SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NO. HR-10-709-001, HR-10-709				PAGE 1 OF 82
2. CONTRACT NO. NRC-38-10-709	3. AWARD/EFFECTIVE DATE June 01, 2010	4. ORDER NO.	5. SOLICITATION NUMBER RS-38-09-727	6. SOLICITATION ISSUE DATE 12/17/2009
7. FOR SOLICITATION INFORMATION CALL:	a. NAME		b. TELEPHONE NO. (No Collect Calls)	8. OFFER DUE DATE/LOCAL TIME

9. ISSUED BY CODE 3100
U.S. Nuclear Regulatory Commission
Div. of Contracts
Attn: Mark Lohrmann 301 492 3461
Mail Stop: TWB-01-B10M
Washington, DC 20555

10. THIS ACQUISITION IS
[X] UNRESTRICTED OR [ ] SET ASIDE: % FOR:
[ ] SMALL BUSINESS [ ] EMERGING SMALL BUSINESS
[ ] HUBZONE SMALL BUSINESS
[ ] SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS [ ] 8(A)
NAICS: 621498
SIZE STANDARD: $10,000,000

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
[ ] SEE SCHEDULE

12. DISCOUNT TERMS N/A

[ ] 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING N/A

14. METHOD OF SOLICITATION
[ ] RFQ [ ] IFB [X] RFP

15. DELIVER TO CODE
U.S. Nuclear Regulatory Commission
11545 Rockville Pike
Two White Flint North

Washington DC 20555

16. ADMINISTERED BY CODE 3100
U.S. Nuclear Regulatory Commission
Div. of Contracts
Mail Stop: TWB-01-B10M

Washington, DC 20555

17a. CONTRACTOR/OFFEROR CODE FACILITY CODE
Take Care Health Employer Solutions, LLC
DBA Take Care Health Systems
205 Miller Springs Ct.
Franklin, TN 37064

TELEPHONE NO. 1-800-572-6650 DUNS: 945837425

[ ] 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18a. PAYMENT WILL BE MADE BY CODE 3100
Department of Interior / NBC
NRCPayments@nbc.gov
Attn: Fiscal Services Branch - D2770
7301 W. Mansfield Avenue
Denver CO 80235-2230

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED
[ ] SEE ADDENDUM

See CONTINUATION Page

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	The contractor shall provide the U.S. Nuclear Regulatory Commission (NRC) "Technical Assistance for Employee Health Services" as described in Section B.5 "Statement of Work" and in accordance with the terms and conditions of the awarded contract. Period of Performance: One year from date of award; plus four(4) one year option periods. Base Year $1,059,957 Option Year 1 $1,089,506 Option Year 2 $1,119,884 Option Year 3 $1,151,113 Option Year 4 $1,183,216 Total Contract $5,603,676 NRC Project Officer: Jeanne Dempsey See section B.1 for the price/cost schedule				

(Use Reverse and/or Attach Additional Sheets as Necessary)

25. ACCOUNTING AND APPROPRIATION DATA See Section B.3 CONSIDERATION AND OBLIGATION

26. TOTAL AWARD AMOUNT (For Govt. Use Only) $5,603,676

[ ] 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED.

[X] 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA [ ] ARE [X] ARE NOT ATTACHED

[X] 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

[ ] 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 John Mann

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) Sheila Bumpass

30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) John Mann Vice President

30c. DATE SIGNED 6-14-10

31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Sheila Bumpass Contracting Officer

31c. DATE SIGNED 5/28/2010

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV. 3/2005)
Prescribed by GSA - FAR (48 CFR) 53.212

SUNSI REVIEW COMPLETE

LEGAL MBT 25 REVIEW

TEMPLATE - ADM001

JUL 2 2010

ADM002

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SECTION B – SERVICES and PRICE/COSTS

B.1 BRIEF DESCRIPTION and PRICE/COST SCHEDULE

The Contractor shall provide services for the operation of the NRC HQ Health Center and agency wide wellness, occupational health and safety programs in accordance with B.5 Statement of Work for the contract period of performance at the prices/costs as set forth below.

BASE PERIOD: 6/01/2010 – 5/31/2011

CLIN	Description	Est. Qty.	Unit	Unit price	Total
1 FP	**Task 1 Post Award Meeting** **4.1.1 REQUIREMENT:** The contractor's Program Manager, Contracting/Business representative and key personnel shall attend a post award kick-off meeting within 5 business days after contract award or upon security clearance authorization	1	Ea	$0	Costs covered under CLIN 2
2 FP	**Task 2 Headquarters On-site Health Center** **4.2.1 REQUIREMENT:** The contractor shall manage and operate the Headquarters On-site Health Center. The contractor shall provide a wide range of emergency and non-emergency occupational health care to include direct medical treatment, physical examinations, fitness for duty exams, respirator certifications, prevention and wellness services such as counseling in nutrition, stress management, health counseling, health promotion and non occupational treatment. The contractor shall also be responsible for maintenance of all medical records. See Section 4.2 for description of work required under this CLIN .	12	Mo.	$74,306.93	$891,683.14
3 FP	**Task 2a Headquarters On-site Health Center**: Additional visits beyond estimated quantity under line item 2 **4.2.1 REQUIREMENT:** The contractor shall manage and operate the Headquarters On-site Health Center. The contractor shall provide a wide range of emergency and non-emergency occupational health care to include direct medical treatment, physical examinations, fitness for duty exams, respirator certifications, prevention and wellness services such as counseling in nutrition, stress management, health counseling, health promotion and non occupational treatment. The contractor shall also be responsible for maintenance of all medical records. See Section 4.2 for description of work required under this CLIN .	120	Ea	$48.97	$5,875.99
4 CR	**Task 3 Equipment, Maintenance, Calibrations, Repairs, and Replacements** **4.3.1 REQUIREMENT:** The contractor shall provide all materials necessary to and shall maintain, calibrate, and repair, all medical equipment used in the NRC employee health center. Costs will be reimbursed for actual costs only, Note: back up documentation/ receipts must be attached to the invoice..	NOT-TO-EXCEED (NTE)			$5,000
5 FP	**Task 4 Reports** **4.4.1 REQUIREMENT:** The contractor shall submit Monthly	12	Month	$ 0	$0 Costs covered

	Work Achievement Reports to the Project Officer and Contracting Officer via electronic mail, on or before the tenth day of each month.				under CLIN 2
6 FP	**Task 5 <u>Quality Assurance Reports</u>** **4.5.1 REQUIREMENT:** The contractor shall submit quarterly quality assurance reports via electronic mail, to the NRC PO.	4	Ea	$ 0	$0 Costs covered under CLIN 2
7 FP	**Task 6 <u>Marketing Plan</u>** **4.6.1 REQUIREMENT:** The contractor is responsible for marketing during the performance of all tasks and shall submit quarterly marketing reports via electronic mail, to the NRC PO.	4	Ea	$1,243.62	$4,974.48
8 FP	**Task 7 <u>Other records and Special Reports</u>** **4.7.1 REQUIREMENT:** The contractor shall be required to prepare reports other than those specified in the above line items, such as usage or demographic statistics. The contractor shall submit the report to the NRC PO by the due date. Please see Attachment 2 for a list of other additional reports that might be required pursuant to this CLIN and section 4.7.1.	4	Ea	$ 0	$0 Costs covered under CLIN 2
9 FP	**Task 8 Coordination of the agency-wide health promotion program** **4.8.1 REQUIREMENT:** The contractor shall conduct programs for headquarters and regional office employees at their office location. These services will also be available to remote employees at their corresponding regional office location. The contractor shall provide upto four different standardized health promotion programs tailored for the NRC population each calendar year. Approximately one program per quarter is conducted. Comparable information shall be provided to TTC employees and to residents in written or video format. The contractor shall also make available handout material on various health issues and contribute written educational and health program promotional material for use in agency newsletters, brochures, intranet, and bulletin board displays.				
9a	Headquarters	4	Ea	$990.22	$3,960.88
9b	Region 1 –King of Prussia, PA	4	Ea	$69.98	$279.90
9c	Region 2 – Atlanta, GA	4	Ea	$84.83	$339.32
9d	Region 3 – Lisle, IL	4	Ea	$65.35	$261.42
9e	Region 4 – Arlington, TX	4	Ea	$56.44	$225.77
9f	Technical Training Ctr. (TTC), Chattanooga, TN and Remote Employees	4	Ea	$83.18	$332.71

10 FP	**Task 9 Coordination of the agency-wide employee health maintenance and disease prevention program** The contractor shall conduct a Primary Disease Prevention/Detection Program for NRC employees at the Headquarters location in Rockville, Maryland. The contractor shall also conduct programs for regional offices and Technical Training Center employees either at their office location, when possible, or at a location within a 15 minute drive from the employee's worksite. These services will also be available to remote employees at their corresponding regional office location.				
10a	Headquarters	4	Ea	$8,940.38	$35,761.50
10b	Region 1 –King of Prussia, PA	4	Ea	$2,037.24	$8,148.94
10c	Region 2 – Atlanta, GA	4	Ea	$2,450.28	$9,801.11
10d	Region 3 – Lisle, IL	4	Ea	$1,908.73	$7,634.92
10e	Region 4 – Arlington, TX	4	Ea	$1,660.91	$6,643.63
10f	Technical Training Ctr. (TTC), Chattanooga, TN and Remote Employees	4	Ea	$2,404.38	$9,617.54
11 FP	**Task 10 Hearing Exams** **4.10.1 REQUIREMENT:** The contractor shall conduct hearing exams for NRC inspectors and other designated employees as noted in section B.4.	800	Ea	$77.87	$62,297.81
12 FP	**Task 11 Annual Health Fair** **4.11.1 REQUIREMENT:** The contractor shall plan, coordinate and conduct an annual health fair at the NRC Headquarters location.	1	Ea	$1,617.84	$1,617.84
13 CR	**Estimated Travel Cost -** The government will pay up to the rates specified in the Government Federal Travel Regulations (FTR) for travel destination. Hotel reservations will be made by the contractor and will be reimbursed for actual costs only, with back up documentation/ receipts attached to the invoice. NO PAYMENT WILL BE MADE WITHOUT BACK UP DOCUMENTATION/ RECEIPTS. Travel will be paid at cost and no fee	1. See Sect. C.27	Lot	NTE $5,500	NTE $5,500
				TOTAL FOR BASE YEAR	**$1,059,957**

FP- Fixed unit price requirement type CLIN
CR- represents cost reimbursement CLIN

OPTION YEAR 1 PERIOD: Twelve (12) months.

