

## AWARD/CONTRACT

Page 1 of 2

|   |                         |  |  |                 |              |
|---|-------------------------|--|--|-----------------|--------------|
| 1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)   |                         | RATING   |  |                 |              |
| 2. CONTRACT NO.<br>NRC-38-94-286  |                         | 3. EFFECTIVE DATE<br>9/28/94   | 4. REQUISITION/PROJECT NO.<br>PER-94-286 |                 |              |
| 5. ISSUED BY Code:<br><br>U.S. Nuclear Regulatory Commission<br>Division of Contracts<br>Technical Acquisition Br. No. 2<br>Mail Stop T7E21<br>Washington, DC 20555   |                         | 6. ADMINISTERED BY Code:<br>(If other than Item 5)   |  |                 |              |
| 7. NAME AND ADDRESS OF CONTRACTOR<br>Hummer Associates<br>19212 Shelburne Road<br>Cleveland, Ohio 44118-4951<br><br>Principal Investigator/Technical<br>Contact: James Hummer<br>Telephone No: (216) 371-1961 |                         | 8. DELIVERY<br>[ ] FOB ORIGIN<br>[X] OTHER (See below)<br><br>9. DISCOUNT FOR PROMPT PAYMENT<br>n/a  |  |                 |              |
| 10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN ITEM: 6   |                         |  |  |                 |              |
| 11. SHIP TO/MARK FOR CODE<br>n/a  |                         | 12. PAYMENT WILL BE MADE BY CODE<br>U.S. Nuclear Regulatory Commission<br>Div. of Accounting & Finance<br>GOV/COM Accounting Section<br>Washington, D.C. 20555 |  |                 |              |
| 13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION<br>[ ] 10 U.S.C. 2304(c) [ ] [X] 41 U.S.C. 253(c) [ ]  |                         |  |  |                 |              |
| 14. ACCOUNTING AND APPROPRIATION DATA<br>B & R No. 484-20-616-102 BOC 252A Job Code H8402<br>APPN No. 31X0200 \$300,000.00  |                         |  |  |                 |              |
| 15A. ITEM NO.   | 15B. SUPPLIES/ SERVICES | 15C. QUANTITY  | 15D. UNIT                                | 15E. UNIT PRICE | 15F. AMOUNT  |
| See Schedule  |                         |  |  |                 |              |
| 15G. TOTAL AMOUNT OF CONTRACT   |                         |  |  |                 | \$633,912.00 |

EXCEPTION TO STANDARD FORM SF26 (REV. 4-85)  
FAR (48 CFR) 53.214(a)

Prescribed by GSA

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NRC-38-94-286 PDR

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| X SEC | 16. TABLE OF CONTENTS<br>DESCRIPTION                             | PAGE(S) |
|-------|--|---------|
|       | PART I - THE SCHEDULE  |         |
| A     | SOLICITATION/CONTRACT FORM                                       |         |
| B     | SUPPLIES OR SERVICES AND PRICES/COSTS                            |         |
| C     | DESCRIPTION/SPECIFICATIONS/WORK STATEMENT                        |         |
| D     | PACKAGING AND MARKING  |         |
| E     | INSPECTION AND ACCEPTANCE  |         |
| F     | DELIVERIES OR PERFORMANCE  |         |
| G     | CONTRACT ADMINISTRATION DATA                                     |         |
| H     | SPECIAL CONTRACT REQUIREMENTS                                    |         |
|       | PART II - CONTRACT CLAUSES                                       |         |
| I     | CONTRACT CLAUSES   |         |
|       | PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS     |         |
| J     | LIST OF ATTACHMENTS  |         |
|       | PART IV - REPRESENTATIONS AND INSTRUCTIONS                       |         |
| K     | REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS |         |
| L     | INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS                |         |
| M     | EVALUATION FACTORS FOR AWARD                                     |         |

CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. ☒ CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 2 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)

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

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

JAMES J. Hummer, President

19B. NAME OF CONTRACTOR

by J. J. Hummer  
(Signature of person authorized to sign)

19C. DATE SIGNED

9-28-94

20A. NAME OF CONTRACTING OFFICER

Elois J. Wiggins

20B. UNITED STATES OF AMERICA

by Elois J. Wiggins  
(Signature of Contracting Officer)

