Fixed Price Billing Instructions
3. Attachment III - NRC Form 187 - Contract Security and/or Classification Requirements
4. Attachment IV - Wage Determination Schedule

ATTACHMENT I

LIST OF HEADQUARTERS FITNESS EQUIPMENT

Cardio Equipment	Number	Serial #	NRC ID #
Lemond Cycle Bike			33893G
Lemond Cycle Bike			85885
Lemond Cycle Bike			33891G
Lemond Cycle Bike			33890G
Lemond Cycle Bike			33889G
Lemond Cycle Bike			33895G
Lemond Cycle Bike			33894G
Lemond Cycle Bike			85886
Lemond Cycle Bike			33888G
Lemond Cycle Bike			33886G
Lemond Cycle Bike			33663G
Lemond Cycle Bike			33896G
Lemond Cycle Bike			33664G
Lemond Cycle Bike			33885G
Lemond Cycle Bike			33887G
Lemond Cycle Bike			33884G
LifeFitness Treadmill(window)			86854
LifeFitness Treadmill(window)			91049
LifeFitness Treadmill(window)			91052
LifeFitness Treadmill(window)			91051
LifeFitness Treadmill(window)			91050
LifeFitness Treadmill(stage, new 11/09)			92613
LifeFitness Treadmill(stage, new 11/09)			92614
LifeFitness Treadmill(stage, new 11/09)			92615
Cybex UBE			57425
Stairmaster			57405
Stairmaster			57409
Concept II Rower			56356
Concept II Rower			56357
LifeFitness Recumbant Bike			91045
LifeFitness Recumbant Bike (new 11/09)			92621
LifeFitness LifeCycle Recumbant Bike			57413
LifeFitness LifeCycle Recumbant Bike			57412
LifeFitness Upright Bike			91043
LifeFitness Upright Bike			65053
LifeFitness Upright Bike (new 11/09)			92619
LifeFitness Upright Bike (new 11/09)			92620
LifeFitness Summit Trainer			91042
LifeFitness Elliptical			91041
LifeFitness Elliptical			86855
LifeFitness Elliptical (new 11/09)			92617
LifeFitness Elliptical (new 11/09)			92618
PreCor Elliptical			91048
PreCor Elliptical			91044

ATTACHMENT II

BILLING INSTRUCTIONS FOR
FIXED PRICE CONTRACTS (JUNE 2008)

General: During performance and through final payment of this contract, the contractor is responsible for the accuracy and completeness of data within the Central Contractor Registration (CCR) database and for any liability resulting from the Government's reliance on inaccurate or incomplete CCR data.

The contractor shall prepare vouchers/invoices as prescribed herein. FAILURE TO SUBMIT VOUCHERS/INVOICES IN ACCORDANCE WITH THESE INSTRUCTIONS WILL RESULT IN REJECTION OF THE VOUCHER/INVOICE AS IMPROPER.

Form: Claims shall be submitted on the payee's letterhead, voucher/invoice, or on the Government's Standard Form 1034, "Public Voucher for Purchases and Services Other than Personal," and Standard Form 1035, "Public Voucher for Purchases Other than Personal—Continuation Sheet."

Number of Copies: A signed original shall be submitted. If the voucher/invoice includes the purchase of any property with an initial acquisition cost of \$50,000 or more, a copy of the signed original is also required.

Designated Agency Billing Office: The preferred method of submitting vouchers/invoices is electronically to the Department of the Interior at NRCPayments@nbc.gov

If the voucher/invoice includes the purchase of any property with an initial acquisition cost of \$50,000 or more, a copy of the signed original shall be electronically sent to: Property@nrc.gov

However, if you submit a hard-copy of the voucher/invoice, it shall be submitted to the following address:

Department of the Interior
National Business Center
Attn: Fiscal Services Branch - D2770
7301 West Mansfield Avenue
Denver, CO 80235-2230

If you submit a hard-copy of the voucher/invoice and it includes the purchase of any property with an initial acquisition cost of \$50,000 or more, a copy of the signed original shall be mailed to the following address:

U.S. Nuclear Regulatory Commission
NRC Property Management Officer
Mail Stop: O-4D15
Washington, DC 20555-0001

HAND-CARRIED SUBMISSIONS WILL NOT BE ACCEPTED

Agency Payment Office: Payment will continue to be made by the office designated in the contract in Block 12 of the Standard Form 26, Block 25 of the Standard Form 33, or Block 18a. of the Standard Form 1449, whichever is applicable.