CLIN	Description	Est. Qty.	Unit	Unit price	Total
14 FP	**Task 2 Headquarters On-site Health Center** **4.2.1 REQUIREMENT:** The contractor shall manage and operate the Headquarters On-site Health Center. The contractor shall provide a wide range of emergency and non-emergency occupational health care to include direct medical treatment, physical examinations, fitness for duty exams, respirator certifications, prevention and wellness services such as counseling in nutrition, stress management, health counseling, health promotion and non occupational treatment. The contractor shall also be responsible for maintenance of all medical records. See Section 4.2 for description of work required under this CLIN	12	month	$76,387.52	$916,650.27
15 FP	**Task 2a Headquarters On-site Health Center**: Additional visits beyond estimated quantity under line item 2 **4.2.1 REQUIREMENT:** The contractor shall manage and operate the Headquarters On-site Health Center. The contractor shall provide a wide range of emergency and non-emergency occupational health care to include direct medical treatment, physical examinations, fitness for duty exams, respirator certifications, prevention and wellness services such as counseling in nutrition, stress management, health counseling, health promotion and non occupational treatment. The contractor shall also be responsible for maintenance of all medical records. See Section 4.2 for description of work required under this CLIN	120	Ea	$50.34	$6,040.52
16 CR	**Task 3 Equipment, Maintenance, Calibrations, Repairs, and Replacements** **4.3.1 REQUIREMENT:** The contractor shall provide all materials necessary to and shall maintain, calibrate, and repair, all medical equipment used in the NRC employee health center. Costs will be reimbursed for actual costs only, with back up documentation/ receipts attached to the invoice. NO PAYMENT WILL BE MADE WITHOUT BACK UP DOCUMENTATION/ RECEIPTS.	NOT-TO-EXCEED			$5,000
17 FP	**Task 4 Reports**	12	Month	$ 0	$0

	4.4.1 REQUIREMENT: The contractor shall submit Monthly Work Achievement Reports to the Project Officer and Contracting Officer via electronic mail, on or before the tenth day of each month.				Costs covered under CLIN 15
18 FP	**Task 5 <u>Quality Assurance Reports</u>** **4.5.1 REQUIREMENT:** The contractor shall submit quarterly quality assurance reports via electronic mail, to the NRC PO.	4	Ea	$ 0	$0 Costs covered under CLIN 15
19 FP	**Task 6 <u>Marketing Plan</u>** **4.6.1 REQUIREMENT:** The contractor is responsible for marketing during the performance of all tasks and shall submit quarterly marketing reports via electronic mail, to the NRC PO.	4	Ea	$1,278.44	$5,113.76
20 FP	**Task 7 <u>Other records and Special Reports</u>** **4.7.1 REQUIREMENT:** The contractor shall be required to prepare reports other than those specified in the above line items, such as usage or demographic statistics. The contractor shall submit the report to the NRC PO by the due date. Please see Attachment 2 for a list of other additional reports that might be required pursuant to this CLIN and section 4.7.1.	4	Ea	$ 0	$0 Costs covered under CLIN 15
21 FP	**Task 8 Coordination of the agency-wide health promotion program** **4.8.1 REQUIREMENT:** The contractor shall conduct programs for headquarters and regional office employees at their office location. These services will also be available to remote employees at their corresponding regional office location. The contractor shall provide upto four different standardized health promotion programs tailored for the NRC population each calendar year. Approximately one program per quarter is conducted. Comparable information shall be provided to TTC employees and to residents in written or video format. The contractor shall also make available handout material on various health issues and contribute written educational and health program promotional material for use in agency newsletters,				
21a	brochures, intranet, and bulletin board displays.	4	Ea	$1,017.95	$4,071.78
21b	Headquarters	4	Ea	$71.93	$287.74
21c					

21d	Region 1 –King of Prussia, PA	4	Ea	$87.20	$348.82
21e	Region 2 – Atlanta, GA	4	Ea	$67.18	$268.74
21f	Region 3 – Lisle, IL	4	Ea	$58.02	$232.09
	Region 4 – Arlington, TX	4	Ea	$85.51	$342.03
	Technical Training Ctr. (TTC), Chattanooga, TN and Remote Employees				
22 FP	**Task 9 Coordination of the agency-wide employee health maintenance and disease prevention program** The contractor shall conduct a Primary Disease Prevention/Detection Program for NRC employees at the Headquarters location in Rockville, Maryland. The contractor shall also conduct programs for regional offices and Technical Training Center employees either at their office location, when possible, or at a location within a 15 minute drive from the employee's worksite. These services will also be available to remote employees at their corresponding regional office location.				
22a	Headquarters	4	Ea	$9,190.71	$36,762.82
22b	Region 1 –King of Prussia, PA	4	Ea	$2,094.28	$8,377.11
22c	Region 2 – Atlanta, GA	4	Ea	$2,518.89	$10,075.54
22d	Region 3 – Lisle, IL	4	Ea	$1,962.18	$7,848.71
22e	Region 4 – Arlington, TX	4	Ea	$1,707.41	$6,829.65
22f	Technical Training Ctr. (TTC), Chattanooga, TN and Remote Employees	4	Ea	$2,471.71	$9,886.83
23 FP	**Task 10 Hearing Exams** **4.10.1 REQUIREMENT:** The contractor shall conduct hearing exams for NRC inspectors and other designated employees as noted in section B.4.	800	Ea	$80.05	$64,042.15
24 FP	**Task 11 Annual Health Fair** **4.11.1 REQUIREMENT:** The contractor shall plan, coordinate and conduct an annual health fair at the NRC Headquarters location.	1	Ea	$1,663.14	$1,663.14
25 CR	**Estimated Travel Cost** - The government will pay up to the rates specified in the Government Federal Travel Regulations (FTR) for travel destination. Hotel reservations will be made by the contractor	1 See Sect. C.27	Lot	NTE $5,665	NTE $5,665

	and will be reimbursed for actual costs only, with back up documentation/ receipts attached to the invoice. NO PAYMENT WILL BE MADE WITHOUT BACK UP DOCUMENTATION/ RECEIPTS. Travel will be paid at cost and no fee					
					TOTAL FOR OPTION YEAR 1	$1,089,506

FP- Fixed unit price requirement type CLIN
CR- represents cost reimbursement CLIN

OPTION YEAR 2 PERIOD: Twelve (12) months.

CLIN	Description	Est. Qty.	Unit	Unit price	Total
26 FP	**Task 2** **Headquarters On-site Health Center** **4.2.1 REQUIREMENT:** The contractor shall manage and operate the Headquarters On-site Health Center. The contractor shall provide a wide range of emergency and non-emergency occupational health care to include direct medical treatment, physical examinations, fitness for duty exams, respirator certifications, prevention and wellness services such as counseling in nutrition, stress management, health counseling, health promotion and non occupational treatment. The contractor shall also be responsible for maintenance of all medical records. See Section 4.2 for description of work required under this CLIN .	12	month	$78,526.37	$942,316.48
27 FP	**Task 2a** **Headquarters On-site Health Center**: Additional visits beyond estimated quantity under line item 2 **4.2.1 REQUIREMENT:** The contractor shall manage and operate the Headquarters On-site Health Center. The contractor shall provide a wide range of emergency and non-emergency occupational health care to include direct medical treatment, physical examinations, fitness for duty exams, respirator certifications, prevention and wellness services such as counseling in nutrition, stress management, health counseling, health promotion and non occupational treatment. The contractor shall also be responsible for maintenance of all medical records. See Section 4.2 for description of work required under this CLIN .	120	Ea	$51.75	$6,209.66
28 CR	**Task 3** **Equipment, Maintenance, Calibrations, Repairs, and Replacements** **4.3.1 REQUIREMENT:** The contractor shall provide all materials necessary to and shall maintain, calibrate, and repair, all medical equipment used in the NRC employee health center. Costs will be reimbursed for actual costs only, with back up documentation/ receipts attached to the invoice. NO PAYMENT WILL BE MADE WITHOUT BACK UP DOCUMENTATION/ RECEIPTS.	NOT-TO-EXCEED			$5,000
29 FP	**Task 4** **Reports** **4.4.1 REQUIREMENT:** The contractor shall submit	12	Month	$ 0	$0 Costs covered

	Monthly Work Achievement Reports to the Project Officer and Contracting Officer via electronic mail, on or before the tenth day of each month.				under CLIN 28
30 FP	**Task 5 Quality Assurance Reports** **4.5.1 REQUIREMENT:** The contractor shall submit quarterly quality assurance reports via electronic mail, to the NRC PO.	4	Ea	$ 0	$0 Costs covered under CLIN 28
31 FP	**Task 6 Marketing Plan** **4.6.1 REQUIREMENT:** The contractor is responsible for marketing during the performance of all tasks and shall submit quarterly marketing reports via electronic mail, to the NRC PO.	4	Ea	$1,314.24	$5,256.95
32 FP	**Task 7 Other records and Special Reports** **4.7.1 REQUIREMENT:** The contractor shall be required to prepare reports other than those specified in the above line items, such as usage or demographic statistics. The contractor shall submit the report to the NRC PO by the due date. Please see Attachment 2 for a list of other additional reports that might be required pursuant to this CLIN and section 4.7.1.	4	Ea	$ 0	$0 Costs covered under CLIN 28
33 FP	**Task 8 Coordination of the agency-wide health promotion program** **4.8.1 REQUIREMENT:** The contractor shall conduct programs for headquarters and regional office employees at their office location. These services will also be available to remote employees at their corresponding regional office location. The contractor shall provide upto four different standardized health promotion programs tailored for the NRC population each calendar year. Approximately one program per quarter is conducted. Comparable information shall be provided to TTC employees and to residents in written or video format. The contractor shall also make available handout material on various health issues and contribute written educational and health program promotional material for use in agency newsletters, brochures, intranet, and bulletin board displays.				
33a	Headquarters	4	Ea	$1,046.45	$4,185.79
33b	Region 1 –King of Prussia, PA	4	Ea	$73.95	$295.80
33c	Region 2 – Atlanta, GA	4	Ea	$89.65	$358.58
33d	Region 3 – Lisle, IL	4	Ea	$69.07	$276.26
33e	Region 4 – Arlington, TX	4	Ea	$59.65	$238.59
33f	Technical Training Ctr. (TTC), Chattanooga, TN and Remote Employees	4	Ea	$87.90	$351.61

34 FP	**Task 9 Coordination of the agency-wide employee health maintenance and disease prevention program** The contractor shall conduct a Primary Disease Prevention/Detection Program for NRC employees at the Headquarters location in Rockville, Maryland. The contractor shall also conduct programs for regional offices and Technical Training Center employees either at their office location, when possible, or at a location within a 15 minute drive from the employee's worksite. These services will also be available to remote employees at their corresponding regional office location.				
34a	Headquarters	4	Ea	$9,448.05	$37,792.18
34b	Region 1 –King of Prussia, PA	4	Ea	$2,152.92	$8,611.67
34c	Region 2 – Atlanta, GA	4	Ea	$2,589.41	$10,357.66
34d	Region 3 – Lisle, IL	4	Ea	$2,017.12	$8,068.47
34e	Region 4 – Arlington, TX	4	Ea	$1,755.22	$7,020.88
34f	Technical Training Ctr. (TTC), Chattanooga, TN and Remote Employees	4	Ea	$2,540.91	$10,163.66
35 FP	**Task 10 Hearing Exams** **4.10.1 REQUIREMENT:** The contractor shall conduct hearing exams for NRC inspectors and other designated employees as noted in section B.4.	800	Ea	$82.29	$65,835.33
36 FP	**Task 11 Annual Health Fair** **4.11.1 REQUIREMENT:** The contractor shall plan, coordinate and conduct an annual health fair at the NRC Headquarters location.	1	Ea	$1,709.71	$1,709.71
37 CR	**Estimated Travel Cost -** The government will pay up to the rates specified in the Government Federal Travel Regulations (FTR) for travel destination. Hotel reservations will be made by the contractor and will be reimbursed for actual costs only, with back up documentation/ receipts attached to the invoice. NO PAYMENT WILL BE MADE WITHOUT BACK UP DOCUMENTATION/ RECEIPTS. Travel will be paid at cost and no fee	1 See Sect. C.27	Lot	NTE $5,835	NTE $5,835
				TOTAL FOR OPTION YEAR 2	**$1,119,884**

FP- Fixed unit price requirement type CLIN
CR- represents cost reimbursement CLIN

OPTION YEAR 3 PERIOD: Twelve (12) months.