20C. DATE SIGNED

9/28/94

EXCEPTION TO STANDARD FORM 26 (REV.4-85)

# TABLE OF CONTENTS

PAGE

## AWARD/CONTRACT

|   |    |
|---|----|
| PART I - THE SCHEDULE. . . . .                                      | 3  |
| SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS. . . . .          | 3  |
| B.1 PROJECT TITLE. . . . .  | 3  |
| B.2 BRIEF DESCRIPTION OF WORK (MAR 1987) . . . . .                  | 3  |
| B.3 SCHEDULE OF ESTIMATED COSTS. . . . .                            | 3  |
| B.4 CONSIDERATION AND OBLIGATION--COST PLUS FIXED FEE. . . . .      | 3  |
| (JUN 1988) ALTERNATE I (JUN 1991)                                   |    |
| SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT. . . . .      | 5  |
| C.1 BACKGROUND . . . . .  | 5  |
| C.2 SCOPE OF WORK. . . . .  | 5  |
| C.3 GENERAL REQUIREMENTS . . . . .                                  | 10 |
| C.4 PERSONNEL QUALIFICATIONS . . . . .                              | 10 |
| C.5 RECORDS AND REPORTS. . . . .                                    | 13 |
| SECTION D - PACKAGING AND MARKING. . . . .                          | 15 |
| D.1 PACKAGING AND MARKING (MAR 1987) . . . . .                      | 15 |
| SECTION E - INSPECTION AND ACCEPTANCE. . . . .                      | 16 |
| E.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988) . . . . . | 16 |
| E.2 PLACE OF INSPECTION AND ACCEPTANCE (MAR 1987). . . . .          | 16 |
| SECTION F - DELIVERIES OR PERFORMANCE. . . . .                      | 17 |
| F.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988) . . . . . | 17 |
| F.2 NRCAR 2052.212-72 FINANCIAL STATUS REPORT. . . . .              | 17 |
| F.3 PLACE OF DELIVERY--REPORTS (JUN 1988). . . . .                  | 18 |
| F.4 DURATION OF CONTRACT PERIOD (MAR 1987) . . . . .                | 19 |
| ALTERNATE 2 (MAR 1987)  |    |
| SECTION G - CONTRACT ADMINISTRATION DATA . . . . .                  | 20 |
| G.1 NRCAR 2052.215-71 PROJECT OFFICER AUTHORITY. . . . .            | 20 |
| (JAN 1993)  |    |
| G.2 NRCAR 2052.216-71 INDIRECT COST RATES (JAN 1993) . . . . .      | 22 |
| G.3 . . . . .   | 22 |
| SECTION H - SPECIAL CONTRACT REQUIREMENTS. . . . .                  | 23 |
| H.1 NRCAR 2052.204-71 SITE ACCESS BADGE. . . . .                    | 23 |
| RE IREMENTS (JAN 1993)  |    |
| H.2 NRCAR 2052.209-73 CONTRACTOR ORGANIZATIONAL. . . . .            | 23 |
| CONFLICTS OF INTEREST (JAN 1993)                                    |    |
| H.3 NRCAR 2052.215-70 KEY PERSONNEL (JAN 1993) . . . . .            | 27 |
| H.4 NRCAR 2052.235-72 SAFETY, HEALTH, AND FIRE . . . . .            | 28 |
| PROTECTION (JAN 1993)   |    |
| H.5 GOVERNMENT FURNISHED EQUIPMENT/PROPERTY (JUNE 1988). . . . .    | 29 |
| H.6 . . . . .   | 29 |

|  | TABLE OF CONTENTS | PAGE |
|--|-------------------|------|
| PART II - CONTRACT CLAUSES . . . . .                                   |                   | 30   |
| SECTION I - CONTRACT CLAUSES . . . . .                                 |                   | 30   |
| I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988) . . . . .    |                   | 30   |
| I.2 52.203-9 REQUIREMENT FOR CERTIFICATE OF PROCUREMENT. . . . .       |                   | 32   |
| INTEGRITY--MODIFICATION (NOV 1990)                                     |                   |      |
| I.3 52.217-9 OPTION TO EXTEND THE TERM OF THE . . . . .                |                   | 34   |
| CONTRACT (MAR 1989)  |                   |      |
| I.4 52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990). . . . .         |                   | 34   |
| I.5 52.225-9 BUY AMERICAN ACT--TRADE AGREEMENTS. . . . .               |                   | 35   |
| --BALANCE OF PAYMENTS PROGRAM (JAN 1994)                               |                   |      |
| I.6 52.237-7 INDEMNIFICATION AND MEDICAL LIABILITY. . . . .            |                   | 38   |
| INSURANCE (SEP 1989)   |                   |      |
| I.7 TRADE AGREEMENTS ACT (MAY 1991). . . . .                           |                   | 39   |
| PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS . . . . . |                   | 42   |
| SECTION J - LIST OF ATTACHMENTS. . . . .                               |                   | 42   |
| J.1 ATTACHMENTS (MAR 1987) . . . . .                                   |                   | 42   |