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

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


1. Contractor's Data Universal Number (DUNS) or DUNS+4 number that identifies the contractor's name and address. The DUNS+4 number is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the contractor to identify alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.
2. Contract number.
3. Sequential voucher/invoice number.
4. Date of voucher/invoice.
5. Payee's name and address. Show the name of the Payee as it appears in the contract and its correct address. If the Payee assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Payee shall require as a condition of any such assignment, that the assignee shall register separately in the Central Contractor Registration (CCR) database at <http://www.ccr.gov> and shall be paid by EFT in accordance with the terms of this contract. See Federal Acquisition Regulation 52.232-33(g) Payment by Electronic Funds Transfer - Central Contractor Registration (October 2003).
6. A description of articles or services, quantity, unit price, and total amount.
7. For contractor acquired property, list each item with an initial acquisition cost of \$50,000 or more and provide: (1) an item description, (2) manufacturer, (3) model number, (4) serial number, (5) acquisition cost, (6) date of purchase, and (7) a copy of the purchasing document.
8. Weight and zone of shipment, if shipped by parcel post.
9. Charges for freight or express shipments. Attach prepaid bill if shipped by freight or express.
10. Instructions to consignee to notify the Contracting Officer of receipt of shipment.
11. For Indefinite Delivery contracts or contracts under which progress payments are authorized, the final voucher/invoice shall be marked "FINAL VOUCHER" OR "FINAL INVOICE."

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

Supersession: These instructions supersede any previous billing instructions.

