

ORDER FOR SUPPLIES OR SERVICES

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER		2. CONTRACT NO. (If any) GS02F0037P		6. SHIP TO:	
3. ORDER NO. NRC-HQ-84-17-T-0001		4. REQUISITION/REFERENCE NO. OCHCO-17-0086		a. NAME OF CONSIGNEE NUCLEAR REGULATORY COMMISSION	
5. ISSUING OFFICE (Address correspondence to) US NRC - HQ ACQUISITION MANAGEMENT DIVISION MAIL STOP TWFN-8E06M WASHINGTON DC 20555-0001				b. STREET ADDRESS NUCLEAR REGULATORY COMMISSION	
d. CITY MARIETTA		e. STATE GA	f. ZIP CODE 300626250	c. CITY WASHINGTON	e. ZIP CODE 20555-0001
7. TO: ADRIENNE MOBERG				f. SHIP VIA	
a. NAME OF CONTRACTOR EAP CONSULTANTS LLC				8. TYPE OF ORDER	
b. COMPANY NAME				<input type="checkbox"/> a. PURCHASE	
c. STREET ADDRESS 3901 ROSWELL RD STE 340				REFERENCE YOUR:	
d. CITY MARIETTA				<input checked="" type="checkbox"/> b. DELIVERY Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.	
9. ACCOUNTING AND APPROPRIATION DATA See Schedule				10. REQUISITION NG OFFICE OFFICE OF THE CHIEF OF HUMAN	
11. BUSINESS CLASSIFICATION (Check appropriate box(es))					
<input type="checkbox"/> a. SMALL <input type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> d. WOMEN-OWNED <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. SERVICE-DISABLED VETERAN-OWNED <input type="checkbox"/> g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM <input type="checkbox"/> h. EDWOSB					
13. PLACE OF				14. GOVERNMENT B/L NO.	
a. INSPECTION Destination		b. ACCEPTANCE Destination		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) Multiple	
				16. DISCOUNT TERMS 30	

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	The purpose of this contract/Task Order is to procure EAP services for the Nuclear Regulatory Commission. Period of Performance: 01/01/2018 to 12/31/2018					

18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h) TOTAL (Cont. pages)
21. MAIL INVOICE TO:						
a. NAME US NUCLEAR REGULATORY COMMISSION				\$0.00		17(i) GRAND TOTAL
b. STREET ADDRESS (or P.O. Box) TWO WHITE FLINT NORTH 11545 ROCKVILLE PIKE MAILSTOP T9-B07 NRCPAYMENTSNRCGOV				\$625,701.14		
c. CITY ROCKVILLE		d. STATE MD	e. ZIP CODE 20852-2738			

22. UNITED STATES OF AMERICA BY (Signature)		08/17/2017	23. NAME (Typed) DANIEL APP TITLE: CONTRACTING/ORDER NG OFFICER	
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PRICE/COST SCHEDULE

Base Period: 01/01/2018 – 12/31/2018

Item No.	Description	Qty	Unit	Unit Price	Amount
0001	On-site EAP Counseling Services	1,740 (NTE)	HR	██████	██████████
0002	Integrated EAP & Worklife Services (Task 1-9, 12-14, 16 and 17)	12	MO	██████████	██████████
0003	Optional Task – Supervisory Orientation Session (Optional Task 10)	10	Each	██████████	██████████
0004	Optional Task – Employee Orientation Session (Optional Task 11)	10	Each	██████████	██████████
0005	Optional Task – Additional Outreach Activities (Optional Task 15)	10	Each	██████████	██████████
0006	Travel costs for (to be reimbursed in accordance with FAR 31.205-46, Travel costs)			NTE	\$3,000
	Total Base Period				\$151,750.04

Option Period 1: 01/01/2019 – 12/31/2019

Item No.	Description	Qty	Unit	Unit Price	Amount
1001	On-site EAP Counseling Services	1,740 (NTE)	HR	██████	██████████
1002	Integrated EAP & Worklife Services (Task 1-9, 12-14, 16 and 17)	12	MO	██████████	██████████
1003	Optional Task – Supervisory Orientation Session (Optional Task 10)	10	EA	██████████	██████████
1004	Optional Task – Employee Orientation Session (Optional Task 11)	10	EA	██████████	██████████
1005	Optional Task – Additional Outreach Activities (Optional Task 15)	10	EA	██████████	██████████
1006	Travel costs for (to be reimbursed in accordance with FAR 31.205- 46, Travel costs)			NTE	3,000
	Total Option Period 1				\$154,805.31

Option Period 2: 01/01/2020 – 12/31/2020

Item No.	Description	Qty	Unit	Unit Price	Amount
2001	On-site EAP Counseling Services	1,740 (NTE)	HR	██████	██████████
2002	Integrated EAP & Worklife Services (Task 1-9, 12-14, 16 and 17)	12	MO	██████████	██████████
2003	Optional Task – Supervisory Orientation Session (Optional Task 10)	10	EA	██████████	██████████
2004	Optional Task – Employee Orientation Session (Optional Task 11)	10	EA	██████████	██████████
2005	Optional Task – Additional Outreach Activities (Optional Task 15)	10	EA	██████████	██████████
2006	Travel costs for (to be reimbursed in accordance with FAR 31.205- 46, Travel costs)			NTE	\$3,000
	Total Option Period 2				\$157,952.23

Option Period 3: 01/01/2021 – 12/31/2021

Item No.	Description	Qty	Unit	Unit Price	Amount
3001	On-site EAP Counseling Services	1,740 (NTE)	HR	██████	██████
3002	Integrated EAP & Worklife Services (Task 1-9, 12-14, 16 and 17)	12	MO	██████	██████
3003	Optional Task – Supervisory Orientation Session (Optional Task 10)	10	EA	██████	██████
3004	Optional Task – Employee Orientation Session (Optional Task 11)	10	EA	██████	██████
3005	Optional Task – Additional Outreach Activities (Optional Task 15)	10	EA	██████	██████
3006	Travel costs for (to be reimbursed in accordance with FAR 31.205- 46, Travel costs)			NTE	\$3,000
	Total Option Period 3				\$161,193.56
TOTAL BASE AND ALL OPTIONS					\$625,701.14

STATEMENT OF WORK

C.1 Background

This is a nonpersonal services contract to acquire Employee Assistance Program (EAP) Support Services for U.S. Nuclear Regulatory Commission (NRC) employees at locations across the United States of America and, in some cases, in other countries. See FAR 37.104 for definition of nonpersonal services contract. Note: The term "contract" throughout this document means "GSA Federal Supply Schedule task order" unless otherwise specified.

The NRC EAP provides professional counseling, short-term problem solving, and consultation services for NRC employees across the country and their immediate family members who are experiencing personal problems which may be affecting the employee's ability to function or perform well on the job. The program offers assessment, referral, short-term counseling, and follow-up for employees and their immediate family members dealing with family and marital problems, substance abuse, stress, depression, and many other personal challenges. Hereafter, employees referenced throughout this Statement of Work refers to NRC employees and their immediate family members. Supervisors and managers may also seek the services of the EAP to help determine the appropriateness of referring employees who may be experiencing work performance and conduct changes due to personal problems.

The Contractor is required to provide NRC employees, wherever they may be located, who wish to schedule an appointment the ability to call an "800" telephone number to obtain those services. A teletypewriter (TTY) number for the deaf or hearing-impaired is also required. Services are available 24 hours a day, seven days a week. In addition, the Contractor will be required to permit NRC headquarters employees the ability to schedule an appointment with the EAP on-site Counselor, who is available 35 hours per week. The Contractor may not charge NRC employees for its services. Employees may refer themselves to the EAP or they may be referred by someone else, such as a supervisor or manager, co-worker, union official, or healthcare professional. Participation in the EAP is voluntary. EAP services must be confidential within the limits of the law, and the Contractor shall ensure that all EAP-related records are protected as required by federal law (42 CFR Part 2).

Additionally, the Contractor will be expected to offer NRC employees many work-life services through the NRC's EAP. The Contractor will be required to provide financial and legal services as well as information and referral services for child care, elder care, and pet care. The Contractor will be required to refer NRC employees who express financial concerns to certified financial planners, certified public accountants and/or other professional financial experts for consultation. The Contractor shall provide NRC employees access to an attorney and a half-hour free legal consultation from the attorney. The Contractor shall prepare simple wills for NRC employees as requested. NRC employees may also be offered a discount off of an attorney's hourly rate for services rendered beyond those provided free of charge under the EAP.

As of the date this document was developed, the NRC had approximately 3,358 employees, 2,424 of whom are located at the Headquarters office in Rockville, Maryland; 931 assigned to the four regional offices in King of Prussia (215), PA; Atlanta, GA (287); Lisle, IL (204); and Arlington, TX (191); and 34 at the Technical Training Center (TTC) in Chattanooga, TN. Regional/TTC numbers include approximately 200 employees who are located at various nuclear plant sites around the country. There are approximately 3 employees who are located overseas. The number of employees at each location will change over time.

The Contractor shall provide all resources necessary (personnel, equipment and material) to accomplish the tasks and deliverables described in this Statement of Work (SOW) to any NRC employee regardless of their location.

C.2 Contractor Tasks

- The Contractor 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 beginning work under the contract.
- Contractor personnel are expected to conduct themselves in a professional and courteous manner at all times. Any personnel impaired by substance abuse or who uses violent/profane language, or conducts themselves otherwise in a manner construed to be threatening to themselves, others or Federal property, shall not be allowed to perform under this contract.
- If Contractor personnel exhibit unusual behavior and/or a condition threatening to the orderly conduct of business during the course of an assignment, the Contractor will be responsible for removing the Contractor person from the facility and taking such other action as is appropriate; if necessary, the NRC will apply their own security intervention.

Task 1 - Develop a Client Satisfaction Survey and Presentation/Evaluation Form

Subtask 1.1 - The Contractor shall develop and provide a Client Satisfaction Survey to the COR for approval within 2 business days after Contractor acceptance of the award. Once approved by the COR, the Contractor shall provide the Client Satisfaction Survey to each individual that has utilized the EAP Service. The Contractor shall provide the Client Satisfaction Survey results to the COR within the Quarterly and Annual Utilization Reports (see section C.7 Reporting Requirements). The rating results shall not include any identifying information of the individuals to retain anonymity.

Subtask 1.2 - The Contractor shall develop and provide the Presentation/Evaluation Form to the COR for approval within 5 business days from Contractor acceptance of the award. Once approved by the COR, the Contractor shall provide the Presentation/Evaluation Form to each individual that participates in an Outreach Activity, Supervisor, or Employee Orientation.

Task 2 - Provide Intake Services

The Contractor shall provide intake services for NRC employees through a toll-free, twenty-four (24) hours a day, seven (7) days a week, 52 weeks a year telephone service (including crisis capability with psychiatric backup). This service shall be handicap accessible with a TTY or TDD (terminal for Deaf and Disabled) telephone service (including crisis capability

with psychiatric backup). Should an employee require diagnostic services, an appointment with a local treatment provider shall be made for the employee within 24 hours of the initial contact and the appointment shall take place within three calendar days of the initial contact. When the initial contact occurs on weekends or holidays, the appointment shall be scheduled within 24 hours of the next business day, and the appointment shall be offered to take place within 3 calendar days of the next business day. The estimated number of employees requiring intake services is 4-5 percent of the approximately 3,358 employees.

Task 3 - Provide Diagnostic Services

The Contractor shall provide diagnostic services, which shall include an evaluation, assessment, and initial counseling directed toward identifying and assessing the complexity of the employee's problem, which may be affecting the NRC job performance.