CLIN	Description	Est. Qty.	Unit	Unit price	Total
38 FP	**Task 2 Headquarters On-site Health Center** **4.2.1 REQUIREMENT:** The contractor shall manage and operate the Headquarters On-site Health Center. The contractor shall provide a wide range of emergency and non-emergency occupational health care to include direct medical treatment, physical examinations, fitness for duty exams, respirator certifications, prevention and wellness services such as counseling in nutrition, stress management, health counseling, health promotion and non occupational treatment. The contractor shall also be responsible for maintenance of all medical records. See Section 4.2 for description of work required under this CLIN	12	month	$80,725.11	$968,701.34
39 FP	**Task 2a Headquarters On-site Health Center**: Additional visits beyond estimated quantity under line item 2 **4.2.1 REQUIREMENT:** The contractor shall manage and operate the Headquarters On-site Health Center. The contractor shall provide a wide range of emergency and non-emergency occupational health care to include direct medical treatment, physical examinations, fitness for duty exams, respirator certifications, prevention and wellness services such as counseling in nutrition, stress management, health counseling, health promotion and non occupational treatment. The contractor shall also be responsible for maintenance of all medical records. See Section 4.2 for description of work required under this CLIN	120	Ea	$53.20	$6,383.53
40 CR	**Task 3 Equipment, Maintenance, Calibrations, Repairs, and Replacements** **4.3.1 REQUIREMENT:** The contractor shall provide all materials necessary to and shall maintain, calibrate, and repair, all medical equipment used in the NRC employee health center. Costs will be reimbursed for actual costs only, with back up documentation/ receipts attached to the invoice. NO PAYMENT WILL BE MADE WITHOUT BACK UP DOCUMENTATION/ RECEIPTS.	NOT-TO-EXCEED			$5,000
41 FP	**Task 4 Reports** **4.4.1 REQUIREMENT:** The contractor shall submit Monthly Work Achievement Reports to the Project Officer and Contracting Officer via electronic mail, on or before the tenth day of each month.	12	Month	$ 0	$0 Costs covered under CLIN 41
42 FP	**Task 5 Quality Assurance Reports** **4.5.1 REQUIREMENT:** The contractor shall submit quarterly quality assurance reports via electronic mail, to the NRC PO.	4	Ea	$ 0	$0 Costs covered under CLIN 41
43 FP	**Task 6 Marketing Plan**	4	Ea	$1,351.04	$

	4.6.1 REQUIREMENT: The contractor is responsible for marketing during the performance of all tasks and shall submit quarterly marketing reports via electronic mail, to the NRC PO.				
44 FP	**Task 7 <u>Other records and Special Reports</u>** **4.7.1 REQUIREMENT:** The contractor shall be required to prepare reports other than those specified in the above line items, such as usage or demographic statistics. The contractor shall submit the report to the NRC PO by the due date. Please see Attachment 2 for a list of other additional reports that might be required pursuant to this CLIN and section 4.7.1.	4	Ea	$0	$0 Costs covered under CLIN 41
45 FP	**Task 8 Coordination of the agency-wide health promotion program** **4.8.1 REQUIREMENT:** The contractor shall conduct programs for headquarters and regional office employees at their office location. These services will also be available to remote employees at their corresponding regional office location. The contractor shall provide upto four different standardized health promotion programs tailored for the NRC population each calendar year. Approximately one program per quarter is conducted. Comparable information shall be provided to TTC employees and to residents in written or video format. The contractor shall also make available handout material on various health issues and contribute written educational and health program promotional material for use in agency newsletters, brochures, intranet, and bulletin board displays.				
45a	Headquarters	4	Ea	$1,075.75	$4,303.00
45b	Region 1 –King of Prussia, PA	4	Ea	$76.02	$304.08
45c	Region 2 – Atlanta, GA	4	Ea	$92.16	$368.62
45d	Region 3 – Lisle, IL	4	Ea	$71.00	$284.00
45e	Region 4 – Arlington, TX	4	Ea	$61.32	$245.27
45f	Technical Training Ctr. (TTC), Chattanooga, TN and Remote Employees	4	Ea	$90.36	$361.45
46 FP	**Task 9 Coordination of the agency-wide employee health maintenance and disease prevention program** The contractor shall conduct a Primary Disease Prevention/Detection Program for NRC employees at the Headquarters location in Rockville, Maryland. The contractor shall also conduct programs for regional offices and Technical Training Center employees either at their office location, when possible, or at a location within a 15 minute drive from the employee's worksite. These services will also be available to remote employees at their				

	corresponding regional office location.				
46a	Headquarters	4	Ea	$9,712.59	$38,850.80
46b	Region 1 –King of Prussia, PA	4	Ea	$2,213.20	$8,852.80
46c	Region 2 – Atlanta, GA	4	Ea	$2,661.92	$10,647.67
46d	Region 3 – Lisle, IL	4	Ea	$2,073.60	$8,294.39
46e	Region 4 – Arlington, TX	4	Ea	$1,804.37	$7,217.47
46f	Technical Training Ctr. (TTC), Chattanooga, TN and Remote Employees	4	Ea	$2,612.06	$10,448.24
47 FP	**Task 10 Hearing Exams** **4.10.1 REQUIREMENT:** The contractor shall conduct hearing exams for NRC inspectors and other designated employees as noted in section B.4.	800	Ea	$84.60	$67,678.72
48 FP	**Task 11 Annual Health Fair** **4.11.1 REQUIREMENT:** The contractor shall plan, coordinate and conduct an annual health fair at the NRC Headquarters location.	1	Ea	$1,757.58	$1,757.58
49 CR	**Estimated Travel Cost** - The government will pay up to the rates specified in the Government Federal Travel Regulations (FTR) for travel destination. Hotel reservations will be made by the contractor and will be reimbursed for actual costs only, with back up documentation/ receipts attached to the invoice. NO PAYMENT WILL BE MADE WITHOUT BACK UP DOCUMENTATION/ RECEIPTS. Travel will be paid at cost and no fee.	1 See Sect. C.27	Lot	NTE **$6,010**	**NTE $6,010**
				TOTAL FOR OPTION YEAR 3	**$1,151,113**

FP- Fixed unit price requirement type CLIN
CR- represents cost reimbursement CLIN

OPTION YEAR 4 PERIOD: Twelve (12) months.

CLIN	Description	Est. Qty.	Unit	Unit price	Total
50 FP	**Task 2** **<u>Headquarters On-site Health Center</u>** **4.2.1 REQUIREMENT:** The contractor shall manage and operate the Headquarters On-site Health Center. The contractor shall provide a wide range of emergency and non-emergency occupational health care to include direct medical treatment, physical examinations, fitness for duty exams, respirator certifications, prevention and wellness services such as counseling in nutrition, stress management, health counseling, health promotion and non occupational treatment. The contractor shall also be	12	month	$82,985.41	$995,824.97

	responsible for maintenance of all medical records. See Section 4.2 for description of work required under this CLIN .				
51 FP	**Task 2a** **Headquarters On-site Health Center**: Additional visits beyond estimated quantity under line item 2 **4.2.1 REQUIREMENT:** The contractor shall manage and operate the Headquarters On-site Health Center. The contractor shall provide a wide range of emergency and non-emergency occupational health care to include direct medical treatment, physical examinations, fitness for duty exams, respirator certifications, prevention and wellness services such as counseling in nutrition, stress management, health counseling, health promotion and non occupational treatment. The contractor shall also be responsible for maintenance of all medical records. See Section 4.2 for description of work required under this CLIN .	120	Ea	$54.69	$6,562.27
52 CR	**Task 3** **Equipment, Maintenance, Calibrations, Repairs, and Replacements** **4.3.1 REQUIREMENT:** The contractor shall provide all materials necessary to and shall maintain, calibrate, and repair, all medical equipment used in the NRC employee health center. Costs will be reimbursed for actual costs only, with back up documentation/ receipts attached to the invoice. NO PAYMENT WILL BE MADE WITHOUT BACK UP DOCUMENTATION/ RECEIPTS.	NOT-TO-EXCEED			$5,000
53 FP	**Task 4** **Reports** **4.4.1 REQUIREMENT:** The contractor shall submit Monthly Work Achievement Reports to the Project Officer and Contracting Officer via electronic mail, on or before the tenth day of each month.	12	Month	$0	$0 Costs covered under CLIN 54
54 FP	**Task 5** **Quality Assurance Reports** **4.5.1 REQUIREMENT:** The contractor shall submit quarterly quality assurance reports via electronic mail, to the NRC PO.	4	Ea	$0	$0 Costs covered under CLIN 54
55 FP	**Task 6** **Marketing Plan** **4.6.1 REQUIREMENT:** The contractor is responsible for marketing during the performance of all tasks and shall submit quarterly marketing reports via electronic mail, to the NRC PO.	4	Ea	$1,388.87	$5,555.46
56 FP	**Task 7** **Other records and Special Reports** **4.7.1 REQUIREMENT:** The contractor shall be required to prepare reports other than those specified in the above line items, such as usage or demographic statistics. The contractor shall submit the report to the NRC PO by the due date. Please see Attachment 2 for a list of other additional reports that might be required pursuant to this CLIN and section 4.7.1.	4	Ea	$0	$0 Costs covered under CLIN 54
57 FP	**Task 8 Coordination of the agency-wide health promotion program**				

	4.8.1 REQUIREMENT: The contractor shall conduct programs for headquarters and regional office employees at their office location. These services will also be available to remote employees at their corresponding regional office location. The contractor shall provide upto four different standardized health promotion programs tailored for the NRC population each calendar year. Approximately one program per quarter is conducted. Comparable information shall be provided to TTC employees and to residents in written or video format. The contractor shall also make available handout material on various health issues and contribute written educational and health program promotional material for use in agency newsletters, brochures, intranet, and bulletin board displays.				
57a	Headquarters	4	Ea	$1,105.87	$4,423.48
57b	Region 1 –King of Prussia, PA	4	Ea	$78.15	$312.59
57c	Region 2 – Atlanta, GA	4	Ea	$94.74	$378.94
57d	Region 3 – Lisle, IL	4	Ea	$72.99	$291.95
57e	Region 4 – Arlington, TX	4	Ea	$63.03	$252.14
57f	Technical Training Ctr. (TTC), Chattanooga, TN and Remote Employees	4	Ea	$92.89	$371.57
58 FP	**Task 9 Coordination of the agency-wide employee health maintenance and disease prevention program** The contractor shall conduct a Primary Disease Prevention/Detection Program for NRC employees at the Headquarters location in Rockville, Maryland. The contractor shall also conduct programs for regional offices and Technical Training Center employees either at their office location, when possible, or at a location within a 15 minute drive from the employee's worksite. These services will also be available to remote employees at their corresponding regional office location.				
58a	Headquarters	4	Ea	$9,984.54	$39,938.17
58b	Region 1 –King of Prussia, PA	4	Ea	$2,275.17	$9,100.68
58c	Region 2 – Atlanta, GA	4	Ea	$2,736.45	$10,945.81
58d	Region 3 – Lisle, IL	4	Ea	$2,131.66	$8,526.63
58e	Region 4 – Arlington, TX	4	Ea	$1,854.89	$7,419.56
58f	Technical Training Ctr. (TTC), Chattanooga, TN and Remote Employees	4	Ea	$2,685.20	$10,740.79
59 FP	**Task 10 Hearing Exams**	800	Ea	$86.97	$69,573.72