NRC FORM 187 (7-2008) NRCMD 12		U.S. NUCLEAR REGULATORY COMMISSION		AUTHORITY The policies, procedures, and criteria of the NRC Security Program, NRCMD 12, apply to performance of this contract, subcontract or other activity.				
CONTRACT SECURITY AND/OR CLASSIFICATION REQUIREMENTS				COMPLETE CLASSIFIED ITEMS BY SEPARATE CORRESPONDENCE				
1. CONTRACTOR NAME AND ADDRESS 		A. CONTRACT NUMBER FOR COMMERCIAL CONTRACTS OR JOB CODE FOR DOE PROJECTS (Prime contract number must be shown for all subcontracts.) <div style="text-align: center; font-weight: bold;">NRC-38-05-366</div>		2. TYPE OF SUBMISSION <input checked="" type="checkbox"/> A. ORIGINAL <input type="checkbox"/> B. REVISED (Supersedes all previous submissions) <input type="checkbox"/> C. OTHER (Specify)				
		B. PROJECTED START DATE <div style="text-align: center;">12/01/2009</div>	C. PROJECTED COMPLETION DATE <div style="text-align: center;">11/30/2014</div>					
3. FOR FOLLOW-ON CONTRACT, ENTER PRECEDING CONTRACT NUMBER AND PROJECTED COMPLETION DATE								
A. DOES NOT APPLY <input type="checkbox"/>		B. CONTRACT NUMBER <div style="text-align: center;">NRC-38-05-366</div>		DATE <div style="text-align: center;">11/30/2009</div>				
4. PROJECT TITLE AND OTHER IDENTIFYING INFORMATION Technical Assistance for the NRC Fitness Program. Contractor staff will require IT-II Clearance and have access to PII data for billing purposes.								
6. PERFORMANCE WILL REQUIRE								
A. ACCESS TO CLASSIFIED MATTER OR CLASSIFIED INFORMATION <input type="checkbox"/> YES (If "YES," answer 1-7 below) <input checked="" type="checkbox"/> NO (If "NO," proceed to 5.C.)		NOT APPLICABLE	NATIONAL SECURITY		RESTRICTED DATA			
			SECRET	CONFIDENTIAL	SECRET	CONFIDENTIAL		
1. ACCESS TO FOREIGN INTELLIGENCE INFORMATION		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
2. RECEIPT, STORAGE, OR OTHER SAFEGUARDING OF CLASSIFIED MATTER. (See 5.B.)		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
3. GENERATION OF CLASSIFIED MATTER.		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
4. ACCESS TO CRYPTOGRAPHIC MATERIAL OR OTHER CLASSIFIED COMSEC INFORMATION.		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
5. ACCESS TO CLASSIFIED MATTER OR CLASSIFIED INFORMATION PROCESSED BY ANOTHER AGENCY.		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
6. CLASSIFIED USE OF AN INFORMATION TECHNOLOGY PROCESSING SYSTEM.		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
7. OTHER (Specify)		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
B. IS FACILITY CLEARANCE REQUIRED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO								
<table style="width:100%;"> <tr> <td style="width:50%; vertical-align: top;"> C. <input type="checkbox"/> UNESCORTED ACCESS IS REQUIRED TO NUCLEAR POWER PLANTS. D. <input type="checkbox"/> ACCESS IS REQUIRED TO UNCLASSIFIED SAFEGUARDS INFORMATION. E. <input checked="" type="checkbox"/> ACCESS IS REQUIRED TO SENSITIVE IT SYSTEMS AND DATA. F. <input checked="" type="checkbox"/> UNESCORTED ACCESS TO NRC HEADQUARTERS BUILDING. </td> <td style="width:50%; vertical-align: top;"> G. <input type="checkbox"/> REQUIRE OPERATION OF GOVERNMENT VEHICLES OR TRANSPORT PASSENGERS FOR THE NRC. H. <input type="checkbox"/> WILL OPERATE HAZARDOUS EQUIPMENT AT NRC FACILITIES. I. <input type="checkbox"/> REQUIRED TO CARRY FIREARMS. J. <input type="checkbox"/> FOUND TO USE OR ADMIT TO USE OF ILLEGAL DRUGS. </td> </tr> </table>							C. <input type="checkbox"/> UNESCORTED ACCESS IS REQUIRED TO NUCLEAR POWER PLANTS. D. <input type="checkbox"/> ACCESS IS REQUIRED TO UNCLASSIFIED SAFEGUARDS INFORMATION. E. <input checked="" type="checkbox"/> ACCESS IS REQUIRED TO SENSITIVE IT SYSTEMS AND DATA. F. <input checked="" type="checkbox"/> UNESCORTED ACCESS TO NRC HEADQUARTERS BUILDING.	G. <input type="checkbox"/> REQUIRE OPERATION OF GOVERNMENT VEHICLES OR TRANSPORT PASSENGERS FOR THE NRC. H. <input type="checkbox"/> WILL OPERATE HAZARDOUS EQUIPMENT AT NRC FACILITIES. I. <input type="checkbox"/> REQUIRED TO CARRY FIREARMS. J. <input type="checkbox"/> FOUND TO USE OR ADMIT TO USE OF ILLEGAL DRUGS.
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FOR PROCEDURES AND REQUIREMENTS ON PROVIDING TEMPORARY AND FINAL APPROVAL FOR UNESCORTED ACCESS, REFER TO NRCMD 12.								
NOTE: IMMEDIATELY NOTIFY DRUG PROGRAM STAFF IF BOX 5 A, C, D, G, H, I, OR J IS CHECKED.								

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

NAME AND TITLE	SIGNATURE	DATE
Jon K. Lobe, Project Officer Manager, Employee Assistance & Wellness Services		07/17/2009

7. CLASSIFICATION GUIDANCE

NATURE OF CLASSIFIED GUIDANCE IDENTIFICATION OF CLASSIFICATION GUIDES

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



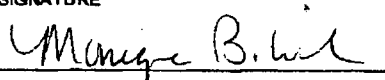
☐ AUTHORIZED CLASSIFIER (Name and Title) ☒ DIVISION OF FACILITIES AND SECURITY

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

☒ SPONSORING NRC OFFICE OR DIVISION (Item 10A) ☒ DIVISION OF CONTRACTS AND PROPERTY MANAGEMENT
☒ DIVISION OF FACILITIES AND SECURITY (Item 10B) ☒ CONTRACTOR (Item 1)
☒ SECURITY/CLASSIFICATION REQUIREMENTS FOR SUBCONTRACTS RESULTING FROM THIS CONTRACT WILL BE APPROVED BY THE OFFICIALS NAMED IN ITEMS 10B AND 10C BELOW.