The Contractor shall provide diagnostic services to NRC employees between 8:00 a.m. and 8:00 p.m., Monday through Friday in the time zone where service is provided. The Contractor shall ensure that emergency appointments are available on Saturdays, Sundays, and holidays. The Contractor shall provide for this service by arranging the session(s) to accommodate employee's transportation within the lesser of a one (1) hour drive or fifty (50) mile radius from the employee's home or work location. The estimated number of employees requiring diagnostic services is 4-5 percent of approximately 3,358 people. The Contractor shall provide diagnostic services which shall include up to six (6) visits, per "presenting problem/issue" per year.

Diagnostic sessions shall focus on the elements listed below:

1. Assessment
2. Treatment Plan: During the assessment period, a treatment plan shall be developed by the EAP Counselor in conjunction with the employee. This plan shall be documented in the case file as the basis for follow-up sessions.
3. Short-Term Problem Solving
4. Referral Based on the Assessment

Task 4 - Provide Case File Management

The Contractor shall maintain a case file management system. The Contractor shall maintain a separate case file for each employee who uses the EAP services. Any documents, materials, or records provided to the Contractor, or developed or maintained by the Contractor in performance of the contract, shall be the property of the NRC. The Contractor shall maintain case files in accordance with the confidentiality requirements of P.L. 93-282, 42 CFR Part 2, any NRC-specific confidentiality regulations to be provided at time of Contractor acceptance of the award, and The Privacy Act of 1974, 5 U.S.C. Sec. 552a.

The case file management system shall encompass the following requirements:

1. The Contractor shall maintain each case file using a case numbering system, rather than by name.
2. The Contractor shall maintain a list of employee case numbers with corresponding names in a separate locked file.
3. The Contractor shall maintain all employee case numbers for the life of the contract,

regardless of whether the case file is open, closed, or has been destroyed in accordance with confidentiality laws.

4. The case file shall include the following: a record of the employee's needs assessment, the status of the employee's treatment plan, evidence of consultation between the referral agent and the treatment provider, and verification of involved collateral agents as necessary (e.g., family members, management, union, etc.). The case file shall also include follow-up information with the employee and collateral agents, and assistance information of the employee and supervisor with job re-entry issues.
5. Case files shall include releases, verification that the employee was made aware of confidentiality provisions, including a signed Statement of Understanding, and pertinent supervisor referral information, as applicable. The Contractor shall ensure that all of their Counselors use the NRC COR approved Statement of Understanding when meeting with NRC employees.
6. The Contractor shall retain records:
 - For three (3) years from the last date that the employee contacted the EAP Contractor; or
 - As required by the jurisdiction where the records are generated or kept, or whichever is longer.
7. The Contractor shall redact employee names and specific identifying information from the records prior to case file inspection.
8. The Contractor shall provide a Client Satisfaction Survey to each employee that receives EAP services within 14 calendar days of closure of the employee's case.

The estimated number of employees requiring a case file is 4-5 percent of approximately 3,358 employees.

Task 5 - Provide Follow-Up Services

The Contractor shall maintain contact with the treatment provider selected for referral to determine the employee's progress. The Contractor shall also provide follow-up services with the employee to determine progress in treatment. Follow-up services are available between 8:00 a.m. and 8:00 p.m. Monday through Friday in the time zone where the service is provided. The nature and the severity of the employee's problem shall determine the frequency and the duration of follow-up. The estimated number of employees requiring follow-up services is 4-5 percent of approximately 3,358 employees.

Task 6 - Provide Telephone Consultation Services

The Contractor shall provide telephone consultation within 2 business days of receiving a request from an NRC employee, for the following:

- For cases where employees are located at remote sites that are not readily accessible to EAP Counselors or in crisis and emergency situations that require immediate therapeutic intervention. These

situations shall be followed with face-to-face sessions within 24 hours of receipt of a telephone request.

The estimated number of employees requiring telephone consultation services is 4-5 percent of approximately 3,358 people.

Task 7 - Provide Referral Services

The Contractor shall develop a list of, and maintain a close contact with, community resources offering treatment and rehabilitative assistance that follow accepted standards common to the counseling/treatment field. When aftercare or support assistance is necessary, the Contractor shall advise/refer NRC employees to appropriate community resources within their means. The Contractor shall consider the following, when conducting referrals:

1. Types and limitations of services offered;
2. Cost for services, including types of insurance accepted;
3. Location and hours of operation;
4. Philosophy and treatment methods;
5. Staff qualifications;
6. Referral policies; and
7. Administrative/in-take procedures.

The Contractor shall provide motivational counseling in conjunction with their referral service to provide maximum encouragement to an employee to enter and complete treatment. The estimated number of employees requiring referral services is 4-5 percent of approximately 3,358 people.

The Contractor shall not refer NRC employees to the Counselor or an affiliate who they have been seeing for diagnostic services unless, due to geographic circumstances, the employee is unable to obtain services within one (1) hour commute (or other unusual circumstances). The Contractor shall refer NRC employees to three (3) referral resources if there are (3) referral resources available.

Additional Guidance and/or References:

In cases where self or an affiliate treatment referral is appropriate, the Contractor shall obtain prior written approval from the COR. This approval should only be requested and will only be provided in unusual circumstances.

Task 8 - Provide Supervisor/Management Consultation Services

The Contractor shall provide consultation to assist NRC supervisors/management on how to deal with an NRC employee's performance or conduct concern. This consultation may be connected to an employee's suspected mental, emotional, drug, alcohol, or other personal problem(s). The Contractor shall provide consultant assistance (usually by telephone) to supervisor/management officials on how to deal with troubled employees whose job performance or conduct is affected. The consultation shall include effective identification of issues and strategies for referring employees to the EAP or to referral resources.

The Contractor shall advise NRC supervisors, management officials, union representatives and other key NRC personnel, as necessary, on how to assist in making an EAP referral, with special focus on client confidentiality requirements. The estimated number of employees requiring supervisor/management consultation services is 4-5 percent of approximately 397 people.

The Contractor shall respond to a request for Supervisor/Management Consultation Services within 12 hours of receipt of the request.

Task 9 - Provide Promotional Materials

The Contractor shall provide promotional materials within 10 calendar days of COR request and submit these to the COR. The promotional materials shall emphasize the confidential nature of the EAP. Promotional materials shall be customized for NRC needs and shall include, but not be limited to, the Contractor's EAP services in the following marketing venues:

1. Informational brochures, highlighting EAP topics of employee interest;
2. Wallet cards;
3. Posters;
4. Electronic newsletters;
5. Initial introduction letter to the NRC;
6. Supervisor Orientation Manual

Promotional Material General Requirements:

1. All promotional materials shall have COR approval prior to general use.
2. The production and mailing of all promotional materials shall be the responsibility of the Contractor. Upon award, the COR will provide the Contractor with the mailing addresses for the NRC's Regional Offices. Regional offices will be responsible for distribution to the nuclear plant sites.
3. The Contractor shall replenish all promotional materials throughout the contract term, upon COR request. This additional material shall not exceed 400 pieces of each type per contract year.
4. The Contractor shall notify the COR prior to making any changes on the promotional material regarding how employees access any of the Contractor's EAP services. The Contractor shall coordinate changes with the COR to determine if the promotional material needs revision and distribution. Any reprinting and re-distribution of the promotional material shall be the Contractor's responsibility.

Promotional Material Specific Content and Distribution:

1. Informational Brochures: These brochures shall highlight EAP topics which would be of employee interest and shall include, but not be limited to, how to obtain EAP services, what services are available, and for whom. The Contractor shall provide one brochure for each employee as an initial distribution.
 - a. Brochures shall be made available to the NRC employees during orientations, supervisor orientation sessions, and at all outreach activities.
 - b. Brochures shall be distributed to all NRC employees via either

the COR or the Regional Office contacts on an as-needed basis after initial distribution.

2. Posters: Topical posters shall be distributed to the COR and the Regional Office contacts. The COR will provide guidance on the number of posters needed for each NRC location, not to exceed 500 posters for the initiation distribution. The COR and the Regional Office contacts are responsible for ensuring that key sites at their facilities have posters.
3. Electronic newsletter: These quarterly newsletters shall highlight current, relevant EAP topics which would be of employee interest. The newsletter shall contain NRC-specific information describing how to obtain EAP services.
4. Supervisor Orientation Manual: The Contractor shall provide an electronic copy of the Contractor's standard Supervisory Orientation Manual to the COR within 10 calendar days from COR request. The COR will make the determination whether or not the Contractor shall use the NRC's EAP Supervisory Orientation Manual (if developed), or the Contractor's Supervisory Orientation Manual for the orientation sessions.

Task 10 - Provide Supervisory Orientations (Optional Task)

Upon the request of the COR, the Contractor shall provide instructor-led orientation sessions for one-hundred (100) percent of the NRC's supervisors. The number of supervisors is not expected to exceed 397. The orientation sessions for supervisors shall be held at the NRC's Regional locations and Headquarters. The Contractor shall coordinate with the Regional contacts and the COR to schedule the orientation sessions within 90 calendar days from COR request. The orientations shall include, but not be limited to, availability of advice and consultation for supervisors; basic distinction between supervision and counseling; general principles of crisis management; an emphasis that supervisors need to protect privacy and confidentiality; informal and formal referrals; methods of reporting breakdown of adequacy or continuity of treatment; basic concepts of mental health, illness, alcoholism and substance abuse, treatment methods and prognosis; techniques used to identify violence in the workplace. In addition to the qualifications noted under C.5, the Contractor shall provide staff that are skilled in effective presentation delivery.

Subtask 10.1 - Prepare and Distribute Supervisor Orientation Video:

The Contractor shall provide Supervisor Orientation Video to the COR. The Supervisory Orientation Video shall be approximately thirty (30) minutes in length, and shall be submitted in a draft form for approval to the COR within sixty (60) calendar days from COR request, and in final form within 30 calendar days from receipt of the COR's comments on the draft. The video shall cover subject matter that is contained in the Supervisor Orientation Manual, as well as provide instructions on how to make an effective supervisory referral to the EAP for performance or conduct issues. The Contractor shall be responsible for the maintenance, scheduling, and mailing (if applicable) of the videos to the COR and the Regional Office contacts. If the Contractor provides the video in a DVD format, the number of DVDs shall not exceed 5 copies to the COR. For an online video, the Contractor shall provide access to the COR such that the COR has the ability to distribute the video to all NRC supervisors. The format

shall be at the Contractor's discretion. An electronic version of the Supervisor Orientation video is preferred.

Subtask 10.2 - Prepare and Distribute Supervisory Orientation Manual:

The Contractor shall provide a hard copy of the Supervisory Orientation Manual to each supervisor attending an orientation session. The Contractor shall also provide the Supervisor Orientation Manuals to the COR or the Regional Office contact for distribution to all supervisors not in attendance at the orientation sessions. In addition to the printed version, an electronic version shall also be made available for distribution via the NRC's Intranet. The manual shall include the following informational content:

- a. purpose of the EAP;
- b. how to access EAP services;
- c. range of personal problems covered;
- d. services provided;
- e. identifying the employee facing troubling times;
- f. supervisor's role in the referral process; and,
- g. confidentiality requirements.

Subtask 10.3 Provide and Distribute Presentation/Evaluation Form to Supervisors:

The Contractor shall provide and distribute a Presentation/Evaluation Form to each supervisor attending the orientation session. The Contractor shall electronically submit the completed Presentation/Evaluation Forms from each session to the COR within 10 calendar days of completion of the session.

Task 11 - Provide Employee Orientations (Optional Task)

Per COR written request, the Contractor shall provide orientation sessions at the NRC's Headquarters and Regional Office locations. The Contractor shall schedule each session within 90 calendar days from COR request. The Contractor shall coordinate scheduling the employee orientation sessions with the Regional Office contacts and the COR. The orientations shall include, but not be limited to, how to obtain EAP services, its purpose, what services are available and for whom. The estimated number of employees requiring an employee orientation is approximately 3,358 people.