## PART I - THE SCHEDULE

## SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

## B.1 PROJECT TITLE

The title of this project is as follows:

OPERATION OF A HEALTH UNIT

[End of Clause]

## B.2 BRIEF DESCRIPTION OF WORK (MAR 1987)

The Contractor shall operate an Employee Health Care Center which shall serve all NRC Headquarters employees located in the Washington, D.C. Metropolitan area. The Contractor shall develop and implement an employee wellness program aimed at increasing worker productivity and decreasing employee absenteeism.

[End of Clause]

## B.3 SCHEDULE OF ESTIMATED COSTS

| ITEM                       | QUANTITY | UNIT | PRICE       |
|----------------------------|----------|------|-------------|
| 1. Year 1 - Basic Contract | 1        | year | \$633,912   |
| 2. Year 2 - Option 1       | 1        | year | \$424,109   |
| 3. Year 3 - Option 2       | 1        | year | \$438,652   |
| 4. Year 4 - Option 3       | 1        | year | \$454,305   |
| 5. Year 5 - Option 4       | 1        | year | \$470,206   |
| TOTAL                      |          |      | \$2,421,184 |

[End of Clause]

B.4 CONSIDERATION AND OBLIGATION--COST PLUS FIXED FEE  
(JUN 1988) ALTERNATE I (JUN 1991)

- (a) The total estimated cost to the Government for full performance of this contract is \$633,912.00, of which the sum of \$618,992.00 represents the estimated reimbursable costs, and of which \$14,920.00 represents the fixed fee.

## B.4 (Continued)

- (b) There shall be no adjustment in the amount of the Contractor's fixed fee by reason of differences between any estimate of cost for performance of the work under this contract and the actual cost for performance of that work.
- (c) The amount currently obligated by the Government with respect to this contract is \$300,000.00, of which the sum of \$292,940.00 represents the estimated reimbursable costs, and of which \$7,060.00 represents the fixed fee.
- (d) It is estimated that the amount currently allotted will cover performance through 03/26/95.

[End of Clause]

## SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

## C.1 BACKGROUND

The Nuclear Regulatory Commission's Office of Personnel is responsible for implementing a comprehensive employee wellness/fitness program. Studies have shown that participants in such worksite-based programs can significantly reduce their health risk and absenteeism due to illness, thereby contributing to increased productivity and enhancement of the work environment. The NRC's program is being expanded to focus on disease prevention and encourage lifestyle changes for the purpose of enhancing job performance and decreasing absenteeism. The wellness program will operate in conjunction with the Fitness Center, the Employee Assistance Program, the Occupational Safety and Health Program, and other authorized human development resources within the agency to provide employees with a complete health promotion and disease prevention strategy.

## C.2 SCOPE OF WORK

The Contractor shall provide limited health care services in an on-site transitional health care facility during construction of the NRC Employee Health Care Center. The Contractor shall provide all medical administrative personnel, medical equipment and supplies, and general office supplies and furniture for the operation of a one-physician, two-nurse occupational health care program. The Contractor shall develop and implement an employee wellness program aimed at increasing worker productivity and decreasing employee absenteeism.

## C.2.1 OPERATION OF TRANSITIONAL HEALTH CARE FACILITY

The Contractor shall operate, during construction of the NRC Employee Health Care Center in OWFN, an on-site transitional health care facility to provide limited health care services. The transitional facility shall be at a location to be determined by the government after contract award. The transitional facility shall be staffed by one (1) full time Physician/Medical Director and one (1) full-time Registered Nurse. It is projected that the transitional facility shall be in operation from October 1, 1994 through January 31, 1995.