	4.10.1 REQUIREMENT: The contractor shall conduct hearing exams for NRC inspectors and other designated employees as noted in section B.4.				
60 FP	**Task 11 Annual Health Fair** **4.11.1 REQUIREMENT:** The contractor shall plan, coordinate and conduct an annual health fair at the NRC Headquarters location.	1	Ea	$1,806.79	$1,806.79
61 CR	**Estimated Travel Cost** - The government will pay up to the rates specified in the Government Federal Travel Regulations (FTR) for travel destination. Hotel reservations will be made by the contractor and will be reimbursed for actual costs only, with back up documentation/ receipts attached to the invoice. NO PAYMENT WILL BE MADE WITHOUT BACK UP DOCUMENTATION/ RECEIPTS. Travel will be paid at cost and no fee.	1 See Sect. C.27	Lot	NTE $6,190.00	NTE $6,190.00
				TOTAL FOR OPTION YEAR 4	**$1,183,216**

TOTAL FOR BASE PERIOD AND OPTION YEARS: $5,603,676

FP- Fixed unit price requirement type CLIN
CR- represents cost reimbursement CLIN

B.2 HYBRID CONTRACT TYPE

The contract type is a hybrid containing: Fixed Price and Cost Reimbursement line items.

a. The contract contains mixed contract types, to include firm fixed price and cost reimbursement Contract Line Items (CLINs).

b. CLINs designated with an "FP" to the left of the citation number are applicable to FIXED UNIT PRICE contract line items only. CLINs designated with "CR" to the left of the citation number are applicable to cost reimbursable contract line items only.

c. For the Cost Reimbursable CLINs, found for Task 3 and for Travel costs, the contractor will be reimbursed for actual costs only and backup documentation/receipts must be submitted. For Travel costs, 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.3 CONSIDERATION AND OBLIGATION – HYBRID CONTRACT

a. The total price of this contract (ceiling) for the products/services ordered, delivered, and accepted under this contract is $5,603,676 which covers the base period and option periods. The contract may be incrementally funded with appropriated funds to the extent noted in Section B.1 PRICE/COST SCHEDULE.

b. The total price for the base period is $1,059,957 of which $1,049,457 is for the firm fixed price portion and $10,500 is for the cost reimbursement portion.

c. The amount currently obligated by the Government with respect the base period is $1,059,957 of which $1,049,457 is for the firm fixed price portion and $10,500 is for the cost reimbursement portion. The base period is fully funded.

ACCOUNTING AND APPROPRIATION DATA:

ACRN APPROPRIATION	REQUISITION NUMBER	AMOUNT
1 B&R-0-8415-5C1333-JCN-B8433-BOC-252A-APPN-31X0200	HR-10-709-001	$550,000.00
2 B&R-0-8415-5C1333-JCN-B8433-BOC-252A-APPN-31X0200	HR-10-709	$509,957.00

Total Obligation: $1,059,957.00

B.4 DELIVERY SCHEDULE

DELIVERABLES/REPORTS:

Monthly Work Achievement Report: Per B.5 Statement of Work, Task 4: The contractor shall provide a monthly report to the NRC CO and the PO, on the tenth day of each month, which provides the following information:

(1) Number of patients treated for the previous month, occupational and non-occupational;

(2) Categories of treatment;

(3) Number and type of physical examinations;

(4) Number and type of health-related counseling sessions;

(5) Number and type of screening programs;

(6) Number and type of health education programs; and

(7) Significant events of interest to medical management personnel.

Attachment 5 contains the Performance Requirements Matrix.

Quality Assurance Plan and Quarterly Reports: Per B.5 Statement of Work, Task 5: The contractor shall submit a Quality Assurance Plan to the NRC PO within 60 days of award of this contract and submit quarterly reports to Project Officer via email by the tenth business day of the quarter.

Marketing Plan and Quarterly Reports: Per B.5 Statement of Work, Task 6: The contractor shall submit a Marketing Plan to the NRC PO within 90 days of contract award and submit quarterly reports via email to the PO by the tenth business day of the quarter.

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 Health Center services. 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 Health Center services performed based on the firm fixed price and cost reimbursement basis. Each billing shall reflect the fixed price and costs (if applicable) for the billing period and for the year to date.

Health Promotion Program Quarterly Reports: Submit quarterly report to PO via email by the tenth business day of the quarter. The contractor shall delivery the report to the NRC PO by the due date.

Health Maintenance and Disease Prevention Program Quarterly Reports: Submit quarterly report to PO via email by the tenth business day of the quarter. The contractor shall delivery the report to the NRC PO by the due date.

Hearing Exams Quarterly Reports: Submit quarterly report to PO via email by the tenth business day of the quarter. The contractor shall delivery the report to the NRC PO by the due date.

Annual Health Fair: The contractor shall submit the Annual Health Fair plan to the NRC PO for review and approval 60 days prior to the Health Fair.

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.

(See B.5 Statement of Work sections 4.4 through 4.11)

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.

B.5 STATEMENT OF WORK - Technical Assistance for Employee Health Services

1.0 BACKGROUND

The Nuclear Regulatory Commission (NRC), Office of Human Resources (HR), offers a comprehensive employee Health Services Program for approximately 4,000 employees located at various worksites across the United States. The Health Services Program is part of the overall employee Wellness Program, which includes physical fitness, ergonomics, occupational health and safety and an Automated External Defibrillator (AED) Program. The Health Services Program goal is to provide continued wellness services for our employees, which the NRC believes supports a high-performing workforce. Studies show that participants in worksite-based wellness programs can significantly reduce health risks and absenteeism due to illness and injury. NRC has had an integrated wellness services program in place since June 2000. The program focuses on education, disease screening, physical fitness, and lifestyle changes for the purpose of promoting a healthy, productive workforce

2.0 OBJECTIVE

The contractor shall provide necessary personnel, management, materials, administrative and technical services required to operate a successful Health Program, as outlined in the statement of work.

3.0 GENERAL INFORMATION

3.1 SCOPE OF WORK

This contract is to provide a comprehensive, turnkey employee health program for NRC's approximately 4,000 employees, 3,000 of whom are at the Headquarters offices in 5 buildings in or near Rockville, Maryland; 838 at the four regional offices (in King of Prussia (212), PA; Atlanta, GA (257); Lisle, IL (198); and Arlington, TX (171); and 29 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 proposed Health Program contract is to provide NRC employees with a health promotion and disease prevention strategy to enhance job performance and decrease absenteeism, as well as to provide medical tests based on the physical requirements of specific positions. The scope of work includes:-

- Operation of a Health Center
- Emergency and Non-emergency Services
- Occupational and Non-Occupational Treatment
- Physical Examinations
- Maintenance of Medical Records
- Health Services for employees located in regional offices and remote sites
- Health Counseling
- Health Promotion
- Education Programs
- The contractor will administer and manage the Health Program and manage the Health Center and Health Center staff
- respond to issues and maintain compliance with applicable regulations, rules and policies
- provide efficient and effective liaison with the NRC Health Program Manager/Project Officer.

3.2 SUPERVISION/MANAGEMENT:

The contractor shall prepare work schedules for contractor employees, and supervise and control the method by which the contractor performs the service. The contractor shall define the specific duties of individual contractor employees.

3.3 PERSONNEL QUALIFICATIONS

3.3.1 General Requirements for contractor Personnel and Affiliates:

- The contractor shall provide skilled personnel who are fluent in English, and shall provide the supervision/management and administrative services necessary to successfully meet NRC requirements.

- The contractor shall provide the workforce possessing the skills, knowledge, and training to satisfactorily perform the services required by the contract. The contractor's workforce shall be board eligible or certified by their appropriate occupational health or medicine discipline. A copy of certification shall be physically available in the NRC Health Center Office.

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

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

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

3.3.3 Specific Personnel Requirements:

- 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 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 conduct themselves otherwise in a manner construed to be threatening to self, others, or to 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 appropriate.

- Personnel assigned to work on-site under this Contract are required to obtain a security clearance acceptable to the NRC.

- All on-site personnel and contractor affiliate personnel must be licensed or certified in their respective states and never have been barred from practice anywhere in the United States. On-site medical personnel must meet specific professional qualifications as described in section 3.4 below.

- The Health Program Manager/Project Office (PO) 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 NRC PO/Contracting Officer (CO). If approved, reimbursement shall be on an actual cost basis in accordance with Federal Travel Regulations.

- The contractor management shall coordinate with the Health Program Manager to address administrative issues.

- Trainers conducting outreach activities 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 for identified Key Personnel (who are hired to cover planned leave periods) must meet the same employment and security criteria; and, are subject to the same reviews as Key Personnel.

3.4 KEY PERSONNEL

- Key Personnel under this contract shall include the Medical Director and the Lead Nurse assigned to the Headquarters Employee Health Center. They shall 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 2-week pay period.

- The contractor shall provide qualified personnel such as, Physicians (including but not limited to specialists such as cardiologist, gastroenterologist and travel medicine), Lead Nurses, and Staff Nurses. The contractor shall certify to the NRC CO and PO that all proposed personnel performing services under this contract meet all personnel qualifications as specified in sections 3.3. and 3.4 of the solicitation. All personnel's necessary credentials, licenses, and certification associated with his or her position shall be included in the proposal. Resumes must be included for the proposed Medical Director, Lead Nurse and Staff Nurse(s). In the event of an extended absence of a staff member listed below, the PO shall receive written notification of the personnel's absence. **Key personnel for this contract are the medical director and lead nurse.**

3.4.1 Medical Director

- The Medical Director/Staff Physician shall be on-site at the NRC Headquarters Health Center in Rockville, Maryland, and be responsible for the coordination, performance, and oversight of all work under this contract. The name of an alternate, or alternates, who shall act for the contractor

when the medical director is absent, shall be designated in writing to the NRC CO and PO. The contractor shall provide the name(s), address(es), and telephone number(s) of its representative(s), in writing, to the NRC CO and PO upon contract award.

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

- The medical director shall use a variety of marketing strategies to encourage employees to use the Health Center services and programs. The medical director shall also provide, as requested, feedback to management on conditions in the NRC buildings and space that require corrective actions such as, but not limited to, environmental issues effecting employee safety, health and wellness. To this end, the contract medical director shall develop and conduct a structured medical surveillance program, using new and existing information obtained from reviewing employee physical examinations as a baseline. The medical surveillance plan shall meet the approval of the PO prior to implementation.

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

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

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

- **Experience**: The medical director shall have 5 years professional experience (1 year may include internship); 2 years experience in management of an occupational medical program and a thorough knowledge of occupational medicine. The medical director shall have experience in identifying and referring for treatment a broad range of addiction, dependency and behavioral disorders; and a detailed knowledge of Washington Metropolitan Area community treatment resources for patient referrals.

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

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

3.4.2 Nursing Staff

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

3.4.2.1 Lead Nurse

- **Education**: The Lead Nurse shall be a graduate of a National League of Nurses accredited nursing school, and registered to practice in the State of Maryland.

- **Experience**: The Lead Nurse shall have shall have at least 5 years professional nursing experience; 3 years experience in an occupational medical program; at least 1 year in a supervisory position; 2 years experience in counseling employees; and 2 years experience in conducting special medical programs or health education. The Lead Nurse shall have demonstrated experience and qualifications in the management and supervision of the day-to-day operation of an occupational health center.

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

- Incumbent(s) shall be capable of administering immunizations, inoculations, medications, and emergency care for illness and injury of occupational origin; counseling employees on various health subjects; maintaining records in accordance with the provisions of 4.2.2.10 of the contract and writing reports of activities; assuring orderliness and sanitation; maintaining supplies and equipment; and performing routine office maintenance of medical equipment.

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

3.4.2.2 Staff Nurse

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

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

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

- Incumbent(s) shall be capable of administering immunizations, inoculations, medications, and emergency care for illness and injury of occupational origin; counseling employees on various health subjects; maintaining records in accordance with the provisions of 4.2.2.10 of the contract and writing reports of activities; assuring orderliness and sanitation; maintaining supplies and equipment; and performing routine office maintenance of medical equipment.