Subtask 11.1 Prepare and Distribute Employee Orientation Video:

The Contractor shall provide an Employee Orientation Video to the COR. The employee orientation video shall be approximately fifteen (15) minutes in length, and shall be submitted in a draft form for approval to the COR within sixty (60) calendar days from COR request, and in final form within 30 calendar days from receipt of the COR's comments on the draft. The video shall cover subject matter that includes, but is not limited to, how to obtain EAP services, what services are available and for whom. The video shall emphasize the confidential nature of the EAP services. The Contractor shall be responsible for the maintenance, scheduling, and mailing (if applicable) of the videos to the COR and the Regional Office contacts. If the Contractor provides the video in a DVD format, the number of DVDs shall not exceed 10 copies to the COR. For an online video, the Contractor shall provide access to the COR such that the COR has the ability to distribute the

video to all NRC employees. The format shall be at the Contractor's discretion. An electronic version of the Employee Orientation Video is preferred.

Subtask 11.2 Provide and Distribute Employee Orientation EAP Brochure:

The Contractor shall provide an EAP brochure to each employee participating in the employee orientations.

Subtask 11.3 Provide and Distribute Presentation/Evaluation Form to Employees:

The Contractor shall provide and distribute a Presentation/Evaluation Form to each NRC employee attending the orientation session. The Contractor shall electronically submit the completed Presentation/Evaluation Forms from each session to the COR within 10 calendar days of completion of the session.

Task 12 - Provide Legal, Financial and Work-Life Services

The Contractor shall provide legal, financial, and work-life services to NRC employees. Legal services shall include, but not be limited to, follow-up letters to third parties, review of documents, wills, and powers of attorney. Financial services shall include, but not be limited to, general tax information, financial planning, investment strategies, and family budgeting and debt reduction. Work-life referral services shall include, but not be limited to, finding child or elder care, planning for college, relocating to a new city, finding pet care, purchasing a car, and home repair.

The Contractor shall, within thirty (30) calendar days of award, submit via email to the COR, written protocols and procedures for assessing and providing legal, financial, and work-life services to NRC's employees. The estimated number of employees requiring legal, financial and work-life services is 4-5 percent of approximately 3,358 people.

Network of Licensed Attorneys:

The Contractor shall manage a network of credentialed (verified) and insured attorneys. The Contractor shall provide NRC employees with access to experienced attorneys in the state in which the employee resides.

The Contractor shall ensure that all attorneys are licensed by the Bar Association in the state(s) where the employee's need arises for legal services. The attorney and the law firm shall maintain a minimum of \$500,000 Errors and Omissions coverage or the amount of insurance coverage mandated by the state(s) in which the attorney is licensed, whichever is greater.

The Contractor shall ensure that attorneys do not engage in self-referrals under the appropriate Model Ethical Rules Governing Lawyer Referral and Information Service.

The Contractor shall ensure that attorneys do not engage in "sales", offer products, or take commissions from employees through this contract.

Network of Financial Advisors:

The Contractor shall manage a network of credentialed (verified) independent financial advisors. The Contractor shall provide NRC employees with access to experienced financial advisors in the state in which the employee resides.

The Contractor shall ensure that financial advisors do not engage in "sales," offer products, or take commissions from employees through this contract.

Task 13 - Provide Outreach Activities

Contractor shall provide outreach activities to all NRC offices including the HQ office, the four Regional offices, the Technical Training Center, and if requested and approved in writing by the COR, on-site at the remote office locations where Resident Inspectors are located. The Contractor shall coordinate with the COR 10 business days prior to any regional outreach activities when NRC-specific, hard copy marketing materials are needed. The outreach activities at the HQ office shall typically be handled by the on-site Counselor provided through the term of the contract. However, there may be times where an additional on-site Counselor is also needed at the HQ office to provide outreach activities.

Outreach activities shall include, but not be limited to, informational services and educational workshops such as the following: How to Deal with Stress, Critical Incident Stress Management (CISM), Conflict Resolution, and employee and supervisor-related workshops not already provided by the on-site EAP Counselor. CISM describes counseling and debriefing services targeted at employees who have experienced a traumatic event. CISM aims to decrease emotional stress and increase overall employee functioning. All outreach activities shall emphasize access to and utilization of EAP services. The estimated number of employees requiring outreach services is 4-5 percent of approximately 3,358 people.

General Outreach:

1. With the exception of its Headquarters location already served by an on-site Counselor, the Contractor shall provide outreach activities to NRC employees. The amount and complexity of CISM services is difficult to predict due to the nature of disasters, but is not expected to exceed two per year. Other outreach activities are not expected to exceed six per year. Travel by the Contractor's staff shall require prior written approval of the COR. The Contractor shall coordinate the topics, dates, times, and sites for outreach activities with the COR prior to scheduling. The Contractor shall make every attempt to provide outreach activities to utilize the local network of Counselors in the area of which the outreach activities are being requested in order to reduce potential travel costs.
2. All outreach activities related to "Drug-Free Workplace," shall conform to NRC guidelines that will be provided by the COR.
3. The Contractor shall provide and distribute a Presentation/Evaluation

Form to each NRC employee attending the outreach session. The Contractor shall electronically submit the completed Presentation/Evaluation Forms from each session to the COR within 10 calendar days of completion of the session.

4. Counselors conducting outreach activities provide the following basic educational programs: employee and supervisor orientations, stress management, and substance abuse.
5. If the NRC requests a HQ educational program that the on-site Counselor is unqualified to present, the Contractor shall select a qualified local speaker who meets the requirements in section C.5. The Contractor shall obtain COR approval prior to selecting a speaker. If approved, the Contractor shall work with the COR to determine the date and time for the presentation. Examples of potential educational programs are as follows:

Organizational Planning and Change

- Transitions in the Workplace - Coping with Change
- Transitions in the Workplace - for Employees
- Managing Change

Organizational Readiness

- Assessing and Preventing Violence in the Workplace
- Critical Incident Stress Management Services (CISM)

Employee Relations and Conflict Management

- Conflict Resolution: Playing by the Rules
- Conflict Negotiation and Resolution in the Workplace - for Employees
- Cultural Diversity: Understanding Our Differences and Similarities
- Men and Women on the Job: Gender-Related Issues in the Workplace
- Communication Skills: Creating Win-Win Dialogues
- Respect and Positive Interaction in the Workplace: Cultivating and Promoting Respectful Work Environments
- Working Well
- Anger Management
- Dealing With Difficult People
- Understanding Domestic Violence

Worksite Wellness

- Healthy Lifestyle and Wellness
- Stress Management
- Time Management: Foundation Skills for Successful Living
- Becoming a Wise Health Consumer
- Coping With Depression
- Ups and Downs for the Holiday Season
- Loneliness From Loss

Substance Abuse and Addictions

- Substance Abuse: The Supervisor's Role
- Substance Abuse: Increasing Awareness-Employees
- Gambling

Balancing Work and Life

- Effective Parenting
- Elder Care
- Balancing Work and Family
- Enriching Relationships: Communication Skills
- Enriching Relationships: Differing Needs
- Enriching Relationships: Lasting Commitment
- Enriching Relationships: Common Pitfalls

Task 14 - Provide EAP Website

The Contractor shall provide a comprehensive EAP Website that can be accessed by all NRC employees. Website privacy policies shall be in accordance with applicable NRC regulations. In addition, the EAP Website shall comply with encryption standards per confidentiality requirements. The EAP Website shall allow employees to obtain information on various EAP-related topics and shall also provide a way for employees to securely request services through the Website, in addition to being able to access services by calling the 800 number. The COR reserves the right to edit Website content to make it NRC-specific, as appropriate. Upon Contractor acceptance of the award, the COR will review the Contractor's EAP Website for potential, reasonable NRC-specific edits. If edits are required, the Contractor shall make edits to the Website within 15 calendar days of receipt of edits from the COR. The EAP website shall be operational within thirty (30) calendar days after Contractor acceptance of the award.

Task 15 - Provide Additional Outreach Activities (Optional Task)

Outreach activities shall include, but not be limited to, informational services such as educational workshops (e.g., How to Deal with Stress, Critical Incident Stress Management, Conflict Resolution, and employee and supervisor related orientations not already provided by the on-site EAP Counselor). Critical Incident Stress Management (CISM) describes counseling and debriefing services targeted at employees who have experienced a traumatic event. It helps decrease emotional stress and increase overall employee functioning.

These activities are additional activities that exceed the max annual outreach activities noted in Task 14 and are not included in EAP & Worklife Services monthly firm- fixed-price.

Task 16 - Attend and Participate in NRC Meetings

The NRC intends to hold a postaward conference after award is made. The Contractor will be expected to participate in that meeting in person or telephonically.

In addition, the COR anticipates periodic meetings between the Contractor and the COR (likely on a quarterly basis but more frequent if necessary) to discuss contract-related matters and ensure an open dialog exists between the NRC and the Contractor.

Task 17 - Investigate, Record, Report and Resolve Complaints

The Contractor shall investigate, record, and report on all service complaints and any responses from the Client Satisfaction Survey that are below a satisfactory rating. A written summary of the facts and conclusions of the Contractor's investigation shall be submitted to the COR via email within ten (10) business days of receiving the complaint.

- a. The summary shall include the date the complaint was reported, the source and nature of the complaint, and any remedial action taken.
- b. The Contractor shall not include any client-identifying information in the summary in order to comply with confidentiality laws.
- c. The final resolution of the complaint shall meet the COR's approval.

C.3 Labor Category Requirements

Minimum Requirements:

1. Every person working under this contract shall hold a Masters or Doctorate degree from an accredited college or university recognized by the corresponding professional association(s) in a clinical mental health field.
2. Every person working under this contract shall hold a current state license or state certification to practice as a mental health practitioner (e.g., social worker, clinical psychologist, marriage and family counselor, and professional counselor) in the state(s) where practice takes place and shall never have been barred from practice anywhere in the United States.
3. Personnel assigned to perform duties related to employee clients in other states (e.g., telephonic screening/triage, backup for remote locations, short-term temporary case-management to ensure 24-hour service access and/or ongoing position filled during position vacancies or when a Counselor is on leave) shall be licensed or certified in the state where he/she is physically located and have adequate knowledge of the state laws governing mental health issues and clinical practice for the population they are serving and never have been barred from practice anywhere in the United States. Clinical supervision and consultation shall be available (24 hours a day) and used to ensure adequate knowledge of state laws is appropriately integrated into the delivery of services.
4. Shall be able to practice at the independent level without requiring state mandated clinical supervision.
5. Shall have demonstrated capability to complete accurate substance abuse assessments.
6. Shall have demonstrated skill in presentation delivery for staff delivering employee

and supervisory orientations or any of the outreach activity presentations. Demonstrated skill shall be verified by the Contractor by: reviewing resumes, conducting an initial screening interview, conducting a second interview, and contacting professional references who can speak to the staff's presentation and public-speaking capabilities.

7. Shall have the training, experience, and ability to communicate, understand, and work with employees from diverse ethnic and racial backgrounds.
8. Shall have knowledge of Federal and State laws related to risk assessment. Shall in every case involving risk of violence, and in compliance with the laws governing the specific locale, notify any intended victim(s) as well as local law enforcement officials of any threat of violence made by any employee client who presents a clear and present danger to self and/or others.
9. Shall be trained in the diagnosis and treatment of drug-related addictive diseases; shall have the ability to: counsel employees in the occupational setting; identify drug use; and plan the drug treatment or rehabilitation programs.

Key Personnel Requirements and Duties:

Clinical Director

The Clinical Director shall meet or exceed the requirements stated above under "Minimum Requirements," and, in addition, shall be an experienced mental health clinician and clinical supervisor who has had at least ten (10) years of direct clinical supervisory experience, preferably in EAP or an EAP-related field. Certified Employee Assistance Professionals are preferred.