## C.2 (Continued)

The Contractor shall provide emergency care for illness or injury, allergy injections, bed rest, and consultation on health-related matters.

## C.2.2 OPERATION OF EMPLOYEE HEALTH CARE CENTER

(1) Staffing Requirements: The Contractor shall provide one (1) full-time Medical Director/Physician, one (1) full-time Chief Nurse, one (1) full-time Staff Nurse, and one (1) Administrative Support staff person. The Contractor shall certify that all personnel meet, at a minimum, the qualifications listed in Section C.4. The categories of Medical Director/Physician and Chief Nurse shall be designated Key Personnel for this contract.

(2) Backup Personnel: The Contractor shall be responsible for ensuring that the staffing level described above is maintained during all hours of operation. The Contractor shall notify the Project Officer (PO) by telephone when key personnel are absent due to sickness and notify the PO in writing of planned employee leave. Written notification shall be provided to the PO two weeks in advance of the scheduled leave. The Contractor shall ensure that backup personnel are available when regular contract personnel are absent due to personal leave or sickness. If medical personnel report sick, the Contractor shall guarantee backup personnel within one business day of employee notification. For any proposed annual leave to be taken, the Contractor shall arrange in advance for the necessary backup personnel. All backup personnel shall meet applicable personnel qualifications listed in Section C.4. To the extent possible, the PO shall receive prior notification by telephone when the Medical Director is to be absent, and the Contractor shall make an effort to provide an appropriate substitute. At such time as the Medical Director is absent, the Chief Nurse shall provide on-site supervision to Contractor personnel.

(3) Hours of Operation: The NRC Employee Health Care Center shall be open Monday through Friday (except official Government holidays), from 7:30 a.m. to 4:30 p.m.

(4) Maintenance of Facility: The Contractor shall maintain an environment conducive to the successful operation of the NRC Employee Health Care Center. This shall include ensuring that all necessary periodic safety inspections, repairs, and regular inventory

## C.2 (Continued)

maintenance are performed. The Contractor shall ensure that necessities such as heat, light, water, and janitorial services are properly provided for the health unit. The Government shall provide on-site contracted services for janitorial services, heat, light, and water.

(5) Equipment Calibration and Maintenance: The Contractor shall maintain, calibrate, and repair all government-furnished equipment used in the NRC Employee Health Care Center in accordance with manufacturer's specifications.

(6) Evaluate Medical Equipment Inventory: The Contractor shall evaluate the existing medical equipment inventory, as described in Attachment 5 in Section J, to determine its usefulness for the expanded wellness program and its remaining system life. The Contractor shall make recommendations for the replacement and/or purchase of additional medical equipment. The Contractor shall provide a justification/rationale for each recommendation and at least three vendor price quotes along with applicable vendor brochures.

C.2.3 DEVELOPMENT AND IMPLEMENTATION OF EMPLOYEE WELLNESS PROGRAM

C.2.3.a PRIMARY DISEASE PREVENTION/DETECTION PROGRAM

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

(1) Health Risk Assessment/Reduction: The Contractor shall evaluate employees using a tool designed to show how individual lifestyle choices can affect health. The results shall be presented to the employee in the form of a computerized report, identifying the individual's health risks and making recommendations for lifestyle changes to improve health and fitness.

(2) Employee Education/Program Promotion: The Contractor shall conduct at least four (4) on-site workshops annually to provide information on health and wellness issues for interested employees. The Contractor shall make available handout material on various health issues and contribute written educational and health program promotional material for use in agency newsletters, brochures, and bulletin board



## C.2 (Continued)

notices.

(3) Health Services Program for Employees Age 40 and Over: The Contractor shall provide for permanent employees age 40 and over a complete screening physical examination. The examination shall include family, past and current medical history; weight, height, and blood pressure; blood chemistry (SMA-29), hematology, and urinalysis with microscopy and thyroid assessment (free TA, TSH levels); electrocardiogram; visual acuity test and tonometry; audiogram; spirometry; chest x-ray, if indicated; flexible proctosigmoidoscopy; bi-manual breast examination, pelvic examination and Pap smear; digital rectal examination; examination by and consultation with the physician. The Contractor shall provide a physician of the same sex as the employee, if requested. Male employees shall be offered a complete prostate cancer screening examination, including a Prostate Specific Antigen (PSA) blood test and a digital rectal examination; this test shall be performed according to the guidelines and testing protocols defined by the Cancer Research Institute. Employees may be given additional tests or may be examined at more frequent intervals if medical findings, hazards in the work environment, or other job-related conditions warrant such evaluation.