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

3.4.3 Medical Specialists

The contractor shall make available fully qualified personnel including but not limited to medical specialists such as cardiologist, gastroenterologist, psychiatrist, and travel medicine. The specialist shall be available for management and patient consultations. The contractor shall certify to the NRC CO and PO that all proposed personnel performing services under this contract meet all personnel qualifications set forth below in the solicitation. All personnel's necessary credentials, such as resumes, licenses, and certification associated with his or her position shall be included in the proposal. Medical specialists are not Key Personnel under this contract

- **Education**: The medical specialist shall be a graduate of an accredited American medical school, certified by the appropriate American Medical Board for the particular specialty; and licensed to practice in the State of Maryland.

- **Experience**: The medical specialist shall have 5 years professional experience (1 year may include internship); 2 years experience in medical specialty.

- **Abilities**: The medical specialist shall be capable of diagnosing disorders in his/her medical specialty, and communicating the significance of the disorder in terms of employment issues to the Medical Director.

3.4.4 Administrative Support Staff

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

3.5 HOURS OF OPERATION

The NRC Employee Health Center shall be open Monday through Friday from 7:30 a.m. to 5:30 p.m., except Federal holidays or when the Government offices close because of inclement weather, potentially hazardous conditions or other special circumstances.

3.5 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 the expectations of the medical profession.

3.6 PERSONNEL SECURITY CLEARANCES

The contractor shall assure that all personnel working under this contract have the requisite security clearances needed to have access to the NRC buildings. The contractor shall further assure that its personnel observe all requirements of the NRC building security as set forth on the NRC Form 187 and in the corresponding security clauses of the Request for Procurement/Contract.

3.7 INTERACTION WITH OTHER AGENCY PROGRAMS AND CONTRACTORS

The contractor shall interact, through and/or with the knowledge of the PO, and with other NRC offices and organizations, as well as other contractor staff, to meet their contractual requirements to provide a comprehensive, integrated employee Health Program.

4.0 SPECIFIC TASKS

4.1 TASK 1 POST AWARD MEETING

4.1.1 REQUIREMENT: The contractor's Program Manager, Contracting/Business representative and key personnel shall attend a post award kick-off meeting within 5 business days after contract.

4.1.2 STANDARD: The contractor's personnel shall attend, arrive on-time and participate in the meeting.

4.1.3 Quality Assurance Surveillance Plans: One hundred percent inspection.

4.1.4 Performance Incentives when Appropriate. The contractor shall be given an adverse performance evaluation which will become part of the contract file, for non-compliance with the standard.

4.1.5 Deliverables: Participation in the meeting.

4.1.6 Acceptance Criteria: No more than one instance of not meeting the standard.

4.1.7 Meetings and Travel: As stated above.

4.1.8 NRC Furnished Material and Equipment: Meeting space.

4.1.9 Additional Guidance and/or References: None

4.2 TASK 2 HEADQUARTERS ON-SITE HEALTH CENTER

4.2.1 REQUIREMENT: The contractor shall manage and operate the Headquarters On-site Health Center. The contractor shall provide a wide range of emergency and non-emergency occupational health care to include direct medical treatment, physical examinations, prevention, and wellness services such as counseling in nutrition, stress management, and health promotion.

4.2.2 STANDARD: The contractor shall meet or exceed the range of required subtasks included in the management of the Health Center and health services to be provided shall include:

4.2.2.1 EMERGENCY SERVICES

The contractor shall provide emergency medical treatment, including diagnosis and initial treatment of illness or injury that becomes necessary during work hours, whether or not such injury/illness was sustained by a Government or contractor employee, or a visitor, while at the NRC site. In emergency cases beyond the treatment capabilities of the Health Center, the health care professional is expected to notify 911 emergency services, and facilitate the transport of a patient to a hospital emergency room or other medical facility when necessary. The employee shall not be allowed to be taken to the hospital by another government employee or to drive him/herself. Contract medical personnel shall be expected to maintain an emergency medical kit including an Automated External Defibrillator (AED), provided by the NRC, in constant readiness for response to emergencies. The estimate for this service is approximately 41 visits per year.

4.2.2.2 OCCUPATIONAL TREATMENT

- The contractor shall act as the first point of contact for employees who present themselves with a job-related illness or injury. The contractor shall provide diagnosis and treatment within the capability of the facility; when

treatment beyond the capabilities available is required, employees shall be transported to an emergency room for treatment if necessary, or referred to an appropriate physician or a physician of the employee's choice. The contractor shall issue a CA-16, Request for Examination or Treatment, to authorize an employee to seek medical attention. The CA-16 shall not be issued more than 1 week after a traumatic injury has occurred. When a recommendation is made to seek further medical attention, the contractor shall also issue a CA-17, Duty Status Report; CA-20, Attending Physician's Report; and CA-20a, Attending Physician's Supplemental Report, and a HCFA-1500. The estimate for this service is approximately 17 visits per year.

- The contractor shall inform employees reporting to the Health Center with an occupational injury or illness to notify the NRC Occupational Workers Compensation Programs representative of their situation. The NRC/OWCP representative shall be responsible for providing the employee the necessary forms.

4.2.2.3 NON-OCCUPATIONAL TREATMENT

Employees who experience a non-occupational illness during working hours will receive, if they elect, primary diagnosis and treatment with subsequent referral to a physician. Initial treatment shall be given for medical conditions for which the individual could not reasonably be expected to seek the attention of a personal physician, or to enable the individual to complete the current work shift before consulting a personal physician. The estimate for this service is approximately 1,650 visits per year.

4.2.2.4.1 NON-EMERGENCY SERVICES

Non-emergency services can typically be described as those which require the nurse and/or physician to examine and/or counsel employees, provide consultative services to the agency, administer medication, assist employees in identifying an outside practitioner when necessary and maintaining confidential and complete medical records of the services provided. For purposes of this contract, non-emergency services typically include:

- Examination of employees seeking general medical attention, including obtaining and evaluating medical history.

- As an aid in preventing and controlling health risks, the contractor shall appraise and report work environment health hazards brought to the physician's attention through any illness or injury presented to the physician which may have resulted from a hazardous or unhealthy condition in the building. In this situation the physician's expertise and advice will play an important part in the formation of NRC developing an action plan to deal with newly identified work environment hazards.

- Providing health education and health promotion counseling to encourage employees to maintain personal health, such as, but not limited to, non-smoking programs and stress management.

- Providing counseling to employees on issues such as, but not limited to, alcoholism and drug abuse, and referral to the agency's Employee Assistance Program.

- Providing disease screening examinations which are determined to be necessary and/or in the best interest of the employees. Examples of such examinations include, but are not limited to, blood pressure screening for hypertension, screening for diabetes, heart disease and high cholesterol. Conducting simple vision screening upon an employee's allegation of a vision problem.

- Administering immunizations on a voluntary basis, as part of agency sponsored program, such as but not limited to, flu shots. Other immunizations compatible with good public health, travel medicine for employees embarking on official travel, and preventive measures, such as tetanus and tuberculosis, have

historically been provided to agency employees on a voluntary basis. The number administered in 2008 is1387 and this included 100 occupationally required travel vaccinations.

- Upon written request by an employee's personal physician and within the capabilities of the On-site Health Center, the contractor shall administer treatments and medications, the latter to be supplied by the employee. Persons receiving allergy injections shall be required to remain in the Health Center for a suitable period of time for observation.

- The contractor shall provide advice and assistance in developing emergency preparedness plans, including Pandemic Planning.

- Handicap Parking Spaces – within 2 business days after a request, the contractor shall review parking applications for assignment of handicap parking spaces within an NRC parking facility. This effort shall be coordinated with the Administrative Services Center to ensure consistent evaluation criteria. The number of these reviewed in 2008 was 19.

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

- Clarifying or interpreting medical terminology and concepts appearing in documentation prepared by an employee's private physician and presented to the agency regarding the employee's physical and/or mental fitness conditions which may impact on the employee's performance and/or conduct. Clarifying or interpreting issues of medical fitness with respect to reasonable accommodation of an allegedly handicapping condition. The contract physician may be requested to contact an employee's private physician for the purpose of obtaining clarification of obtaining clarification of the documentation provided or to obtain additional information.

4.2.2.5 HEALTH COUNSELING

- The contract physician or nurses shall provide health counseling to individual employees as necessary, and arising from sources such as, but not limited to, physical examinations, referrals from other health care providers, such as but not limited to, personal physicians, and observations from supervisors or management personnel. Employees with alcohol or drug abuse, emotional or behavioral disorders, or other personal problems that may affect job conduct or performance shall be counseled for medical issues, and referred to the Employee Assistance Program counselor for a thorough assessment. When necessary, the employee shall be referred to community or other resources in such manner as will permit appropriate and skillful management of employee problems.

The actual numbers serviced in 2008 is provided below for estimation purposes:

Health Center Blood Pressures with Nurse Counseling: (2,292)
Cholesterol Screenings: (78)
Outreach Blood Pressure Screenings at HQ and NRC Off Site Buildings: (234)
Travel Consults: (29)
Nurse Consults Illness: (1922)
Physician Consults: (1012)

Physician Physical Exams: (412)

4.2.2.6 PHYSICAL EXAMINATIONS (BASIC)

The contractor shall offer to all permanent employees age 40 and over a biennial complete screening physical examination (approximately 800 per year).

- The physical examinations shall include, but are not limited to the following: family, past and current, medical history; weight, height, and blood pressure; blood chemistry (SMA-32 or better), including cholesterol and triglyceride levels; complete blood count including RBC, WBC, differential, hematocrit, hemoglobin, MCH, MCV, and MCHC; urinalysis with microscopy; thyroid assessment (free TA and TSH levels); tuberculin skin test and other skin tests, as indicated; tetanus immunization, if required; electrocardiogram; visual acuity test; audiogram; spirometry, if indicated; Health Risk Assessment; and chest x-ray, if indicated.

- Female employees 40 years of age and older shall be offered a biennial breast examination, pelvic examination and Pap Smear; digital rectal examination; examination by and consultation with the physician.

- Male employees over 50 shall be offered once every two years a complete prostate cancer screening examination, including a Prostate Specific Antigen (PSA) blood test and a digital rectal examination; this PSA test will be done according to the guidelines and testing protocols defined by the Cancer Research Institute.

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

The actual numbers serviced in 2008 is provided below for estimation purposes:

- Female employees 40 years of age and older - HQ: (120)
- Female employees 40 years of age and older - Regions: (20)
- Male employees 40 and over - HQ: (146)
- Male employees 40 and over - Regions: (54)
- Employees may be given additional tests or may be examined at more frequent intervals if medical findings, hazards in the work environment or other job-related conditions warrant such evaluation. The actual numbers serviced in 2008 is provided below for estimation purposes:

  HQ: 17, Regional offices: 5

4.2.2.7 FITNESS FOR DUTY EXAMINATIONS

The contractor shall perform fitness for duty examinations. Fitness for duty examinations shall be performed as requested by NRC Human Resources staff, and authorized by the PO as follows:

- On an emergency basis for employees who are thought to have acute health problems, which might create a hazard to themselves or others, such as being under the influence of alcohol or other drugs.

- For employees whose work performance is thought to be adversely impaired by health problems.