10. APPROVALS

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

NAME (Print or type)	SIGNATURE	DATE
A. DIRECTOR, OFFICE OR DIVISION Miriam Cohen		DATE 7/17/09 06/13/2009
B. DIRECTOR, DIVISION OF FACILITIES AND SECURITY Robert Webber		DATE 7/21/09
C. DIRECTOR, DIVISION OF CONTRACTS AND PROPERTY MANAGEMENT (Not applicable to DOE agreements) Phyllis Bower Monique B. Williams		DATE 12/29/09

REMARKS

WD 05-2103 (Rev.-8) was first posted on www.wdol.gov on 06/02/2009

 REGISTER OF WAGE DETERMINATIONS UNDER
 THE SERVICE CONTRACT ACT
 By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
 EMPLOYMENT STANDARDS ADMINISTRATION
 WAGE AND HOUR DIVISION
 WASHINGTON D.C. 20210

Shirley F. Ebbesen Division of
 Director Wage Determinations

Wage Determination No.: 2005-2103
 Revision No.: 8
 Date Of Revision: 05/26/2009

States: District of Columbia, Maryland, Virginia

Area: District of Columbia Statewide
 Maryland Counties of Calvert, Charles, Frederick, Montgomery, Prince
 George's, St Mary's
 Virginia Counties of Alexandria, Arlington, Fairfax, Falls Church, Fauquier,
 King George, Loudoun, Prince William, Stafford

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.05
01012 - Accounting Clerk II		15.78
01013 - Accounting Clerk III		20.27
01020 - Administrative Assistant		28.55
01040 - Court Reporter		19.95
01051 - Data Entry Operator I		14.38
01052 - Data Entry Operator II		15.69
01060 - Dispatcher, Motor Vehicle		16.94
01070 - Document Preparation Clerk		14.21
01090 - Duplicating Machine Operator		14.21
01111 - General Clerk I		13.92
01112 - General Clerk II		15.32
01113 - General Clerk III		18.74
01120 - Housing Referral Assistant		25.29
01141 - Messenger Courier		12.38
01191 - Order Clerk I		14.85
01192 - Order Clerk II		16.29
01261 - Personnel Assistant (Employment) I		17.31
01262 - Personnel Assistant (Employment) II		19.36
01263 - Personnel Assistant (Employment) III		21.66
01270 - Production Control Clerk		22.03
01280 - Receptionist		14.12
01290 - Rental Clerk		16.55
01300 - Scheduler, Maintenance		17.49
01311 - Secretary I		17.49
01312 - Secretary II		19.70
01313 - Secretary III		25.29
01320 - Service Order Dispatcher		16.10
01410 - Supply Technician		28.55
01420 - Survey Worker		19.46
01531 - Travel Clerk I		12.92
01532 - Travel Clerk II		13.89
01533 - Travel Clerk III		14.92
01611 - Word Processor I		14.21
01612 - Word Processor II		16.65
01613 - Word Processor III		19.95