(4) Health Services Program for Employees Under Age 40: The Contractor shall conduct for permanent employees, every three years, disease detection and screening tests for heart disease, hypertension, diabetes, hypercholesterolemia, glaucoma, cancer, and tuberculosis.

(5) Discussion of Medical Findings: Following all physical examinations, the physician shall discuss the findings with the employee. The physician shall also prepare a narrative report for the employees records and provide a copy to the employee, upon request.

(6) Diagnostic Reports: At the request of the PO, the Contractor shall provide diagnostic reports of any chest x-rays which shall be reviewed by a Board Certified Radiologist. Reports must contain the employee's name, social security number, date of review, diagnosis, and signature, and be promptly made available to the employee.

(7) Referral to Private Physician and Follow-up: The Contractor shall refer employees with abnormal test results or conditions requiring treatment to their



## C.2 (Continued)

private physician and shall be followed until adequate therapeutic control has been established.

(8) First Aid/Limited Treatment for Non-occupational Illness and Injury: The Contractor shall provide employees who are injured or become ill during working hours a primary diagnosis and initial palliative treatment.

(9) Immunizations: The Contractor shall provide employees with all immunizations required by local, state, Federal, or international laws or regulations. These immunizations shall be conducted in accordance with scheduled annual and bi-annual agency sessions. Necessary immunizations shall be provided for employees who engage in official travel or whose work involves special occupational hazards.

(10) Physician-prescribed Treatments and Medications: Upon request by an employee and at the discretion of the PO, the Contractor shall administer physician-prescribed treatment and medication. Personnel receiving allergy injections will be required to remain in the health facility for a suitable period of time for observation.

(11) Individual Health Care Advice/Counseling: The Contractor shall be available, upon request by the employee, for individual consultation on health-related issues, supplementing the scheduled programs conducted throughout the year.

(12) Referrals to Community Resources: Upon the request of the employee, the Contractor shall provide referrals to private physicians, dentists, and other health providers in the community.

## C.2.3.b OCCUPATIONAL HEALTH PROGRAM

(1) Office of Workmen's Compensation Program (OWCP): The Contractor shall act as the first point of contact for employees who suffer job-related illness and injury. In addition to initial response, the Contractor shall also provide follow-up services.

(2) Respirator Certification Examinations: The Contractor shall offer complete physical examinations, including spirometry, to employees who are required to wear respirators in the performance of their duties. The Contractor shall complete the necessary forms to document employee's clearance for respirator use.

**C.2 (Continued)****C.2.3.c HANDICAP PARKING SPACES**

The Contractor shall review parking applications for assignment of handicap parking spaces within the NRC parking facility. The Contractor shall provide a recommendation to the PO concerning the need for such assignments.

**C.2.3.d EYE EXAMINATIONS FOR GOVERNMENT DRIVER'S LICENSE**

Upon request, the Contractor shall provide visual acuity testing of employees applying for a Government Driver's License and sign the certification.

**C.2.3.e MEDICAL CLEARANCE FOR FITNESS PROGRAM PARTICIPATION**

Working in association with the Fitness Center staff, the Contractor shall provide medical clearance for employees who wish to participate in the NRC-sponsored fitness program. At the request of the employee, the Contractor shall recommend a fitness regimen appropriate for the employee's health status.

**C.2.3.f MANAGEMENT CONSULTATION**

Upon request, the Contractor shall provide medical advice and guidance to the PO on health related issues, such as employee requests for reasonable accommodation for handicapping conditions.

**C.3 GENERAL REQUIREMENTS****C.3.1 INTERACTION WITH OTHER AGENCY PROGRAMS**

The Contractor shall interact with other NRC health-related offices and organizations, including the Fitness Center, the Employee Assistance Program office, and the Occupational Safety and Health office, in order to provide a comprehensive, integrated employee wellness/fitness program.

**C.3.2 SECURITY**

The Contractor shall assure that its personnel observe requirements of NRC building security and are processed through the Division of Security for access badging. Refer to Section H.1 for further information.