- For employees returning to work following major illness or major surgery or following rehabilitation. Fitness for duty examinations often require several group conferences with supervisors and the HR staff, and all require written reports to be sent to the appropriate HR staff. The Health Center contract physicians shall provide clear and definitive medical or psychiatric judgments pertaining to the medical problem and/or work restriction as it relates to the specific job of the employee. The staff physicians shall work closely with the NRC HR staff in establishing job requirements on a case-by-case basis.

- Routine physical examinations and/or other medical tests may be performed to ensure that certain designated employees are physically fit to perform their duties, e.g., investigators, motor vehicle operators, and inspectors who may be required to wear respirators (see 4.2.2.8 Respirator Certifications, below).

Based on prior efforts, the yearly estimate for this service is: 30 visits

4.2.2.8 Respirator Certifications

The contractor shall evaluate the physical and mental ability of employees who are required to wear respirators in the performance of their duties. Pulmonary function testing (spirometry) is required. Within 7 calendar days after the PO request, the contractor shall provide required certifications and/or complete and return the appropriate NRC forms. Based on prior efforts, the yearly estimate for this service is: eight visits.

4.2.2.9 GG-1811 Investigator Physical Examinations

For investigators in the GG-1811 series (approximately 60 positions), regardless of age, the contractor shall provide the following: For applicants being considered for GG-1811 positions in the Office of the Inspector General (OIG) and the Office of Investigations (OI), a complete screening physical examination, including chest x-ray, before entrance on duty and, if hired, an annual physical examination after that. The physical examination shall be conducted by a contractor physician and shall include all of the tests specified in 4.2.2.6 above. In addition, investigators shall receive a treadmill stress test after entering duty, according to the following schedule: Investigators age 50 and over, within 1 year after entering duty and every 5 years after that; all other investigators, depending on age at entrance duty, in the year they reach 30, 35, 40, or 45 and once every 5 years after that, unless health status requires earlier or more frequent testing. Immediately following the physical examination, the physician shall complete, sign, and return to the employee, in the case of OIG and OI on board personnel, a Physical Certification Form to (1) verify that the investigator is physically fit to participate in the Physical Efficiency Battery (PEB), or (2) identify any limiting conditions or restrictions. In the case of the Office of Inspector General applicants, an NRC/OIG Pre-Employment Medical Review Form, or the NRC/OIG Health Improvement Program Medical Clearance Form shall be returned to the OIG Health Improvement Program Coordinator. Based on prior efforts, the yearly estimate for this service is: 15 visits.

4.2.2.10 Maintenance of Records

- The contractor shall prepare, update and maintain secure, accurate, complete and signed medical records. Medical records shall be complete and organized. Medical records shall be used to provide data to establish health maintenance, treatment and rehabilitation; epidemiological studies; and program evaluation and improvement. Records shall include all physical examination, diagnostic data, and laboratory results. Charts containing occupational medical records (e.g., OWCP, job-required medical tests, medical documentation to support employee request for accommodation of a handicapping

condition) shall be tagged so that the occupational medical records may be retrieved for long-term storage, as required by law.

- In addition, the contractor shall maintain patient confidentiality. All medical records shall be considered confidential information and maintained in accordance with Privacy Act, Healthcare Insurance Portability and Accountability Act, and other regulations governing the protection of confidential information and NRC System of Records No. 43, Employee Medical Records. Recipients of medical services may direct that the medical results be sent to their personal physician. The contractor shall comply with the employee's wishes regarding the release of this medical information and shall obtain any required consent forms.

  The contractor shall maintain these records in accordance with all applicable regulations. All employee medical records shall be considered the property of the Federal Government. When employees are separated from the NRC, they shall have the option of copying their medical records for their own files. At the end of the contract period, all records shall be returned to the NRC for storage or disposal. Based on prior efforts, the yearly estimate for this service is: 4,100 records.

4.2.3 Quality Assurance Surveillance Plans: Employee comments/complaints shall be reviewed by the NRC PO. In addition, the NRC PO shall complete a sample inspection of the above required documentation.

4.2.4 Performance Incentives when Appropriate. The contractor shall be given an adverse performance evaluation which will become part of the contract file, for non-compliance with the standard.

4.2.5 Deliverables: The contractor shall document all employee assistance provided for each of the above listed task requirements.

4.2.6 Acceptance Criteria: No more than one instance of not meeting the standard during a one month period.

4.2.7 Meetings and Travel: None.

4.2.8 NRC Furnished Material and Equipment: The Employee Health Center is a 2,600 square foot facility which includes a reception/waiting area, administrative office/files area, two nurses' office/treatment rooms, physician's office, examining room, examining/trauma room, bed-rest room, laboratory, vision and hearing test area, library/conference room, staff break room, three toilets, janitor's closet, and three storage closets. The contractor shall provide all materials necessary to, and shall maintain, calibrate, and repair all medical equipment used in the NRC employee health center.

4.2.9 Additional Guidance and/or References: The NRC will provide to the contractor the current set of medical records for NRC's employees.

Attachments 4 and 5 provide NRC's 2008 statistics for the Health Center, and data related to NRC Health Center Lab and other tests for age 40+ exams.

4.3.0 TASK 3 EQUIPMENT, MAINTENANCE, CALIBRATIONS, REPAIRS, AND REPLACEMENTS

4.3.1 REQUIREMENT: The contractor shall provide all materials necessary to, and shall maintain, calibrate, and repair all medical equipment used in the NRC employee health center.

4.3.2 STANDARD: The contractor shall make cost-effective recommendations for replacement and/or purchase of additional equipment and furniture, providing at least three vendors and price lists.

4.3.3 Quality Assurance Surveillance Plans: Sample inspection.

4.3.4 Performance Incentives when Appropriate. The contractor shall be given an adverse performance evaluation which will become part of the contract file, for non-compliance with the standard.

4.3.5 Deliverables: The contractor shall make available for review all maintenance records for the NRC PO review as requested.

4.3.6 Acceptance Criteria: 100% compliance with standard.

4.3.7 Meetings and Travel: None.

4.3.8 NRC Furnished Material and Equipment: The NRC will provide all medical equipment used in the NRC Employee Health Center. See Attachment 1, Government Furnished Property.

4.3.9 Additional Guidance and/or References: None.

4.4.0 TASK 4 REPORTS

4.4.1 REQUIREMENT: The contractor shall submit Monthly Work Achievement Reports to the Project Officer and Contracting Officer via electronic mail, on or before the tenth day of each month.

4.4.2 STANDARD: The monthly reports shall contain the following information:

(1) Number of patients treated for the previous month, occupational and non-occupational;

(2) Categories of treatment;

(3) Number and type of physical examinations;

(4) Number and type of health-related counseling sessions;

(5) Number and type of screening programs;

(6) Number and type of health education programs; and

(7) Significant events of interest to medical management personnel.

Attachment 2 contains the Performance Requirements Matrix.

4.4.3 Quality Assurance Surveillance Plans: One hundred percent inspection.

4.4.4 Performance Incentives when Appropriate. The contractor shall be given an adverse performance evaluation which will become part of the contract file, for non-compliance with the standard.

4.4.5 Deliverables: The contractor shall delivery the report to the NRC CO and PO by the due date.

4.4.6 Acceptance Criteria: 100 percent compliance with the standard.

4.4.7 Meetings and Travel: None.

4.4.8 NRC Furnished Material and Equipment: None.

4.4.9 Additional Guidance and/or References: None.

4.5.0 TASK 5 QUALITY ASSURANCE PLAN

4.5.1 REQUIREMENT:

The contractor shall be responsible for quality assurance during the performance of all tasks. The contractor shall submit a Quality Assurance Plan within 60 days of contract award and submit quarterly reports to the NRC PO.

4.5.2 STANDARD: All work shall be accomplished using the best commercial practices and be within the Government guidelines. Quarterly review shows type of services, problems, disposition, and evidence of follow-up or coordination with NRC resources or staff.

4.5.3 Quality assurance surveillance plans: One hundred percent inspection.

4.5.4 Performance Incentives when appropriate. The contractor shall be given an adverse performance evaluation which will become part of the contract file, for non-compliance with the standard.

4.5.5 Deliverables: The contractor shall submit a Quality Assurance Plan to the NRC PO within 60 days of award of this contract and submit quarterly reports to Project Officer via email by the tenth business day of the quarter.

4.5.6 Acceptance Criteria: No more than one instance of not meeting the standard during a quarterly period.

4.5.7 Meetings and Travel: None.

4.5.8 NRC Furnished Material and Equipment: None.

4.5.9 Additional Guidance and/or References: Work and documentation produced by the contract personnel may be reviewed by the PO and CO upon request.

4.6.0 TASK 6 MARKETING PLAN

4.6.1 REQUIREMENT:

The contractor shall be responsible for marketing during the performance of all tasks. The contractor shall submit a Marketing Plan and quarterly reports to the NRC PO.

4.6.2 STANDARD:

Assess community needs and prioritize health promotion programs. Create a marketing plan to address the communication priorities of health. Quarterly review shows population needs and priorities have been established and health promotion programs have been coordinated.

4.6.3 Quality Assurance Surveillance Plans: One hundred percent inspection.

4.6.4 Performance Incentives when Appropriate. The contractor shall be given an adverse performance evaluation which will become part of the contract file, for non-compliance with the standard.

4.6.5 Deliverables: The contractor shall submit a Marketing Plan to the NRC PO within 90 days of contract award and submit quarterly reports via email to the PO by the tenth business day of the quarter.

4.6.6 Acceptance Criteria: No more than one instance of not meeting the standard during a quarterly period.

4.6.7 Meetings and Travel: None.

4.6.8 NRC Furnished Material and Equipment: None.

4.6.9 Additional Guidance and/or References:

Quarterly review shows population needs and priorities have been established and health promotion programs have been coordinated.

4.7.0 TASK 7 OTHER RECORDS AND SPECIAL REPORTS

4.7.1 REQUIREMENT: Periodically, the contractor shall be required to prepare reports other than those specified above, such as usage or demographic statistics. Other potential reports are detailed in Attachment 2.

4.7.2 STANDARD: The ad-hoc reports shall be timely and meet report request requirements.

4.7.3 Quality assurance surveillance plans: One hundred percent inspection.

4.7.4 Performance Incentives when appropriate. The contractor shall be given an adverse performance evaluation which will become part of the contract file, for non-compliance with the standard.

4.7.5 Deliverables: The contractor shall deliver the report to the NRC PO by the due date.

4.7.6 Acceptance Criteria: No more than one instance of not meeting the standard during a 12 month period.

4.7.7 Meetings and Travel: None.

4.7.8 NRC Furnished Material and Equipment: None.

4.7.9 Additional Guidance and/or References: None.

4.8.0 TASK 8 COORDINATION OF THE AGENCY-WIDE HEALTH PROMOTION PROGRAM

4.8.1 REQUIREMENT

The contractor shall conduct health promotion programs for regional offices at their office location. These services will also be available to remote employees at their corresponding regional office location. These services and health promotion programs shall also be provided to headquarters employees at NRC headquarters locations. It is estimated that the contractor shall provide up to four different standardized health promotion programs tailored for the NRC population each calendar year. It is estimated that one program per quarter is conducted.

4.8.2 STANDARD:

Programs and services shall include: Coordination of unified health promotion programs (e.g., lunchtime educational seminars and/or presentations), health promotion topic marketing and education and information campaigns at both the headquarters locations and at the NRC regional offices. The contractor shall make this information available to TTC and remote employees through the appropriate NRC Program Office or Regional Office for such employees. The contractor shall also provide advice and assistance to the NRC HQ, regions, TTC and remote sites with regard to Pandemic Planning.

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

4.8.3 Quality Assurance Surveillance Plans: Employee comments/complaints shall be reviewed by the NRC PO. In addition, the NRC PO shall complete a sample inspection of the above required programs.