05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	25.26
05010 - Automotive Electrician	23.51
05040 - Automotive Glass Installer	22.15
05070 - Automotive Worker	22.15
05110 - Mobile Equipment Servicer	19.04
05130 - Motor Equipment Metal Mechanic	24.78
05160 - Motor Equipment Metal Worker	22.15
05190 - Motor Vehicle Mechanic	24.78
05220 - Motor Vehicle Mechanic Helper	18.49
05250 - Motor Vehicle Upholstery Worker	21.63
05280 - Motor Vehicle Wrecker	22.15
05310 - Painter, Automotive	23.51
05340 - Radiator Repair Specialist	22.15
05370 - Tire Repairer	14.44
05400 - Transmission Repair Specialist	24.78
07000 - Food Preparation And Service Occupations	
07010 - Baker	13.48
07041 - Cook I	11.97
07042 - Cook II	13.28
07070 - Dishwasher	9.82
07130 - Food Service Worker	10.66
07210 - Meat Cutter	17.04
07260 - Waiter/Waitress	9.70
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	18.05
09040 - Furniture Handler	12.78
09080 - Furniture Refinisher	18.39
09090 - Furniture Refinisher Helper	14.11
09110 - Furniture Repairer, Minor	16.31
09130 - Upholsterer	18.05
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	10.50
11060 - Elevator Operator	10.50
11090 - Gardener	16.22
11122 - Housekeeping Aide	11.25
11150 - Janitor	11.25
11210 - Laborer, Grounds Maintenance	12.47
11240 - Maid or Houseman	11.03
11260 - Pruner	11.37
11270 - Tractor Operator	14.66
11330 - Trail Maintenance Worker	12.47
11360 - Window Cleaner	11.68
12000 - Health Occupations	
12010 - Ambulance Driver	19.46
12011 - Breath Alcohol Technician	18.55
12012 - Certified Occupational Therapist Assistant	21.01
12015 - Certified Physical Therapist Assistant	21.01
12020 - Dental Assistant	16.97
12025 - Dental Hygienist	40.68
12030 - EKG Technician	25.95
12035 - Electroneurodiagnostic Technologist	25.95
12040 - Emergency Medical Technician	20.41
12071 - Licensed Practical Nurse I	18.82
12072 - Licensed Practical Nurse II	21.09
12073 - Licensed Practical Nurse III	23.47
12100 - Medical Assistant	14.89
12130 - Medical Laboratory Technician	18.04
12160 - Medical Record Clerk	16.06
12190 - Medical Record Technician	18.27

12195 - Medical Transcriptionist	18.77
12210 - Nuclear Medicine Technologist	34.18
12221 - Nursing Assistant I	10.47
12222 - Nursing Assistant II	11.77
12223 - Nursing Assistant III	13.02
12224 - Nursing Assistant IV	14.62
12235 - Optical Dispenser	20.17
12236 - Optical Technician	14.41
12250 - Pharmacy Technician	16.47
12280 - Phlebotomist	14.62
12305 - Radiologic Technologist	28.28
12311 - Registered Nurse I	26.73
12312 - Registered Nurse II	32.41
12313 - Registered Nurse II, Specialist	32.41
12314 - Registered Nurse III	38.98
12315 - Registered Nurse III, Anesthetist	38.98
12316 - Registered Nurse IV	46.73
12317 - Scheduler (Drug and Alcohol Testing)	19.75
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19.86
13012 - Exhibits Specialist II	24.61
13013 - Exhibits Specialist III	30.09
13041 - Illustrator I	20.48
13042 - Illustrator II	25.38
13043 - Illustrator III	31.03
13047 - Librarian	30.80
13050 - Library Aide/Clerk	14.21
13054 - Library Information Technology Systems Administrator	27.82
13058 - Library Technician	19.89
13061 - Media Specialist I	18.73
13062 - Media Specialist II	20.95
13063 - Media Specialist III	23.36
13071 - Photographer I	16.14
13072 - Photographer II	18.90
13073 - Photographer III	23.67
13074 - Photographer IV	28.65
13075 - Photographer V	30.69
13110 - Video Teleconference Technician	19.35
14000 - Information Technology Occupations	
14041 - Computer Operator I	18.54
14042 - Computer Operator II	20.74
14043 - Computer Operator III	23.12
14044 - Computer Operator IV	25.69
14045 - Computer Operator V	28.45
14071 - Computer Programmer I	(see 1) 25.43
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	18.54
14160 - Personal Computer Support Technician	25.69
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	35.71
15020 - Aircrew Training Devices Instructor (Rated)	43.84
15030 - Air Crew Training Devices Instructor (Pilot)	52.55
15050 - Computer Based Training Specialist / Instructor	34.39
15060 - Educational Technologist	32.75