Clinical Director Duties:

1. The Clinical Director shall be responsible for the management of all clinical duties necessary to ensure the optimal functioning of the EAP. The Clinical Director shall oversee the clinical policies, procedures and practices of all qualified clinical staff.
2. The Clinical Director shall oversee the discussion of priority cases. Priority cases include all of the following: cases involving alcohol and/or other drug use; risk, threats or actual acts of violence; child, elder or partner abuse/neglect; positive alcohol or other drug test results; settlement agreements including last chance; and other cases selected by the Counselor based upon need for consultation/supervision. Every priority case shall be reviewed before the third session with the employee client. Supervision shall be sought on each case when the Counselor assesses a risk of violence is present.
3. The Clinical Director shall return phone calls within the same business day, of receiving a call or notification of a call, carry a cell phone, and be available for emergencies.

Project Director

The Project Director shall meet or exceed the requirements stated above under

“Minimum Requirements,” and in addition, shall be an experienced mental health clinician and administrator who has at least ten (10) years of health care administration experience and five (5) years of experience in the administration of a multi-state program, preferably an EAP. Certified Employee Assistance Professionals (CEAP) are preferred.

Project Director Duties:

1. The Project Director shall have decision making authority on all matters pertaining to the Contractor's performance under the order, and shall be responsible for all administrative and management functions necessary for the optimal functioning of the EAP.
2. This individual shall serve as the focal point for contact with the NRC COR.
3. When the Project Director is unavailable, an Alternate Project Director shall serve in their absence. The Alternate Project Director will function as the Acting Project Director and shall perform the same function as the Project Director.
4. The Project Director shall return phone calls within the same business day of receiving a call or notification of a call, carry a cell phone, and be available for emergencies.

On-site Counselor

The on-site Counselor shall meet or exceed the requirements stated above under “Minimum Requirements,” and shall also act as a consultant at the Headquarters location thirty-five (35) hours per week. In addition, the on-site Counselor shall: be a post-graduate-level mental health professional with at least two (2) years of experience in the field of alcoholism and drug abuse (master preferred in social worker, counseling, or psychology) preferably with certification in chemical dependency; have demonstrated proficiency in assessing and counseling individuals with substance abuse problems (proficiency may be demonstrated through experience, certification, or continuing education); have previous EAP experience working in a business setting and advising supervisors, managers, and union officials in dealing with employees experiencing problems; CEAP's are preferred; and have at least three (3) years of experience in assessment and counseling.

On-site Counselor Duties:

1. Provide clinical and outreach activities including employee orientation and supervisor orientation sessions when requested by the COR.
2. Take telephone calls directly during regular working hours. During off hours and on weekends and holidays, the on-site Counselor shall direct incoming telephone calls and requests for services to the Contractor's central office.
3. Collaborate with the NRC Health Center and Fitness Center staff in designing educational programs as described in this Statement of Work (see Task 13), providing consultations regarding specific cases, and identifying NRC employee wellness needs.
4. Periodically attend employee functions to promote and encourage program utilization.

5. Write and edit EAP/Wellness-related articles for publication in NRC media at COR request. Articles shall be electronically submitted to the COR for publication in NRC media. The number of articles is not expected to exceed two per quarter.
6. Present workshops on various EAP-related subjects/topics. Prior to presenting workshops, the on-site Counselor shall vet the workshop topics with the COR.

Policies and Procedures:

The following policies and procedures will govern the administration of the on-site Counselor:

1. NRC office space will be provided for an on-site Counselor's location that permits anonymous entry and sufficient privacy for counseling.
2. The on-site Counselor shall coordinate with the COR for scheduling rooms and equipment and other administrative issues, as necessary.
3. The Contractor shall notify the COR prior to leave being taken by the on-site Counselor in order for the COR to determine if a substitute is needed. Upon award, the Contractor shall identify a backup in-site Counselor that meets all on-site Counselor requirements. Upon award, the on-site Counselor backup shall immediately start the NRC badging process to ensure that the person is cleared to serve as the on-site Counselor, as necessary.
4. Due to the length of time needed for NRC badging, the Contractor shall endeavor to provide a stable staff with low turnover and attempt to provide the same on-site Counselor for employees to maintain continuity in services as well as to lend credibility to the program.

Counselors

The Counselors shall meet or exceed the requirements stated above under "Minimum Qualifications."

Counselor Duties:

1. Shall be responsible for the clinical assessment, counselling/problem solving, referral if appropriate, monitoring and follow-up services. Within this context, shall accept all referrals and offer employees the possibility of an initial appointment in a timely manner.
2. Shall, prior to any employee receiving services from the EAP, have the employee sign the Statement of Understanding. Counselors shall advise the employee that a decision to accept assistance is voluntary and that the counselling sessions provided by the EAP are free-of-charge (i.e., employee benefit).
3. Until the Statement of Understanding is signed, the employee shall not be considered an EAP client. In the event that telephone counselling is provided in lieu of face-to-face counselling, the Counselor shall read or, for deaf or hard of hearing, review with the use of TTY, the Statement of Understanding with the employee over the phone. The

Counselor shall obtain the employee's signature on the Statement of Understanding prior to the end of the first face-to-face counselling session. The Counselor shall receive the signed Statement of Understanding from the employee client in order for the employee to receive EAP services.

4. If a referred employee refuses to sign the Statement of Understanding, the Counselor shall document the refusal, state whether or not the employee has read the form and provide the employee with a referral to an appropriate alternative service.
5. In emergency situations, Counselors shall offer EAP service prior to the signing of the Statement of Understanding. In such situations, Counselors shall attempt to have the Statement of Understanding signed as soon as possible after the crisis has subsided.

C.4 Copies of Certifications and/or Licenses

Within ten days of receiving a written request from the COR, the Contractor shall provide copies of degrees, certifications and/or licenses for Contractor personnel.

C.5 Reporting Requirements

Quarterly Utilization Report:

The Contractor shall submit a program utilization report to the COR on a quarterly basis. The report shall include, but not be limited to: problem area; number of CISM activities provided; number of outreach presentation activities provided; type of referral (e.g., self, supervisory, etc.); treatment recommendation (e.g., self-help, therapy, etc.); statistics for hourly usage of all on-site Counselors, and the number of consultations with supervisors. The report shall also include: a summary of the Client Satisfaction Survey results by question; problems and/or obstacles encountered and how these were resolved; and conclusions and recommendations for current reporting periods and future reporting periods, as applicable. This information shall be provided by employee location (e.g., Headquarters, Region I, etc.) and an aggregate of all locations combined.

The Contractor shall provide utilization statistics for the NRC. For employee utilization of EAP services greater than ten (10) percent or utilization less than three (3) percent, analysis shall be developed by the Contractor to determine the cause for the high or low utilization, and what outreach activities or other needs are necessary to bring the utilization rate in check, subject to approval by the COR.

Annual Utilization Report:

The Contractor shall provide an annual utilization report that includes a summary of the information in the Quarterly Utilization Report along with the conclusions and recommendations for the reporting year.

Annual Continuous Quality Improvement (CQI) Work Plan:

The Contractor shall develop and maintain a comprehensive Annual CQI Work Plan for measuring, evaluating, and improving performance of clinical and administrative services provided under the terms of the contract. This Annual CQI Work Plan shall include, but not be limited to: key indicators identified to be measured and evaluated during the contract year; goals for the contract year; data sources and methodologies for providing EAP Services; actions in place for meeting the goals; and recommendations for any special initiatives.

In addition, the Annual CQI Work Plan shall address, but not be limited to: client satisfaction; counselor retention; telephone access; program utilization; client records reviews; counselor capacity ratings; counselor completion of data outcome fields; response to critical incidents; compliments and complaints; outcomes or other research studies; and other categories used to evaluate program and quality improvement needs.

Quarterly CQI Work Plan Report:

The Contractor shall develop and submit a quarterly CQI Work Plan Report to the COR. The report shall include:

1. Status of key indicators identified in the Annual CQI Work Plan;
2. Progress towards accomplishment of EAP goals outlined in the Annual CQI Work Plan;
3. Status of progress toward accomplishment of recommended special initiatives;
4. Reporting on, but not limited to, the following: client satisfaction; counselor retention; telephone access; program utilization; client records reviews; counselor capacity ratings; counselor completion of data outcome fields; response to critical incidents; compliments and complaints; outcomes or other research studies; and other categories used to evaluate program and quality improvement needs.

Program Quality Review

The COR will periodically audit Contractor records and services. The following elements will be sampled:

1. When requested by the COR, the Contractor shall provide case files to the COR for case file inspection review within 5 business days of the receipt of the COR's request.
2. Case files will be reviewed for completeness, appropriateness of referral, and appropriate continuity of care.
3. Utilization of services will be reviewed to evaluate program performance.
4. Utilization rates will be reviewed on a quarterly basis and a determination will be made concerning additional Outreach Activity if the rate of use so indicates.

C.6 Contract Deliverables

Task # or Section #	Deliverable	Due Date	Format	Submit by email to
Task 1.1	Draft Client Satisfaction Survey	Within 2 business days after Contactor acceptance of award	Readable by Microsoft Word 2013	COR
Task 1.1	Final Client Satisfaction Survey	Within 1 business day from receipt of COR's edits to the draft	Readable by Microsoft Word 2013	COR
Task 1.2	Draft Presentation/ Evaluation Form	Within 5 business days from Contractor Acceptance of award	Readable by Microsoft Word 2013	COR
Task 1.2	Final Presentation/ Evaluation Form	Within 5 business days from COR's edits to draft	Readable by Microsoft Word 2013	COR
Task 10.1* optional task	Draft Supervisor Orientation Video	Within 60 calendar days of Contractor receipt of written request by COR	Website link or DVD	COR
Task 10.1* optional task	Final Supervisor Orientation Video	Within 30 calendar days of Contractor receipt of COR's feedback regarding the Draft Supervisor Orientation Video	Website link or DVD	COR
Task 11.1* optional task	Draft Employee Orientation Video	Within 60 calendar days of Contractor receipt of written request by COR	Website link or DVD	

Task 11.1* optional task	Final Employee Orientation Video	Within 30 calendar days of Contractor receipt of COR's feedback regarding the Draft Supervisor Orientation Video	Website link or DVD	COR
Task 17	Investigation Complaint Report Summary	Within 10 business days from receiving a complaint	Readable by Microsoft Word 2013	COR
C.7	Quarterly Utilization Report	Within 10 business days of the end of the reporting period	Readable by Microsoft Word 2013 or Adobe .pdf	COR
C.7	Annual Utilization Report	Within 30 calendar days from the beginning of each contract year	Readable by Microsoft Word 2013 or Adobe .pdf	COR
C.7	Draft Annual CQI Work Plan	Within 10 calendar days from the beginning of each contract year	Readable by Microsoft Word 2013	COR
C.7	Final Annual CQI Work Plan	Within 10 calendar days from receipt of COR's comments on the draft	Readable by Microsoft Word 2013	COR
C.7	Quarterly CQI Work Plan Reports	Within 10 business days of the end of the reporting period	Readable by Microsoft Word 2013 or Adobe .pdf	COR

C.7 CONTRACT DELIVERABLE COMPLIANCE WITH SECTION 508 OF THE REHABILITATION ACT OF 1973, AS AMENDED

In 1998, Congress amended the Rehabilitation Act of 1973 (29 U.S.C. §794d) as amended by the Workforce Investment Act of 1998 (P.L. 105 - 220), August 7, 1998 to require Federal agencies to make their electronic and information technology (EIT) accessible to people with disabilities. Inaccessible technology interferes with an ability to obtain and use information quickly and easily. Section 508 was enacted to eliminate barriers in information technology, open new opportunities for people with disabilities, and encourage development of technologies that will help achieve these goals. The law applies to all Federal agencies when they develop, procure, maintain, or use electronic and information technology. Under Section 508 (29 U.S.C. §794d), agencies must give disabled employees and members of the public access to information that is comparable to access available to others.