4.8.4 Performance Incentives when Appropriate. The contractor shall be given an adverse performance evaluation which will become part of the contract file, for non-compliance with the standard.

4.8.5 Deliverables: Submit quarterly report to PO via email by the tenth business day of the quarter. The contractor shall delivery the report to the NRC PO by the due date.

4.8.6 Acceptance Criteria: No more than one instance of not meeting the standard during a quarter period.

4.8.7 Meetings and Travel: As stated above.

4.8.8 NRC Furnished Material and Equipment: None.

4.8.9 Additional Guidance and/or References: Quarterly review shows health promotion programs that have been held during that quarter.

4.9.0 TASK 9.0 COORDINATION OF THE AGENCY-WIDE EMPLOYEE HEALTH MAINTENANCE AND DISEASE PREVENTION PROGRAM

4.9.1 REQUIREMENT:

The contractor shall conduct a Primary Disease Prevention/Detection Program for NRC employees at the Headquarters location in Rockville, Maryland. The contractor shall also conduct programs for regional employees at their office location or within a 15 minute drive from the employee's worksite These services shall also be available to NRC remote employees at their corresponding NRC office location.

4.9.2 STANDARD:

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

- Health Risk Assessment/Reduction – Employees shall be evaluated using a tool designed to show how individual lifestyle choices can affect health. The results will be presented to the employee as a computerized report, identifying the individual's health risks and making recommendations for lifestyle

changes to improve health and fitness. The report shall be provided to the employee no later than 21 calendar days after the assessment.

- On-site health promotion workshops shall be for the sole purpose of informing and educating employees, not to promote or market contractor or vendor products or services. The medical director under this contract shall oversee and coordinate all health programs. The contractor shall present for the approval of the PO the proposed topics, dates, times, and locations of proposed events, well before the event. Upon approval by the PO, the contractor shall work with the appropriate NRC staff at the location where the workshop will be held to coordinate all logistics related to space needs, marketing, etc. Any questions regarding adherence to the terms of the contract for any event shall be presented to the PO for resolution.

- Disease Screening Program for All Employees - All permanent employees shall be eligible for disease detection and screening tests for health conditions such as, but not limited to, hypertension, diabetes, hypercholesterolemia, glaucoma, and breast, cervical and prostate cancer. The contractor shall conduct at least four disease screening programs per year, available to employees at each major NRC location and the TTC. Dates for the screening programs shall be coordinated with the PO. Upon approval by the PO, the contractor shall work with the appropriate NRC staff at the location where the workshop will be held to coordinate all logistics related to space needs, marketing, etc.

- Discussion of Medical Findings - Following all detection and screening tests, the vendor shall send a copy of the results to the contract Medical Director. The vendor shall also prepare a narrative report for the employee's medical file and provide a copy to the employee.

- Referral to Private Physician and Follow-up - Employees with abnormal test results or conditions requiring treatment shall be referred to their private physician If the employee does not have a personal physician, the contractor will immediately give him/her the names of three physicians in the community.

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

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

- Referrals to Community Resources - Upon request by the employee, and within 3 business days, the contractor shall provide referrals to private physicians, dentists, and other health providers in the community.

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

Medical Clearance for Headquarters Fitness Program Participation - Working closely with NRC Headquarters Fitness Program contractor staff, within 5 business days after a request, will provide medical clearance for employees who wish to participate in an NRC Headquarters Fitness Center sponsored fitness program. The contractor will recommend a fitness regimen appropriate for the employee's health status.

4.9.3 Quality Assurance Surveillance Plans: Employee comments/complaints shall be reviewed by the NRC PO. In addition, the NRC PO shall complete a sample inspection of the above required programs.

4.9.4 Performance Incentives when Appropriate: The contractor shall be given an adverse performance evaluation which will become part of the contract file, for non-compliance with the standard.

4.9.5 Deliverables: Submit quarterly report to PO by the tenth business day of the quarter. The contractor shall delivery the report to the NRC CO and PO by the due date.

4.9.6 Acceptance Criteria: No more than one instance of not meeting the standard during a quarter period.

4.9.7 Meetings and Travel: As stated above.

4.9.8 NRC Furnished Material and Equipment: None.

4.9.9 Additional Guidance and/or References: Quarterly review shows health promotion programs that have been held during that quarter.

4.10.0 HEARING EXAMS

4.10.1 Requirement

For NRC inspectors and other designated employees (as authorized by the P.O.), regardless of age, the contractor shall offer baseline audiogram examinations and annual audiograms thereafter (approximately 800 positions). Employees with this designation frequently travel to or are assigned to facilities where noise levels are elevated. Such examinations are intended to establish a baseline audiogram for each noise exposed employee. Annual hearing tests shall be offered in order to monitor the hearing health of the employees. The estimated number of hearing exams to be conducted for each regional office is: Region I (King of Prussia, PA) 200; Region II (Atlanta, GA) 240; Region III (Lisle, IL) 175; and Region IV (Arlington, TX) 175. In addition, there may be a need to administer such hearing exams to NRC employees located at the NRC Headquarters buildings in Rockville, MD.

4.10.2 STANDARD

The contractor shall offer designated employees a baseline examination and annually thereafter. Employees with abnormal test results or conditions requiring treatment shall be referred to their private physician and followed until adequate therapeutic control has been established. If the employee does not have a personal physician, the contractor will immediately give him/her the names of three physicians in the community.

4.10.3 Quality Assurance Surveillance Plans: Employee comments/complaints shall be reviewed by the NRC PO. In addition, the NRC PO shall complete a sample inspection of the above required programs.

4.10.4 Performance Incentives when Appropriate: The contractor shall be given an adverse performance evaluation which will become part of the contract file, for non-compliance with the standard.

4.10.5 Deliverables: Submit quarterly report to PO by the tenth business day of the quarter. The contractor shall delivery the report to the NRC CO and PO by the due date.

4.10.6 Acceptance Criteria: No more than one instance of not meeting the standard during a quarter period.

4.11.0 ANNUAL HEALTH FAIR

4.11.1 Requirement

The contractor shall plan, coordinate and conduct an Annual Health Fair at the NRC headquarters location.

4.11.2 STANDARD

The Health Fair should feature health promotion topics appropriate for NRC employees. The contractor shall submit a plan for the Health Fair in accordance with the Performance Requirements (Attachment 2).

4.11.3 Quality Assurance Surveillance Plans: Employee comments/complaints shall be reviewed by the NRC PO. In addition, the NRC PO shall complete a sample inspection of the annual health fair.

4.11.4 Performance Incentives when Appropriate. The contractor shall be given an adverse performance evaluation which will become part of the contract file, for non-compliance with the standard.

4.11.5 Deliverables: The contractor shall submit the Annual Health Fair plan to the NRC PO for review and approval 60 days prior to the Health Fair.

4.11.6 Acceptance Criteria: No more than one instance of not meeting the standard annually.

4.11.7 Meetings and Travel: As stated above.

4.11.8 NRC Furnished Material and Equipment: None.

4.11.9 Additional Guidance and/or References: None.

5.0 SUPPLIES

Furnishing all supplies for the Headquarters On-Site Health Center shall be the responsibility of the contractor.

6.0 PERMITS, LICENSES, 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 beginning performance, the contractor shall 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.

7.0 PROJECT OFFICER MONITORING

A PO will be appointed to administer the contract. The PO will serve as the interface between the contractor and the Government on all daily performance matters. The PO's primary function will be that of monitoring the contractor's performance to assure compliance with the Statement of Work and good medical practice. The PO will also have access to general reporting and statistical data generated under this contract. Any performance discrepancies found by the PO will be relayed to the contractor and/or the CO. Project Officer Authority is described in Section C.23.

See Attachment 5 for the "Performance Requirements Summary" And "Assessment Methodology."

8.0 TRAVEL

Travel to the NRC Regions and the Technical Training Center may be required. The number of trips for one person (in some cases possibly two people) would be between one (1) and four (4) trips each year to an NRC Regional Office and/or to the Technical Training Center. It is not anticipated there will be a need for more than one individual to travel on more than 4 trips to NRC offices outside of the Washington, DC area per year.

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	GOVERNMENT PROPERTY	JUN 2007
52.245-9	USE AND CHARGES	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).

[X] (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).

[X] (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.

[X] (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.

[X] (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)).

[X] (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.)

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

[X] (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).

[X] (18) 52.219-28, Post Award Small Business Program Representation (APR 2009) (15 U.S.C 632(a)(2)).

[X] (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).

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

[X] (22) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

[X] (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).

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

[X] (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).

[X] (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.)

[X] (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.

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

[X] (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).

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

[X] (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:

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

[X] (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

[X] (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 52.237-7 INDEMNIFICATION AND MEDICAL LIABILITY INSURANCE (JAN 1997)

(a) It is expressly agreed and understood that this is a nonpersonal services contract, as defined in Federal Acquisition Regulation (FAR) 37.101, under which the professional services rendered by the Contractor are rendered in its capacity as an independent contractor. The Government may evaluate the quality of professional and administrative services provided, but retains no control over professional aspects of the services rendered, including by example, the Contractor's professional medical judgment, diagnosis, or specific medical treatments. The Contractor shall be solely liable for and expressly agrees to indemnify the Government with respect to any liability producing acts or omissions by it or by its employees or agents. The Contractor shall maintain

during the term of this contract liability insurance issued by a responsible insurance carrier of not less than the following amount(s) per specialty per occurrence: $3,000,000.

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

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

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

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

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

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)

Ms. Jeanne Dempsey

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

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

(b) Contracting Officer (1 copy)

Mark Lohrmann
U.S. Nuclear Regulatory Commission
Division of Contracts, RRG Branch
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 W5A6
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 expire12-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 favorably 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 favorably 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 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.19 SECURITY (MAR 2004) (2052.204.70)

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

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.21 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 link below:

http://www.wdol.gov/wdol/scafiles/std/05-2103.txt

C.22 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]

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 con-currence 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.23 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: Jeanne Dempsey
U.S. Nuclear Regulatory Commission
Office of Human Resources
Mailstop W5A6
Washington, DC 20555

Telephone No.: (301) 492-2282

Alternate Project Officer:

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

Telephone No.: (301) 415-7113

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(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.24 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.25 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 Manger 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.26 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.27 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.28 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.29 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.30 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.31 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.32 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.

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* 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

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 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

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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.

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.

C.33 CONTRACTOR ORGANIZATIONAL CONFLICTS OF INTEREST (JAN 1993) (2052.209-72)

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

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

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

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

(c) Work for others.

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

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

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

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

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

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

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

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

(d) Disclosure after award.

(1) The contractor warrants that to the best of its knowledge and belief, and except as otherwise set forth in this contract, that it does not have any organizational conflicts of interest as defined in 48 CFR 2009.570-2.

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

(3) It is recognized that the scope of work of a task-order-type contract necessarily encompasses a broad spectrum of activities. Consequently, if this is a task-order-type contract, the contractor agrees that it will disclose all proposed new work involving NRC licensees or applicants which comes within the scope of work of the underlying contract. Further, if this contract involves work at a licensee or applicant site, the contractor agrees to exercise diligence to

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

(e) Access to and use of information.

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

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

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

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

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

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

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

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

(g) Remedies. For breach of any of the above restrictions, or for intentional nondisclosure or misrepresentation of any relevant interest required to be disclosed concerning this contract or for such erroneous representations that necessarily imply bad faith, the Government may terminate

the contract for default, disqualify the contractor from subsequent contractual efforts, and pursue other remedies permitted by law or this contract.