15070 - Flight Instructor (Pilot)	52.55
15080 - Graphic Artist	26.80
15090 - Technical Instructor	25.08
15095 - Technical Instructor/Course Developer	30.67
15110 - Test Proctor	20.20
15120 - Tutor	20.20
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	9.44
16030 - Counter Attendant	9.44
16040 - Dry Cleaner	12.21
16070 - Finisher, Flatwork, Machine	9.44
16090 - Presser, Hand	9.44
16110 - Presser, Machine, Drycleaning	9.44
16130 - Presser, Machine, Shirts	9.44
16160 - Presser, Machine, Wearing Apparel, Laundry	9.44
16190 - Sewing Machine Operator	13.07
16220 - Tailor	13.90
16250 - Washer, Machine	10.41
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	19.22
19040 - Tool And Die Maker	23.38
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	17.90
21030 - Material Coordinator	22.03
21040 - Material Expediter	22.03
21050 - Material Handling Laborer	12.92
21071 - Order Filler	13.87
21080 - Production Line Worker (Food Processing)	17.90
21110 - Shipping Packer	14.46
21130 - Shipping/Receiving Clerk	14.46
21140 - Store Worker I	11.44
21150 - Stock Clerk	16.46
21210 - Tools And Parts Attendant	17.90
21410 - Warehouse Specialist	17.90
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	25.68
23021 - Aircraft Mechanic I	24.46
23022 - Aircraft Mechanic II	25.68
23023 - Aircraft Mechanic III	26.97
23040 - Aircraft Mechanic Helper	16.61
23050 - Aircraft, Painter	23.42
23060 - Aircraft Servicer	18.71
23080 - Aircraft Worker	19.90
23110 - Appliance Mechanic	21.62
23120 - Bicycle Repairer	14.43
23125 - Cable Splicer	25.61
23130 - Carpenter, Maintenance	20.99
23140 - Carpet Layer	19.33
23160 - Electrician, Maintenance	27.43
23181 - Electronics Technician Maintenance I	23.70
23182 - Electronics Technician Maintenance II	25.15
23183 - Electronics Technician Maintenance III	26.50
23260 - Fabric Worker	19.01
23290 - Fire Alarm System Mechanic	22.78
23310 - Fire Extinguisher Repairer	17.52
23311 - Fuel Distribution System Mechanic	22.81
23312 - Fuel Distribution System Operator	19.38
23370 - General Maintenance Worker	21.43
23380 - Ground Support Equipment Mechanic	24.46
23381 - Ground Support Equipment Servicer	18.71

23382 - Ground Support Equipment Worker	19.90
23391 - Gunsmith I	17.52
23392 - Gunsmith II	20.38
23393 - Gunsmith III	22.78
23410 - Heating, Ventilation And Air-Conditioning Mechanic	22.94
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	24.37
23430 - Heavy Equipment Mechanic	22.78
23440 - Heavy Equipment Operator	22.78
23460 - Instrument Mechanic	22.59
23465 - Laboratory/Shelter Mechanic	21.62
23470 - Laborer	14.27
23510 - Locksmith	21.11
23530 - Machinery Maintenance Mechanic	22.99
23550 - Machinist, Maintenance	21.78
23580 - Maintenance Trades Helper	16.61
23591 - Metrology Technician I	22.59
23592 - Metrology Technician II	23.80
23593 - Metrology Technician III	24.96
23640 - Millwright	28.19
23710 - Office Appliance Repairer	22.96
23760 - Painter, Maintenance	21.62
23790 - Pipefitter, Maintenance	23.19
23810 - Plumber, Maintenance	20.99
23820 - Pneudraulic Systems Mechanic	22.78
23850 - Rigger	22.78
23870 - Scale Mechanic	20.38
23890 - Sheet-Metal Worker, Maintenance	22.78
23910 - Small Engine Mechanic	20.38
23931 - Telecommunications Mechanic I	27.74
23932 - Telecommunications Mechanic II	29.24
23950 - Telephone Lineman	26.38
23960 - Welder, Combination, Maintenance	22.78
23965 - Well Driller	22.78
23970 - Woodcraft Worker	22.78
23980 - Woodworker	17.52
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	12.79
24580 - Child Care Center Clerk	17.77
24610 - Chore Aide	10.52
24620 - Family Readiness And Support Services Coordinator	15.68
24630 - Homemaker	18.43
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	27.10
25040 - Sewage Plant Operator	20.73
25070 - Stationary Engineer	27.10
25190 - Ventilation Equipment Tender	19.08
25210 - Water Treatment Plant Operator	20.73
27000 - Protective Service Occupations	
27004 - Alarm Monitor	20.57
27007 - Baggage Inspector	12.66
27008 - Corrections Officer	22.25
27010 - Court Security Officer	23.33
27030 - Detection Dog Handler	20.57
27040 - Detention Officer	22.25
27070 - Firefighter	22.39
27101 - Guard I	12.66
27102 - Guard II	20.57