Specifically, Section 508 of that Act requires that when Federal agencies develop, procure, maintain, or use EIT, Federal employees with disabilities have access to and use of information and data that is comparable to the access and use by Federal employees who are not individuals with disabilities, unless an undue burden would be imposed on the agency. (36 C.F.R. §1194 implements Section 508 of the Rehabilitation Act of 1973, as amended, and is viewable at: <http://www.access-board.gov/sec508/standards.htm>)

The following accessibility standards from 36 C.F.R. Part 1194 have been determined to apply to this contract. See www.section508.gov for more information:

- [X] 1194.22 Web-based intranet and internet information and applications.**
- [X] 1194.23 Telecommunications products (applies to the EAP website)**
- [X] 1194.24 Video and multimedia products (applies to video or other multimedia deliverables)**
- [X] 1194.41 Information, documentation, and support**

C.8 Release of Publications

Any documents generated by the Contractor under this contract shall not be released for publication or dissemination without CO and COR prior written approval.

C.9 Place of Performance

The work to be performed under this contract shall take place at various locations, which includes NRC HQs and regions, the Contractor's facility, and counselor offices nationwide.

C.10 Recognized Holidays

The onsite Counselor located at NRC HQs is not required to provide service on the following holidays:

New Year's Day	Labor Day
Martin Luther King Jr.'s Birthday	Columbus Day
President's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

C.11 Hours of Operation

The on-site Counselor located at NRC HQs shall be available to provide required support 35 hours per week, Monday through Friday, except Federal holidays or when the Government facility is closed due to local or national emergencies, administrative closings, or similar Government-directed facility closings. The exact schedule of hours required each day will be communicated to the Contractor by the COR.

C.12 Data Rights

FAR 52.227-14, Rights in Data – General (May 2014) and FAR 52.227-17, Rights in Data – Special Works (Dec 2007) are hereby incorporated by reference and apply to deliverables provided under this contract.

C.13 Applicable Publications (Current Editions)

The Contractor shall comply with the following in providing services under this contract. The COR can provide copies of them or access to them:

1. NRC Management Directive 10.122: Employee Assistance and Wellness Services Program Directive
2. NUREG/BR-0134, Rev 2: NRC Drug-Free Workplace Plan

C.14 Definitions

- **Affiliate Network.** For the purposes of this contract, the affiliate network is the group of counselors, clinicians, and other treatment providers with which the Contractor has formal business relationships to provide services in areas outside the Contractor's physical presence. Throughout this document these may be referred to as the affiliate network, affiliates, affiliate counselors, affiliate clinicians, or affiliate providers.
- **Alcohol Abuse or Alcoholism.** A treatable health condition in which an employee's work performance or conduct may be impaired as a direct result of the use of alcohol. "Handicapped individuals" for purposes of the Rehabilitation Act of 1973 include alcoholics.
- **Assessment.** A phase of the EAP process during which a Contractor's Counselor interviews the employee to determine the nature of the presenting problem and develops an action plan. This phase results in the opening of a new case file or reopening an existing case file.
- **Case Management.** The process by which an employee's movement after assessment is guided and monitored. This activity involves keeping track of the employee's progress during treatment on an on-going basis, through contacts with the employee and collateral agents such as the employee's supervisor, and community resource(s) which the employee may be involved with as part of the treatment plan. Such contacts are to be made on a periodic basis to ensure that the employee is progressing and to

modify the treatment plan as required.

- **Child Care Referral.** The EAP directs employees to community resources that have information regarding licensed childcare facilities. The referral may be made via phone, mail, or website. The EAP does not make direct referrals to specific child care facilities, agencies or providers; rather, it provides assistance in contacting licensing departments for a listing of available resources in a community.
- **Community Resources.** Agencies and individual practitioners accessible to an EAP client population. Such resources include, but are not limited to, hospitals and other in-patient/out-patient treatment facilities; alcohol/drug treatment centers, family counseling services; financial counseling services; and self-help groups.
- **Conflict Resolution.** Process of attempting to resolve a dispute or a conflict. Successful conflict resolution occurs by listening to and providing opportunities to meet each side's needs, and adequately address their interests so that they are each satisfied with the outcome. Conflict Practitioners talk about finding the win-win outcome for parties involved, vs. the win-lose dynamic found in most conflicts.
- **Counseling.** Professional psycho-educational, problem-solving services as provided by psychiatrists, psychologists, social workers, and/or other mental health providers who have a license or certification from the State(s) in which they practice.
- **Critical Incident/Crisis Intervention.** An emotionally traumatic occurrence or situation taking place at a worksite. Examples of situations that may require this type of intervention include, but are not limited to: a fatality at the worksite; large-scale natural disaster; or the death of an employee.
- **Drug Abuse.** A treatable health problem in which an employee's work performance or conduct is impaired from using drugs that are mind-altering or psychotropic in affect. Drug abuse is a handicapping condition under the Rehabilitation Act of 1973.
- **Drug Free Workplace Plan.** The Drug Free Workplace Plan is an NRC specific plan developed in accordance with Executive Order 12564 (Drug-Free Federal Workplace, 1986).
- **EAP (Employee Assistance Program).** A mechanism to provide professional help for personal problems such as drug or alcohol related issues; family; emotional; personal; and/or medical concerns. The EAP may be accessed by referral through self, union, co-worker, family, supervisor, or medical staff.
- **Elder Care.** The EAP directs employees to community resources that have information regarding licensed elder care facilities. The referral may

be made via phone, mail, or website. The EAP does not make direct referrals to specific elder care facilities, agencies or providers; rather, it provides assistance in contacting licensing departments for a listing of available resources in a community.

- **Evaluation of Services.** A process of ascertaining employee and NRC satisfaction with the services provided under this contract.
- **Family Member.** A family member is either a relative of an employee or someone in a primary relationship with an employee. A family member may be described as anyone who is dependent upon the Federal employee for at least 50% of his or her financial support. This may include exchange students, students away at college, and children residing with an ex-spouse.
- **Financial Assistance.** The EAP provides referrals for financial assistance including, but not limited to, referrals for debt consolidation, credit counseling, or bankruptcy issues via phone, mail, or website. The EAP is responsible for connecting the employee with appropriate referral resources. However, the EAP is not responsible for locating direct sources of money, but may provide a referral to a non-profit organization to assist the employee with financial needs. The EAP focuses on identifying employee needs and potential resources for support based on the employee's ability to pay.
- **Local Travel.** Local travel is travel conducted on official business within a 50-mile radius of the official duty station. This does not include travel to and from work or parking. The Contractor shall not be reimbursed for local travel.
- **Management Consultation.** Meetings and/or discussion between a management official and a contracted EAP staff member. The purpose of the consultation is to discuss potential management issues and to help guide the NRC in making decisions.
- **Outreach Activities.** Worksite activities that may be of an educational or a clinical nature. Such activities may include, but are not limited to, employee and supervisory orientations, educational seminars, critical incident stress debriefings, and conflict mediation.
- **Referrals**
 - **Formal Supervisory Referral.** The referral of an employee to the EAP by the COR or a supervisor on the basis of deteriorating or unacceptable work performance or conduct.
 - **Informal Referral.** The referral of an employee to the EAP by a supervisor, family member, co-worker, or union representative because of a problem that may be, but is not necessarily, work performance or conduct oriented.

- **Referral as an Element of the Assessment Process.** The referral of an employee by an EAP Counselor to one or more "community resources" based on completion of an assessment and problem identification.
- **Self-Referral.** The voluntary, self-initiated use of the EAP by an employee or family member.
- **Rehabilitation Agreement.** A rehabilitation agreement is developed in collaboration between the Contractor and the COR, with input from NRC Security staff. The Rehabilitation Agreement details treatment and administrative steps to be taken by the employee to resolve problems in an effort to return the employee to full work performance and appropriate behavior. The Rehabilitation Agreement must follow procedures established by the NRC Drug Free Workplace Plan.
- **Substance Abuse Professional (SAP).** A SAP is a licensed physician (medical doctor or doctor of osteopathy), or a non-physician licensed or certified psychologist, social worker, employee's assistance professional, or addiction counselor who is certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission.
- **Short-Term Problem Solving.** Limited sessions with a licensed professional serving as an EAP Counselor to resolve problems identified in the assessment phase. Short-term problem solving sessions are separate from the assessment process; however, it is recognized that the two activities may overlap. The intent of short-term problem solving is to work through the identified problem within a limited number of sessions thereby eliminating the need to refer the employee to a community resource.
- **Supervisory Consultation.** Meetings and/or discussion between a supervisor and a contracted EAP staff member. The purpose of the consultation is to discuss a potential supervisor referral; to assist the supervisor in making a referral; to confer as appropriate during the course of intervention with an employee; and/or to follow-up with the supervisor when an intervention has been terminated.
- **Third-Party Payments.** Payments made by an employee's insurance company to a given "community resource" that cover, in full or in part, the cost of treatment.
- **Utilization.** The number of individuals accessing the EAP for assistance per year. This includes new employee cases, re-opened employee cases, new family member cases, re-opened family member cases, and in-person supervisory consultations.

TERMS AND CONDITIONS

BRANDING

The Contractor is required to use the statement below in any publications, presentations, articles, products, or materials funded under this order, to the extent practical, in order to provide NRC with recognition for its involvement in and contribution to the project. If the work performed is funded entirely with NRC funds, then the Contractor must acknowledge that information in its documentation/presentation.

Work Supported by the U.S. Nuclear Regulatory Commission (NRC), Office of the Chief Human Capital Officer, under Contract/order number TBD.

CONTRACTING OFFICER REPRESENTATIVE AUTHORITY

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

COR:

[REDACTED]

Alternate COR:

[REDACTED]

(b) The COR shall:

- (1) Monitor Contractor performance and recommend changes in requirements to the contracting officer.
- (2) Inspect and accept products/services provided under the contract.
- (3) Review all Contractor invoices/vouchers requesting payment for products/services provided under the contract and make recommendations for approval, disapproval, or suspension.
- (c) The COR may not make changes to the express terms and conditions of this contract.

PLACE OF DELIVERY-REPORTS

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

ELECTRONIC PAYMENT (SEP 2014)

The Debt Collection Improvement Act of 1996 requires that all payments except IRS tax refunds be made by Electronic Funds Transfer. Payment shall be made in accordance with FAR 52.232-33, entitled "Payment by Electronic Funds-Central Contractor Registration".

To receive payment, the Contractor shall prepare invoices in accordance with NRC's Billing Instructions. Claims shall be submitted on the payee's letterhead, 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.” The preferred method of submitting invoices is electronically to: NRCPayments@nrc.gov.

2052.204-70 SECURITY. (OCT 1999)

(a) Security/Classification Requirements Form. 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 information or matter, access on a continuing basis (in excess of 90 or more days) to NRC Headquarters controlled buildings, or otherwise requires NRC photo identification or card-key badges.

(b) It is the Contractor's duty to safeguard National Security Information, Restricted Data, and Formerly Restricted Data. The Contractor shall, in accordance with the Commission's security regulations and requirements, be responsible for safeguarding National Security Information, Restricted Data, and Formerly Restricted Data, and for protecting against sabotage, espionage, loss, and theft, the classified documents and material in the Contractor's possession in connection with the performance of work under this contract. Except as otherwise expressly provided in this contract, the Contractor shall 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 upon completion or termination of this contract.

(1) The Contractor shall complete a certificate of possession to be furnished to the Commission specifying the classified matter to be retained if the retention is:

- (i) Required after the completion or termination of the contract; and
- (ii) Approved by the contracting officer.

(2) The certification must identify the items and types or categories of matter retained, the conditions governing the retention of the matter and their period of retention, if known. If the retention is approved by the contracting officer, the security provisions of the contract continue to be applicable to the matter retained.