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

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

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

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

C.34 2052.242-70 RESOLVING NRC CONTRACTOR DIFFERING PROFESSIONAL OPINIONS (AUG 2007)

(a) The Nuclear Regulatory Commission's (NRC) policy is to support the contractor's expression of professional health and safety related concerns associated with the contractor's work for NRC that may differ from a prevailing NRC staff view, disagree with an NRC decision or policy position, or take issue with proposed or established agency practices. An occasion may arise when an NRC contractor, contractor's personnel, or subcontractor personnel believes that a conscientious expression of a competent judgment is required to document such concerns on matters directly associated with its performance of the contract. The NRC's policy is to support these instances as Differing Professional Opinions (DPOs).

(b) The procedure that will be used provides for the expression and resolution of differing professional opinions (DPOs) of health and safety-related concerns associated with the mission of the agency by NRC contractors, contractor personnel or subcontractor personnel on matters directly associated with its performance of the contract. This procedure is found in Clause 2052.242 71 of this document. The contractor shall provide a copy of the NRC DPO procedure to all of its employees performing under this contract and to all subcontractors who shall, in turn, provide a copy of the procedure to its employees. The prime contractor or subcontractor shall submit all DPOs received but need not endorse them.

C.35 2052.242-71 PROCEDURES FOR RESOLVING NRC CONTRACTOR DIFFERING PROFESSIONAL OPINIONS (OCT 1999)

(a) The following procedure provides for the expression and resolution of differing professional opinions (DPOs) of health and safety-related concerns of NRC contractors and contractor personnel on matters connected to the subject of the contract. Subcontractor DPOs must be submitted through the prime contractor. The prime contractor or subcontractor shall submit all DPOs received but need not endorse them.

(b) The NRC may authorize up to ten reimbursable hours for the contractor to document, in writing, and discuss, with the DPO panel, a DPO by the contractor, the contractor's personnel, or subcontractor personnel. The contractor shall not be entitled to any compensation for effort on a DPO which exceeds the specified ten hour limit.

(c) The contractor shall notify the contracting officer before incurring costs to document a DPO. The contractor shall not begin any work on the DPO before receiving a modification to the contract from the NRC contracting officer.

The contractor shall first determine whether there are sufficient funds obligated under the contract which are available to cover the costs of writing a DPO. If there are insufficient obligated funds under the contract, the contractor shall request additional funding from the NRC contracting officer to cover the costs of preparing the DPO. If there are sufficient obligated funds under the contract, the contractor shall notify the contracting officer so that a modification can be issued that specifies the amount of funding required for the DPO.

(d) Contract funds shall not be authorized to document a differing perspective in the following examples where the use of this NRC contractor DPO process is inappropriate:

(1) Issues involving allegations of wrongdoing that should be appropriately addressed directly to the NRC Office of the Inspector General (OIG);

(2) Issues submitted anonymously. However, safety significant issues that are submitted anonymously should be addressed under NRC's Allegation Program which can be found at: http://www.nrc.gov/about nrc/regulatory/allegations resp.html

(3) Issues that are deemed to be frivolous or otherwise not in accordance with the guidance included in NRC Management Directive (MD) 10.159, "The NRC Differing Professional Opinions Program," which can be found at: http://www.nrc.gov/reading rm/doc collections/management directives/volumes/vol 10.html

(4) Issues that have already been considered, addressed, or rejected by the NRC under these procedures, absent significant new information;

(5) Issues that are considered premature because they are still under staff review by the NRC.

(e) This procedure does not provide anonymity, nor does it provide for confidential submittal (as addressed in MD 10.159). Individuals desiring anonymity or confidentiality should contact the NRC OIG or submit the information under NRC's Allegation Program, as appropriate.

(f) Prior to submitting a DPO, the contractor or the contractor's employees are encouraged to engage in informal discussions with appropriate NRC personnel (which may include NRC staff directly involved with the issues that are the subject of concerns and the NRC Project Officer.) The contractor hereby agrees that the contractor authorizes its employees to engage in informal discussions with the appropriate NRC personnel for purposes of this clause. If the informal discussions do not resolve the contractor or the contractor's employees' concerns, the contractor shall notify the contracting officer so that a modification to the contract can be issued that authorizes the expenditure of funds for the DPO.

The contractor may initiate the DPO process by submitting a written statement directly to the NRC Differing Professional Opinions Program Manager (DPOPM), Office of Enforcement, with a copy to the Contracting Officer, Division of Contracts, Office of Administration. Each DPO submitted will be evaluated on its own merits. (Refer to (c) above before incurring any costs to initiate the DPO process.

(g) The DPO, while being brief, must contain the following as it relates to the subject matter of the contract:

(1) A summary of the prevailing NRC view, existing NRC decision or stated position, or the proposed or established NRC practice.

(2) A description of the submitter's views and how they differ from any of the above items.

(3) The rationale for the submitter's views, including an assessment of the consequences should the submitter's position not be adopted by NRC.

(4) References to, or copies of, relevant documents.

(h) The DPOPM will screen the DPO and notify the submitter and the contractor if the DPO is accepted. Returned DPOs will identify the reason for return.

(i) The DPOPM will forward the DPO to the Office Director or Regional Administrator responsible for the contract for disposition.

(j) The Office Director or Regional Administrator will establish an ad hoc panel of NRC employees to review the DPO.

(k) The panel will interview the submitter to ensure that the panel understands the issues and to define the scope of the review. The panel will gather information, review documents, and conduct interviews to support a thorough review. The panel will provide a written report of its findings to the Office Director or Regional Administrator and to the Contracting Officer, which includes a recommended course of action.

(l) The Office Director or Regional Administrator will consider the DPO panel's report, make a decision on the DPO and provide a written decision to the contractor and the Contracting Officer. The DPO is considered final and closed when the DPO Decision is issued.

(m) A summary of the issue and its disposition will be included in the NRC Weekly Information Report.

(n) DPOs will be dispositioned in accordance with the time frames identified in MD 10.159.

(o) The DPOPM will track follow up actions and notify the contractor of any schedule revisions.

(p) The availability of DPO records will reflect the submitter's wishes (e.g., whether the records should or should not be made public and whether the submitter's identity is redacted) and be consistent with NRC practices for making records available to the public.

(q) For purposes of the contract, the DPO shall be considered a deliverable under the contract.

C.36 NRC INFORMATION TECHNOLOGY SECURITY TRAINING (AUG 2003)

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

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

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

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

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

ATTACHMENT	TITLE
1	GOVERNMENT FURNISHED EQUIPMENT
2	NRC FORM 187 – CONTRACT SECURITY REQUIREMENTS
3	BILLING INSTRUCTIONS FOR FIXED PRICE CONTRACTS

GOVERNMENT FURNISHED EQUIPMENT

	Manufacturer	Model Number	Description
1	WELCH-ALLYN	92600	AUDIOSCOPE
2	LAKESIDE MFG CO	311	CART,GENERAL HAULING
3	LAKESIDE MFG CO	311	CART,GENERAL HAULING
4	LAKESIDE MFG CO	311	CART,GENERAL HAULING
5	REMIN	COMMANDER 600	CART,LUGGAGE CARRIER
6	DELL	PP01L	COMPUTER,LAPTOP
7	AGILENT TECHNOLOGIES	HEARTSTREAM-FR2	DEFIBRILLATOR
8	AGILENT TECHNOLOGIES	HEARTSTREAM-FR2	DEFIBRILLATOR
9	PHILIPS	M5066ABA	DEFIBRILLATOR
10	PHILIPS	M5066ABA	DEFIBRILLATOR
11	MARQUETTE ELECTRONICS INC	MAC PC	ELECTROCARDIOGRAPH
12	STRYKER CORP	360 STRETCHER	LITTER,RIGID
13	SPER SCIENTIFIC	840021	METER,FOOT CANDLE,PHOTO ELEC
14	DAEWOO ELECTRONICS	902D	MONITOR
15	DELL	1702FP	MONITOR
16	DELL	1702FP	MONITOR
17	DELL	1702FP	MONITOR
18	DELL	1702FP	MONITOR
19	SHARP	R4A46	OVEN,MICROWAVE
20	HEWLETT PACKARD	C7058A	PRINTER
21	HEWLETT PACKARD	C7058A	PRINTER
22	HEWLETT PACKARD	L7680	PRINTER
23	SCOVILL INC	IMA4006	PUBLIC ADDRESS SET
24	MAGIC CHEF	RC202TV	REFRIGERATOR
25	SUB ZERO FREEZER INC	249RP	REFRIGERATOR
26	ACOUSTIC SYSTEMS INC	RE141	ROOM,SOUND,HEARING
27	DETECTO SCALE CO	3P7044	SCALE,WEIGHING,PHYSICIAN
28	DETECTO SCALE CO	3P7044	SCALE,WEIGHING,PHYSICIAN
29	PURITAN BENNETT CORP	BP100	SPIROMETER
30	FABER CASTELL CORP	FC90	STAPLING MACHINE
31	MICRON	AL44OLX-P11266-M	SYSTEM UNIT
32	MIDMARK CORP	111	TABLE,EXAMINING AND TREATMENT
33	STROMBERG	210-1	TIME STAMP
34	SWINTEC CORP	8014S	TYPEWRITER
35	GENDRON INC	NONE	WHEELCHAIR
36	INVACARE CORP	E118F080	WHEELCHAIR
37	Cholestech Machine		Cholesterol Screening Machine

NRC-38-10-709

ATTACHMENT 2

NRC FORM 187
(7-2008)
NRCMD 12

U.S. NUCLEAR REGULATORY COMMISSION

AUTHORITY NRC 187
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.)

B. PROJECTED START DATE	C. PROJECTED COMPLETION DATE
6-01-10	5-31-15

2. TYPE OF SUBMISSION

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

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

A. DOES NOT APPLY	B. CONTRACT NUMBER	DATE
[x]	NRC-38-10-709	11/30/2009

4. PROJECT TITLE AND OTHER IDENTIFYING INFORMATION

Health Program Contract, HR-09-727

5. PERFORMANCE WILL REQUIRE

A. ACCESS TO CLASSIFIED MATTER OR CLASSIFIED INFORMATION

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

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

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

C. [ ] UNESCORTED ACCESS IS REQUIRED TO NUCLEAR POWER PLANTS.

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

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

F. [x] UNESCORTED ACCESS TO NRC HEADQUARTERS BUILDING.

G. [ ] REQUIRE OPERATION OF GOVERNMENT VEHICLES OR TRANSPORT PASSENGERS FOR THE NRC.

H. [ ] WILL OPERATE HAZARDOUS EQUIPMENT AT NRC FACILITIES.

I. [ ] REQUIRED TO CARRY FIREARMS.

J. [ ] FOUND TO USE OR ADMIT TO USE OF ILLEGAL DRUGS.

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 OR THIS PROJECT, EVEN THOUGH SUCH INFORMATION IS CONSIDERED UNCLASSIFIED, SHALL NOT BE RELEASED FOR DISSEMINATION EXCEPT AS APPROVED BY:

NAME AND TITLE	SIGNATURE	DATE
Jeanne Dempsey Technical Assistance Project Manager		07/08/2009

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, Deputy Director, HR	SIGNATURE	DATE 07/08/2009
B. DIRECTOR, DIVISION OF FACILITIES AND SECURITY for Robert Webber, Director, DFS	SIGNATURE	DATE 7/17/09
C. DIRECTOR, DIVISION OF CONTRACTS AND PROPERTY MANAGEMENT (Not applicable to DOE agreements)	SIGNATURE Sheila Burnham	DATE 5/28/2010

REMARKS

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.