27131 - Police Officer I	26.14
27132 - Police Officer II	28.99
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.59
28042 - Carnival Equipment Repairer	14.63
28043 - Carnival Equipment Worker	9.24
28210 - Gate Attendant/Gate Tender	13.01
28310 - Lifeguard	11.59
28350 - Park Attendant (Aide)	14.56
28510 - Recreation Aide/Health Facility Attendant	10.62
28515 - Recreation Specialist	18.04
28630 - Sports Official	11.59
28690 - Swimming Pool Operator	18.21
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	23.13
29020 - Hatch Tender	23.13
29030 - Line Handler	23.13
29041 - Stevedore I	21.31
29042 - Stevedore II	24.24
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	38.00
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	26.21
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.86
30021 - Archeological Technician I	18.93
30022 - Archeological Technician II	21.11
30023 - Archeological Technician III	27.56
30030 - Cartographic Technician	27.56
30040 - Civil Engineering Technician	24.01
30061 - Drafter/CAD Operator I	19.89
30062 - Drafter/CAD Operator II	22.25
30063 - Drafter/CAD Operator III	24.80
30064 - Drafter/CAD Operator IV	30.52
30081 - Engineering Technician I	21.63
30082 - Engineering Technician II	24.29
30083 - Engineering Technician III	27.17
30084 - Engineering Technician IV	33.66
30085 - Engineering Technician V	41.16
30086 - Engineering Technician VI	49.81
30090 - Environmental Technician	24.92
30210 - Laboratory Technician	23.38
30240 - Mathematical Technician	28.94
30361 - Paralegal/Legal Assistant I	21.36
30362 - Paralegal/Legal Assistant II	26.47
30363 - Paralegal/Legal Assistant III	32.36
30364 - Paralegal/Legal Assistant IV	39.16
30390 - Photo-Optics Technician	27.56
30461 - Technical Writer I	21.84
30462 - Technical Writer II	26.70
30463 - Technical Writer III	32.31
30491 - Unexploded Ordnance (UXO) Technician I	24.15
30492 - Unexploded Ordnance (UXO) Technician II	29.22
30493 - Unexploded Ordnance (UXO) Technician III	35.03
30494 - Unexploded (UXO) Safety Escort	24.15
30495 - Unexploded (UXO) Sweep Personnel	24.15
30620 - Weather Observer, Combined Upper Air Or Surface Programs (see 2)	24.80
30621 - Weather Observer, Senior (see 2)	27.56
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	13.02
31030 - Bus Driver	18.95

31043 - Driver Courier	12.71
31260 - Parking and Lot Attendant	10.07
31290 - Shuttle Bus Driver	14.69
31310 - Taxi Driver	13.98
31361 - Truckdriver, Light	14.69
31362 - Truckdriver, Medium	17.18
31363 - Truckdriver, Heavy	18.42
31364 - Truckdriver, Tractor-Trailer	18.42
99000 - Miscellaneous Occupations	
99030 - Cashier	10.03
99050 - Desk Clerk	11.58
99095 - Embalmer	23.05
99251 - Laboratory Animal Caretaker I	11.30
99252 - Laboratory Animal Caretaker II	12.35
99310 - Mortician	31.73
99410 - Pest Controller	16.01
99510 - Photofinishing Worker	12.75
99710 - Recycling Laborer	16.82
99711 - Recycling Specialist	20.65
99730 - Refuse Collector	14.91
99810 - Sales Clerk	12.09
99820 - School Crossing Guard	13.43
99830 - Survey Party Chief	21.94
99831 - Surveying Aide	13.63
99832 - Surveying Technician	20.85
99840 - Vending Machine Attendant	14.43
99841 - Vending Machine Repairer	18.73
99842 - Vending Machine Repairer Helper	14.43

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.35 per hour or \$134.00 per week or \$580.66 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.

400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

- (1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;
- (2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;
- (3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or
- (4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives.

Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A link to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized

representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.