(c) In connection with the performance of the work under this contract, the Contractor may be furnished, or may develop or acquire, proprietary data (trade secrets) or confidential or privileged technical, business, or financial information, including Commission plans, policies, reports, financial plans, internal data protected by the Privacy Act of 1974 (Pub. L. 93-579), or other information which has not been released to the public or has been determined by the Commission to be otherwise exempt from disclosure to the public. The Contractor agrees to hold the information in confidence and not to directly or indirectly duplicate, disseminate, or disclose the information, in whole or in part, to any other person or organization except as 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 and the Contracting Officer. These changes will be under the authority of the FAR Changes clause referenced in Section I of this document.

(e) Definition of National Security Information. As used in this clause, the term National Security Information 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. As used in this clause, the term Restricted Data 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 under to Section 142 of the Atomic Energy Act of 1954, as amended.

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

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

(i) Criminal liabilities. 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.)

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

(k) In performing 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 under the contract that involves originating or generating classified documents, material, and equipment must provide that the subcontractor or supplier assign the proper classification to all documents, material, and equipment in accordance with guidance furnished by the Contractor.

2052.204-71 SITE ACCESS BADGE REQUIREMENTS. (JAN 1993)

During the life of this contract, the rights of ingress and egress for Contractor personnel must be made available as required. In this regard, all Contractor personnel whose duties under this contract require their presence on-site shall be clearly identifiable by a distinctive badge furnished by the Government. The Project Officer shall assist the Contractor in obtaining the badges for Contractor personnel. It is the sole responsibility of the Contractor to ensure that each employee has proper identification at all times. All prescribed identification must be immediately delivered to the Security Office for cancellation or disposition upon the termination

of employment of any Contractor personnel. Contractor personnel shall have this identification in their possession during on-site performance under this contract. It is the Contractor's duty to assure that Contractor personnel enter only those work areas necessary for performance of contract work and to assure the safeguarding of any Government records or data that Contractor personnel may come into contact with.

KEY PERSONNEL

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

Clinical Director
Project Director
On-Site Counselor

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

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

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

(d) If the contracting officer determines that suitable and timely replacement of key personnel who have been reassigned, terminated, or have otherwise become unavailable for the contract work is not reasonably forthcoming, or that the resultant reduction of productive effort would be so substantial as to impair the successful completion of the contract or the service order, the contract may be terminated by the contracting officer for default or for the convenience of the Government, as appropriate. If the contracting officer finds the Contractor at fault for the condition, the contract price or fixed fee may be equitably adjusted downward to compensate the Government for any resultant delay, loss, or damage.

TRAVEL APPROVALS AND REIMBURSEMENT

(a) The Contractor must receive prior written approval from the NRC COR before scheduling any travel related to this contract.

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

GREEN PURCHASING

(a) In furtherance of the sustainable acquisition goals of Executive Order (EO) 13693, "Planning for Federal Sustainability in the Next Decade," products and services provided under this contract shall be energy efficient (EnergyStar® or Federal Energy Management Program - FEMP-designated products), water efficient, biobased, environmentally preferable (excluding EPEAT®-registered products), non-ozone depleting, contain recycled content, or are non- or low toxic alternatives or hazardous constituents (e.g., non-VOC paint), where such products and services meet agency performance requirements. See: Executive Order (EO) 13693, "Planning for Federal Sustainability in the Next Decade."

(b) The NRC and Contractor may negotiate during the contract term to permit the substitution or addition of designated recycled content products (i.e., Comprehensive Procurement Guidelines - CPG), EPEAT®-registered products, EnergyStar®- and FEMP designated energy efficient products and appliances, USDA designated biobased products (Biopreferred® program), environmentally preferable products, WaterSense and other water efficient products, products containing non- or lower-ozone depleting substances (i.e., SNAP), and products containing non- or low-toxic or hazardous constituents (e.g., non-VOC paint), when such products and services are readily available at a competitive cost and satisfy the NRC's performance needs.

(c) The Contractor shall flow down this clause into all subcontracts and other agreements that relate to performance of this contract.

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) that may be provided, developed, maintained, collected, used, or disseminated, whether in paper, electronic, or other format, during performance of this contract.

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

(1) General. In addition to implementing the specific requirements set forth in this clause, the Contractor must adhere to all other applicable NRC guidance, policy and requirements for the handling and protection of NRC owned or controlled PII. The Contractor is responsible for making sure that it has an adequate understanding of such guidance, policy and requirements.

(2) Use, Ownership, and Nondisclosure. A Contractor may use NRC owned or controlled PII solely for purposes of this contract, and may not collect or use such PII for any purpose outside the contract without the prior written approval of the NRC Contracting Officer. The Contractor must restrict access to such information to only those Contractor employees who need the information to perform work under this contract, and must ensure that each such Contractor employee (including subcontractors' employees) signs a nondisclosure agreement, in a form suitable to the NRC Contracting Officer, prior to being granted access to the information. The NRC retains sole ownership and rights to its PII. Unless the contract states otherwise, upon

completion of the contract, the Contractor must turn over all PII in its possession to the NRC, and must certify in writing that it has not retained any NRC owned or controlled PII except as otherwise authorized in writing by the NRC Contracting Officer.

(3) Security Plan. When applicable, and unless waived in writing by the NRC Contracting Officer, the Contractor must work with the NRC to develop and implement a security plan setting forth adequate procedures for the protection of NRC owned or controlled PII as well as the procedures which the Contractor must follow for notifying the NRC in the 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 Contracting Officer's Representative (COR) 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 Contracting Officer's Representative (COR). After notification, the NRC will determine whether and to what extent to comply with the legal demand. The Contracting Officer will then notify the Contractor in writing of the determination and such notice will indicate the extent of disclosure authorized, if any. The Contractor may only release the information specifically demanded with the written permission of the NRC Contracting Officer.

(6) Audits. The NRC may audit the Contractor's compliance with the requirements of this clause, including through the use of online compliance software.

(7) Flow-down. The prime Contractor will flow this clause down to subcontractors that would be covered by any portion of this clause, as if they were the prime Contractor.

(8) Remedies:

(a) The Contractor is responsible for implementing and maintaining adequate security controls to prevent the loss of control or unauthorized disclosure of NRC owned or controlled PII in its possession. Furthermore, the Contractor is responsible for reporting any known or suspected loss of control or unauthorized access to PII to the NRC in accordance with the provisions set forth in Article 4 above.

(b) Should the Contractor fail to meet its responsibilities under this clause, the NRC reserves the right to take appropriate steps to mitigate the Contractor's violation of this clause. This may include, at the sole discretion of the NRC, termination of the subject contract.

(9) Indemnification. Notwithstanding any other remedies available to the NRC, the Contractor will indemnify the NRC against all liability (including costs and fees) for any damages arising out of violations of this clause.

DRUG FREE WORKPLACE TESTING: UNESCORTED ACCESS TO NUCLEAR FACILITIES, ACCESS TO CLASSIFIED INFORMATION OR SAFEGUARDS INFORMATION, OR PERFORMING IN SPECIALLY SENSITIVE POSITIONS (OCT 2014)

All Contractor employees, subcontractor personnel, applicants, and consultants proposed for performance or performing under this contract shall be subject to pre-assignment, random, reasonable suspicion, and post-incident drug testing applicable to: (1) individuals who require unescorted access to nuclear power plants, (2) individuals who have access to classified or safeguards information, (3) individuals who are required to carry firearms in performing security services for the NRC, (4) individuals who are required to operate government vehicles or transport passengers for the NRC, (5) individuals who are required to operate hazardous equipment at NRC facilities, or (6) individuals who admit to recent illegal drug use or those who are found through other means to be using drugs illegally.

The NRC Drug Program Manager will schedule the drug testing for all Contractor employees, subcontractor personnel, applicants, and consultants who are subject to testing under this clause. The consequences of refusing to undergo drug testing or a refusal to cooperate in such testing, including not appearing at the scheduled appointment time, will result in the Agency's refusal of the Contractor employee to work under any NRC contract. Any NRC Contractor employee found to be using, distributing or possessing illegal drugs, or any Contractor employee who fails to receive a verified negative drug test result under this program while in a duty status will immediately be removed from working under the NRC contract. The Contractor's employer will be notified of the denial or revocation of the individual's authorization to have access to information and ability to perform under the contract. The individual may not work on any NRC contract for a period of not less than one year from the date of the failed, positive drug test and will not be considered for reinstatement unless evidence of rehabilitation, as determined by the NRC "drug testing Contractor's" Medical Review Officer, is provided.

Contractor drug testing records are protected under the NRC Privacy Act Systems of Records, System 35, "Drug Testing Program Records - NRC" found at: <http://www.nrc.gov/reading-rm/foia/privacy-systems.html>

AUTHORITY TO USE GOVERNMENT PROVIDED SPACE AT NRC HEADQUARTERS (SEP 2013)

Prior to occupying any Government provided space at NRC Headquarters in Rockville Maryland, the Contractor shall obtain written authorization to occupy specifically designated government space, via the NRC Contracting Officer's Representative (COR), from the Chief, Space Design Branch, Office of Administration. Failure to obtain this prior authorization can result in one, or a combination, of the following remedies as deemed appropriate by the Contracting Officer.

- (1) Rental charge for the space occupied will be deducted from the invoice amount due the Contractor
- (2) Removal from the space occupied
- (3) Contract Termination

SAFETY OF ON-SITE CONTRACTOR PERSONNEL

Ensuring the safety of occupants of Federal buildings is a responsibility shared by the professionals implementing our security and safety programs and the persons being protected. The NRC's Office of Administration (ADM) Division of Facilities and Security (DFS) has

coordinated an Occupant Emergency Plan (OEP) for NRC Headquarters buildings with local authorities. The OEP has been approved by the Montgomery County Fire and Rescue Service. It is designed to improve building occupants' chances of survival, minimize damage to property, and promptly account for building occupants when necessary.

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

The NRC Contracting Officer's Representative (COR) 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 Contracting Officer's Representative (COR) 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.

INTERNET

Neither NRC nor its Contractors that manage or develop the NRC web site shall send persistent cookies, place persistent cookies on users' computers, nor collect personally identifiable information from visitors to the NRC web site unless in addition to clear and conspicuous notice, each of the following conditions are met: there is a compelling need to gather the data on the site; there are appropriate and publicly disclosed privacy safeguards for handling of information derived from "cookies"; and personal approval is obtained from the head of the agency.

RULES OF BEHAVIOR FOR AUTHORIZED COMPUTER USE

In accordance with Appendix III, "Security of Federal Automated Information Resources," to Office of Management and Budget (OMB) Circular A-130, "Management of Federal Information Resources," NRC has established rules of behavior for individual users who access all IT computing resources maintained and operated by the NRC or on behalf of the NRC. In response to the direction from OMB, NRC has issued the "Agency-wide Rules of Behavior for Authorized Computer Use" policy, hereafter referred to as the rules of behavior. The rules of behavior for authorized computer use will be provided to NRC computer users, including Contractor personnel, as part of the annual computer security awareness course.

The rules of behavior apply to all NRC employees, Contractors, vendors, and agents (users) who have access to any system operated by the NRC or by a Contractor or outside entity on behalf of the NRC. This policy does not apply to licensees. The next revision of Management Directive 12.5, "NRC Automated Information Security Program," will include this policy. The rules of behavior can be viewed at <http://www.internal.nrc.gov/CSO/documents/ROB.pdf> or use NRC's external Web-based ADAMS at <http://wba.nrc.gov:8080/ves/> (Under Advanced Search, type ML082190730 in the Query box).

The rules of behavior are effective immediately upon acknowledgement of them by the person who is informed of the requirements contained in those rules of behavior. All current Contractor users are required to review and acknowledge the rules of behavior as part of the annual computer security awareness course completion. All new NRC Contractor personnel will be

required to acknowledge the rules of behavior within one week of commencing work under this contract and then acknowledge as current users thereafter. The acknowledgement statement can be viewed at http://www.internal.nrc.gov/CSO/documents/ROB_Ack.pdf or use NRC's external Web-based ADAMS at <http://wba.nrc.gov:8080/ves/> (Under Advanced Search, type ML082190730 in the Query box).

The NRC Computer Security Office will review and update the rules of behavior annually beginning in FY 2011 by December 31st of each year. Contractors shall ensure that their personnel to which this requirement applies acknowledge the rules of behavior before beginning contract performance and, if the period of performance for the contract lasts more than one year, annually thereafter. Training on the meaning and purpose of the rules of behavior can be provided for Contractors upon written request to the NRC Contracting Officer's Representative (COR).

The Contractor shall flow down this clause into all subcontracts and other agreements that relate to performance of this contract if such subcontracts/agreements will authorize access to NRC electronic and information technology (EIT) as that term is defined in FAR 2.101.

COMPENSATION FOR ON-SITE CONTRACTOR PERSONNEL

(a) NRC facilities may not be available due to (1) designated federal holiday, any other day designated by federal statute, Executive Order, or by Presidential Proclamation; (2) early dismissal of NRC employees during working hours (e.g., special holidays or emergency situations); or (3) occurrence of emergency conditions during nonworking hours (e.g., inclement weather).

(b) When NRC facilities are unavailable, the compensation and deduction policy stated below shall be followed for Contractor employees performing work on-site at the NRC facility:

(c) The Contractor shall not charge the NRC for work performed by on-site Contractor employees who were reassigned to perform other duties off site during the time the NRC facility was closed.

(d) On-site Contractor staff shall be guided by the instructions given by a third party (e.g., Montgomery County personnel, in the case of a water emergency) in situations which pose an immediate health or safety threat to employees.

(e) The Contractor's Project Director shall first consult the NRC Contracting Officer's Representative (COR) before releasing on-site personnel in situations which do not impose an immediate safety or health threat to employees (e.g., special holidays). That same day, the Contractor must then alert the Contracting Officer of the NRC Contracting Officer's Representative's (COR) direction. The Contractor shall continue to provide sufficient personnel to perform the requirements of essential tasks as defined in the Statement of Work which already are in operation or are scheduled.

GOVERNMENT FURNISHED EQUIPMENT/PROPERTY

(a) The NRC will provide the Contractor with the following items for use under this contract: The Government will provide office space, computers with the appropriate software, monitors, printers, facsimile and copy machines, telephones with local service, office supplies, and file

cabinets. A safe will also be provided for the onsite counselor to securely store confidential records and case files.

(b) 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, Office of Administration.

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

SECURITY REQUIREMENTS FOR INFORMATION TECHNOLOGY LEVEL I OR LEVEL II ACCESS APPROVAL (JUL 2016)

The Contractor must identify all individuals selected to work under this contract. The NRC Contracting Officer's Representative (COR) shall make the final determination of the level, if any, of IT access approval required for all individuals working under this contract using the following guidance. The Government shall have full and complete control and discretion over granting, denying, withholding, or terminating IT access approvals for Contractor personnel performing work under this contract.

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

(a) felony arrest in the last seven (7) years; (b) alcohol related arrest within the last five (5) years; (c) record of any military courts-martial convictions in the past ten (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 (7) years; and (e) delinquency on any federal debts or bankruptcy in the last seven (7) 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 employee verify the pre-screening record or review, sign and date it. The Contractor shall supply two (2) copies of the signed Contractor's pre-screening record or review to the NRC Contracting Officer's Representative (COR), who will then provide them to the NRC Office of Administration, Division of Facilities and Security, Personnel Security Branch with the employee's completed IT access application package.

The Contractor shall further ensure that its personnel complete all IT access approval security applications required by this clause within fourteen (14) calendar days of notification by the NRC Contracting Officer's Representative (COR) of initiation of the application process. Timely receipt of properly completed records of the pre-screening record and IT access approval applications (submitted for candidates that have a reasonable probability of obtaining the level of security assurance necessary for access to NRC's IT systems/data) is a requirement of this

contract. Failure of the Contractor to comply with this requirement may be a basis to terminate the contract for cause, or to 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.

SECURITY REQUIREMENTS FOR IT LEVEL I

Performance under this contract will involve Contractor personnel who perform services requiring direct access to or operation of agency sensitive information technology systems or data (IT Level I). The IT Level I involves responsibility for: (a) the planning, direction, and implementation of a computer security program; (b) major responsibility for the direction, planning, and design of a computer system, including hardware and software; (c) 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 (d) the capability to realize a significant personal gain from computer access.

Contractor personnel shall not have access to sensitive information technology systems or data until they are approved by DFS/PSB and they have been so informed in writing by the NRC Contracting Officer's Representative (COR). Temporary IT access may be approved by DFS/PSB based on a favorable review or adjudication of their security forms and checks. Final IT access may be approved by DFS/PSB based on a favorably review or adjudication of a completed background investigation. 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 DFS/PSB, as communicated in writing to the Contractor by the NRC Contracting Officer's Representative (COR). Where temporary access authorization has been revoked or denied by DFS/PSB, the Contractor shall assign another Contractor employee to perform the necessary work under this contract without delay to the contract performance schedule, or without adverse impact to any other terms or conditions of the contract. When an individual receives final IT access approval from DFS/PSB, the individual will be subject to a reinvestigation every ten (10) years thereafter (assuming continuous performance under contracts at NRC) or more frequently in the event of noncontinuous performance under contracts at NRC.

CORs are responsible for submitting the completed access/clearance request package as well as other documentation that is necessary to DFS/PSB. The Contractor shall submit a completed security forms packet, including the OPM Standard Form (SF) 86 (online Questionnaire for National Security Positions), two (2) copies of the Contractor's signed pre-screening record, and two (2) FD 258 fingerprint charts, to DFS/PSB for review and adjudication, prior to the individual being authorized to perform work under this contract requiring access to sensitive information technology systems or data. Non-U.S. citizens must provide official documentation to the DFS/PSB, 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 seven (7) years residency in the U.S. will not be approved for IT Level I access. The Contractor shall submit the documents to the NRC Contracting Officer's Representative (COR) who will give them to DFS/PSB. The Contractor shall ensure that all forms are accurate, complete, and legible. Based on DFS/PSB review of the Contractor employee's security forms and/or the receipt of adverse information by NRC, the Contractor individual may be denied access to NRC facilities and sensitive information technology systems or data until a final determination is made by DFS/PSB. The Contractor individual's clearance status will thereafter be communicated to

the Contractor by the NRC Contracting Officer's Representative (COR) regarding the Contractor person's eligibility.

In accordance with NRCAR 2052.204-70 "Security," IT Level I Contractors shall be subject to the attached NRC Form 187 and SF-86. Together, these furnish the basis for providing security requirements to Contractors that have or may have an NRC contractual relationship which requires access to or operation of agency sensitive information technology systems, 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.

Contractor personnel shall not have access to sensitive information technology systems or data until they are approved by DFS/PSB and they have been so informed in writing by the NRC Contracting Officer's Representative (COR). Temporary access may be approved by DFS/PSB based on a favorable review of their security forms and checks. Final IT access may be approved by DFS/PSB based on a favorable adjudication. However, temporary access authorization approval will be revoked and the Contractor 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 DFS/PSB, as communicated in writing to the Contractor by the NRC Contracting Officer's Representative (COR). Where temporary access authorization has been revoked or denied by DFS/PSB, the Contractor is responsible for assigning another Contractor employee to perform the necessary work under this contract without delay to the contract performance schedule, or without adverse impact to any other terms or conditions of the contract. When a Contractor employee receives final IT access approval from DFS/PSB, the individual will be subject to a review or reinvestigation every ten (10) years (assuming continuous performance under contract at NRC) or more frequently in the event of noncontinuous performance under contract at NRC.

CORs are responsible for submitting the completed access/clearance request package as well as other documentation that is necessary to DFS/PSB. The Contractor shall submit a completed security forms packet, including the OPM Standard Form (SF) 86 (online Questionnaire for National Security Positions), two (2) copies of the Contractor's signed pre-screening record and two (2) FD 258 fingerprint charts, to DFS/PSB for review and adjudication, prior to the Contractor employee being authorized to perform work under this contract. Non-U.S. citizens must provide official documentation to the DFS/PSB, 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 seven (7) years residency in the U.S. will not be approved for IT Level II access. The Contractor shall submit the documents to the NRC Contracting Officer's Representative (COR) who will give them to DFS/PSB. The Contractor shall ensure that all forms are accurate, complete, and legible. Based on DFS/PSB review of the

Contractor employee's security forms and/or the receipt of adverse information by NRC, the Contractor employee may be denied access to NRC facilities, sensitive information technology systems or data until a final determination is made by DFS/PSB regarding the Contractor person's eligibility.

In accordance with NRCAR 2052.204-70 "Security," IT Level II Contractors shall be subject to the attached NRC Form 187, SF-86, and Contractor's record of the pre-screening. Together, these furnish the basis for providing security requirements to Contractors that have or may have an NRC contractual relationship which requires access to or operation of agency sensitive information technology systems, 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 NRC Contracting Officer's Representative (COR) by telephone so that the access review may be promptly discontinued. The notification shall contain the full name of the Contractor employee and the date of the request. Telephone notifications must be promptly confirmed by the Contractor in writing to the NRC Contracting Officer's Representative (COR), who will forward the confirmation to DFS/PSB. Additionally, the Contractor shall immediately notify the NRC Contracting Officer's Representative (COR) in writing, who will in turn notify DFS/PSB, when a Contractor employee no longer requires access to NRC sensitive automated information technology systems or data, including the voluntary or involuntary separation of employment of a Contractor employee who has been approved for or is being processed for IT access.

The Contractor shall flow the requirements of this clause down into all subcontracts and agreements with consultants for work that requires them to access NRC IT resources.

SECURITY REQUIREMENTS FOR BUILDING ACCESS APPROVAL

The Contractor shall ensure that all its employees, subcontractor personnel 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 employees, subcontractor personnel, 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 (7) years; (b) alcohol related arrest within the last five (5) years; (c) record of any military courts-martial convictions in the past ten (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 (7) years; and (e) delinquency on any federal debts or bankruptcy in the last seven (7) 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 (2) copies of the pre-screening signed record or review shall be supplied to the Division of Facilities and Security, Personnel

Security Branch (DFS/PSB) with the Contractor employee's completed building access application package.

The Contractor shall further ensure that its employees, any subcontractor personnel and consultants complete all building access security applications required by this clause within fourteen (14) calendar days of notification by DFS/PSB 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 access authorization 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.

Contractor personnel, subcontractor personnel or consultant shall not have access to NRC facilities until he/she is approved by DFS/PSB. 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 DFS/PSB. When an individual receives final access, the individual will be subject to a review or reinvestigation every five (5) or ten (10) years, depending on their job responsibilities at the NRC.

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 Standard Form 85 (Questionnaire for Non-Sensitive Positions), and two (2) FD 258 (Fingerprint Charts). Non-U.S. citizens must provide official documentation to the DFS/PSB, 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 five (5) years residency in the U.S. will not be approved for building access. The Contractor shall submit the documents to the NRC Contracting Officer's Representative (COR) who will give them to DFS/PSB.

DFS/PSB 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 Standard Form 85 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 DFS/PSB 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 COR when a Contractor or subcontractor person or consultant's need for NRC building access approval is withdrawn or the need by the Contractor employee's for building access terminates. The COR will immediately notify DFS/PSB (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 COR for return to DFS/FSB (Facilities Security Branch) within three (3) days after their termination.

SECURITY REQUIREMENTS FOR UNESCORTED ACCESS TO NUCLEAR POWER PLANTS (SEP 2013)

Performance under this contract may involve unescorted access to protected and vital areas of nuclear power plants or access to unclassified Safeguards Information (SGI). Individual Contractors requiring access to protected and vital areas of nuclear power plants or access to unclassified SGI will be approved for access in accordance with the following procedures:

A. Interim Approval

(a) The Contractor shall submit a completed security forms packet, including the OPM Standard Form (SF) 86 (online Questionnaire for National Security Positions), two (2) FD 258 fingerprint charts, copies of the Contractor's five-year employment and education history checks, including verification of the highest degree obtained, a reference from at least one additional person not provided by the individual, results of a psychological evaluation, and a certification that the Contractor has found all checks acceptable, through the Project Officer to PSB/DFS for review and favorable adjudication, prior to the individual performing work under this contract. Interim 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 PSB/DFS. A signed NRC form 570, "Access Authorization Acknowledgment," from the individual that he or she understands his or her responsibility to report to the NRC, PSB/DFS, any information bearing on his or her continued eligibility for access authorization as specified in 10 CFR Part 10, Section 10.11 "Criteria" must also be included. The results of a psychological examination, which uses a reliable written personality test or any other professionally accepted clinical evaluation procedure, will be used to evaluate a subject's trustworthiness, reliability, and stability. The Contractor shall review all required information for accuracy, completeness, and legibility, except Part 2 of the SF 86 which is required to be completed in private and submitted by the individual to the Contractor in a sealed envelope. Failure of the Contractor to comply with this clause may be a basis to void the notice of selection. In that event, the Government may select another firm for award.

Or,

(b) The individual will arrange to be fingerprinted by the subject utility, and the Contractor will submit to the utility's access authorization program.

In Section A above, PSB/DFS will conduct criminal history and credit checks and a security assurance interview with the individual.

Based on the result of these checks, PSB/DFS will determine the individual's eligibility for interim access and provide an objection or no objection to the sponsoring Office pending completion of the required background investigation by OPM. Interim 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 PSB/DFS.

B. Final Approval

(a) The required investigation on the individual has been completed, and is satisfactory, resulting in NRC's endorsement of the individual's unescorted access at all nuclear facilities.

Or,

(b) The Contractor has obtained unescorted access authorization (other than temporary access) at the specific facility through that utility's access authorization program.

Or,

(c) The individual possesses a valid government issued clearance as verified by PSB/DFS. A valid government issued clearance is defined as a U.S. Government issued security clearance equivalent or higher than an NRC "L" clearance (e.g., Secret) based on a comparable investigation not more than five years old.

If an NRC contract is let to a foreign owned company employing foreign nationals, PSB/DFS will attempt to obtain security assurance from the respective government that a comparable investigation has been conducted on the individual. If an acceptable assurance is obtained, PSB/DFS will provide a NO SECURITY OBJECTION without further investigative checks. The investigation in Section B above may involve Access National Agency Check with Inquiries (ANACI) or other investigation as deemed necessary by PSB/DFS in accordance with 10 CFR Part 10 and NRC Management Directive and Handbook 12.3. Any questions regarding the individual's eligibility for unescorted access to protected or vital areas of nuclear power facilities will be resolved in accordance with the provisions specified in 10 CFR Part 10, which is incorporated into the contract by reference as though fully set forth herein.

Any questions regarding the individual's eligibility for access to nuclear power reactor SGI will be resolved in accordance with the provisions set forth in Management Directive 12.3. Based on the review of the applicant's security forms by PSB/DFS and/or the receipt of adverse information by NRC, the individual may be denied access to nuclear power reactor SGI until a final determination of his or her eligibility for access is made under the provisions of 10 CFR Part 10. During the processing by PSB/DFS of new individuals for access to nuclear power reactor SGI, access may be granted under licensee programs.

C. Fitness for Duty

Pursuant to NRC policy, all personnel performing on contracts requiring unescorted access to nuclear power plants will be subject to the requirements of the licensee's Fitness for Duty program.

D. Basic Exposure Control and Personnel Dosimetry Training Requirements

The Contractor shall certify that personnel utilized under the scope of work herein have completed basic exposure control and personnel dosimetry training sufficient to meet the requirements of commercial nuclear power plants for unescorted access. Training will be provided on a one time basis for those individual(s) for whom the Contractor cannot certify as to having completed the above training within the past year. Site specific training obtained at each site will still be required during the performance of the contract in addition to the basic training.

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 30 days.

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 the then-current contract term; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 10 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 4 years.

OPTION PERIODS - TASK ORDER/DELIVERY ORDER UNDER A GSA FEDERAL SUPPLY SCHEDULE CONTRACT

The Period of Performance (POP) for this requirement may extend beyond the Offeror's current POP on their GSA Schedule. Offerors may submit proposals for the entire POP as long as their current GSA Schedule covers the requested POP, or their GSA Schedule contains GSA's "Evergreen Clause" (Option to Extend the Term of the Contract), which covers the requested POP if/when the option(s) are exercised. Offerors are encouraged to submit accurate/realistic pricing for the requirement's entire POP, even if the proposed GSA Schedule does not include pricing for the applicable option years, etc.

For proposal evaluation purposes, the NRC assumes that applicable Evergreen Clause Option(s) will be exercised and the NRC will apply price analysis, as applicable. It is in the best interest of the Offeror to explain major deviations in escalation, proposed in any Evergreen

Clause option years. Resulting GSA task/delivery order option years subject to the Evergreen Clause will be initially priced utilizing the same rates proposed under the last GSA-priced year of the subject GSA Schedule. Upon GSA's exercise of the GSA Schedule option year(s) applicable to the Evergreen Clause, the NRC will modify the awarded task/delivery order to incorporate either the proposed pricing for the option years or the GSA-approved pricing (whichever is lower).

It is incumbent upon the Offeror to provide sufficient documentation (GSA-signed schedule, schedule modifications, etc.) that shows both the effective dates, pricing and terms/conditions of the current GSA Schedule, as well as Evergreen Clause terms/conditions (as applicable). Failure to provide this documentation may result in the Offeror's proposal being found unacceptable.

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.

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 redesign, 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 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.

52.232-18 AVAILABILITY OF FUNDS. (APR 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR. (APR 1984)

Funds are not presently available for performance under this contract beyond TBD. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond 01/01/2018, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

52.237-3 CONTINUITY OF SERVICES. (JAN 1991)

(a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another Contractor, may continue them. The Contractor agrees to -

- (1) Furnish phase-in training; and
- (2) Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

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

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

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

BILLING INSTRUCTIONS FOR FIXED-PRICE TYPE CONTRACTS (JAN 2015)

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

The contractor shall prepare invoices/vouchers for payment of deliverables identified in the contract, in the manner described herein. FAILURE TO SUBMIT INVOICES/VOUCHERS IN ACCORDANCE WITH THESE INSTRUCTIONS MAY RESULT IN REJECTION OF THE INVOICE/VOUCHER AS IMPROPER.

Standard Forms: Payment requests for completed work, in accordance with the contract, shall be submitted on the payee's letterhead, invoice/voucher, 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."

Electronic Invoice/Voucher Submissions: The preferred method of submitting invoices/vouchers is electronically to the U.S. Nuclear Regulatory Commission, via email to: NRCPayments@nrc.gov.

Hard-Copy Invoice/Voucher Submissions: If you submit a hard-copy of the invoice/voucher, a signed original and supporting documentation shall be submitted to the following address:

NRC Payments
U.S. Nuclear Regulatory Commission
One White Flint North
11555 Rockville Pike
Mailstop O3-E17A
Rockville, MD 20852-2738

Purchase of Capital Property: (*\$50,000 or more with life of one year or longer*)

Contractors must report to the Contracting Officer, electronically, any capital property acquired with contract funds having an initial cost of \$50,000 or more, in accordance with procedures set forth in NRC Management Directive (MD).

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

Frequency: The contractor shall submit invoices/vouchers for payment once each month, unless otherwise authorized by the Contracting Officer.

Format: Invoices/Vouchers shall be submitted in the format depicted on the attached sample form entitled "Invoice/Voucher for Purchases and Services Other Than Personal". Alternate formats are permissible only if they address all requirements of the Billing Instructions. The instructions for preparation and itemization of the invoice/voucher are included with the sample form.

Task Order Contracts: The contractor must submit a separate invoice/voucher for each individual task order with pricing information. This includes items discussed in paragraphs (a) through (p) of the attached instructions. In addition, the invoice/voucher must specify the contract number, and the NRC-assigned task/delivery order number.

Final vouchers/invoices shall be marked "FINAL INVOICE" or "FINAL VOUCHER".

Currency: Invoices/Vouchers must be expressed in U.S. Dollars.

**INVOICE/VOUCHER FOR PURCHASES AND SERVICES OTHER THAN PERSONAL
(SAMPLE FORMAT - COVER SHEET)**

1. Official Agency Billing Office

NRC Payments
U.S. Nuclear Regulatory Commission
One White Flint North
11555 Rockville Pike
Mailstop O3-E17A
Rockville, MD 20852-2738

2. Invoice/Voucher Information

- a. Payee's DUNS Number or DUNS+4. The Payee shall include the Payee's Data Universal Number (DUNS) or DUNS+4 number that identifies the Payee'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 Payee to identify alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.
- b. Taxpayer Identification Number. The Payee shall include the Payee's taxpayer identification number (TIN) used by the Internal Revenue Service (IRS) in the administration of tax laws. (See IRS Web site: [http://www.irs.gov/Individuals/International-Taxpayers/Taxpayer-Identification-Numbers-\(TIN\)](http://www.irs.gov/Individuals/International-Taxpayers/Taxpayer-Identification-Numbers-(TIN))).
- c. Payee's Name and Address. Show the name of the Payee as it appears in the contract and its correct address. Where the Payee is authorized to assign the proceeds of this contract in accordance with the clause at Federal Acquisition Regulation (FAR) [52.232-23 Assignment of Claims](#), the Payee shall require as a condition of any such assignment, that the assignee shall register separately in the System for Award Management (SAM) database at <http://sam.gov> and shall be paid by EFT in accordance with the terms of this contract. See FAR [52.232-33 Payment by Electronic Funds Transfer-System for Award Management](#).
- d. Contract Number. Insert the NRC contract number (including Enterprise-wide Contract (EWC)), GSA Federal Supply Schedule (FSS), Governmentwide Agency Contract (GWAC) number, or Multiple Agency Contract (MAC) number, as applicable.
- e. Task Order Number. Insert the task/delivery order number (If Applicable). **Do not include more than one task order per invoice or the invoice may be rejected as improper.**

- f. Invoice/Voucher. The appropriate sequential number of the invoice/voucher, beginning with 001 should be designated. Contractors may also include an individual internal accounting number, if desired, in addition to the 3-digit sequential number.
- g. Date of Invoice/Voucher. Insert the date the invoice/voucher is prepared.
- h. Billing Period. Insert the beginning and ending dates (day, month, year) of the period during which deliverables were completed and for which payment is requested.
- i. Description of Deliverables. Provide a brief description of supplies or services, quantity, unit price, and total price.
- j. Work Completed. Provide a general summary description of the services performed or products submitted for the invoice period and specify the section or Contract Line Item Number (CLIN) or SubCLIN, in the contract pertaining to the specified contract deliverable(s).
- k. Shipping. Insert weight and zone of shipment, if shipped by parcel post.
- l. Charges for freight or express shipments. Attach prepaid bill if shipped by freight or express.
- m. Instructions. Include instructions to consignee to notify the Contracting Officer of receipt of shipment.
- n. For Indefinite Delivery contracts, the final invoice/voucher shall be marked "FINAL INVOICE" or "FINAL VOUCHER".
- o. Total Amount Billed. Insert columns for total amounts for the current and cumulative periods.
- p. Adjustments. Insert columns for any adjustments, including outstanding suspensions for deficient or defective products or nonconforming services, for the current and cumulative periods.
- q. Grand Totals.