**C.4 PERSONNEL QUALIFICATIONS**

## C.4 (Continued)

## C.4.1 MEDICAL DIRECTOR

The Contractor shall provide one (1) full-time Medical Director/Physician. The Medical Director should possess the following:

- C.4.1.a Education: Graduate of an accredited American medical school, certified by the American Board of Internal Medicine or the American Board of Family Practice, and licensed to practice in the State of Maryland.
- C.4.1.b Experience: Five (5) years professional experience, which includes management of an occupational medical program; thorough knowledge of occupational medicine; experience in identifying and referring for treatment a broad range of addiction and behavioral disorders; and a detailed knowledge of Washington Metropolitan Area community treatment resources for patient referrals.
- C.4.1.c Abilities: Must be capable of performing emergency procedures such as suturing; cardiac resuscitation; emergency treatment of hypovolemic, cardiogenic and neurogenic shock; treatment of convulsions, hypothermia and frostbite; and initial treatment of fracture and other such conditions.

Must be capable of evaluating occupational exposures in areas such as noise and inhalation, contact and ingestion of toxic materials and consult with the NRC Occupational Safety and Health Manager on any such conditions.

Must be capable of providing coordination with and referral services for the Employee Assistance Program, as required by the PO.

## C.4.2 REGISTERED NURSES

The Contractor shall provide two (2) full-time Registered Nurses. The Registered Nurses should possess the following:

- C.4.2.a Education: Graduate of a National League of Nurses (NLN) accredited nursing school and registered to practice in the State of Maryland.
- C.4.2.b Experience: Two (2) years professional nursing experience; one (1) year experience in occupational medical program, or emergency room experience; one (1)

## C.4 (Continued)

year experience in counseling employees; and one (1) year experience in conducting special medical programs or health education.

- C.4.2.c Abilities: Must have knowledge of latest nursing principles, procedures, and their application in the occupational health setting.

Must have knowledge of disease and illness symptoms for purposes of determining treatment.

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

Must have experience in dealing with employees having physical, emotional or mental problems.

Must be able to use specified medical equipment, including positive-pressure oxygen equipment and resuscitators; knowledge of splint application; and ability to assist at cardiac defibrillation.

C.4.3 ADMINISTRATIVE SUPPORT STAFF

The Contractor shall provide one full-time Administrative Assistant/Clerk. The Administrative Assistant should possess the following:

- C.4.3.a Education: High school diploma or equivalent.

- C.4.3.b Experience: One (1) year experience as secretary.

- C.4.3.c Abilities: Must be capable of performing high-output typing, using a PC; be familiar with medical terminology and filing in an occupational medical environment; and possess skills for effectively interacting with government employees.

C.4.4 OTHER PROFESSIONAL PERSONNEL

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

**C.5 RECORDS AND REPORTS**

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

**C.5.1 MEDICAL RECORD FILE**

The Contractor shall prepare, update and maintain accurate, complete and signed patient records. Medical records shall be complete enough to provide data for use in establishing health maintenance, treatment and rehabilitation; epidemiological studies; and program evaluation and improvement. Records shall include all physical examinations and diagnostic data and laboratory test results.

**C.5.2 CONFIDENTIALITY OF RECORDS**

All medical records shall be considered confidential medical information. Recipients of medical services may direct that the medical results be sent to their personal physician. The Contractor shall comply with the recipient's wishes regarding the release of this medical information and shall obtain any required consent forms.

**C.5.3 REPORTING REQUIREMENTS**

**C.5.3.a Bi-Weekly Staffing Report:** The Contractor shall submit a bi-weekly Staffing Report to the PO which indicates the names of those individuals who worked under the contract for the two-week period; the total number of hours each individual worked during the two-week period; any absences, and the duration of such, by regular on-site staff; and the names and total working hours of back-up personnel provided for key personnel and staff members. The report will be due on the second workday following the end of each two-week period and will be certified by the Medical Director.

**C.5.3.b Monthly Work Achievement Report:** The Contractor shall submit Monthly Work Achievement Reports to the PO, on or before the 10th day of each month, which shall contain the following information:

- (1) Number of patients treated for the previous month, occupational and non-occupational.
- (2) Categories of treatment.
- (3) Number and type of physical examinations.



## C.5 (Continued)

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

(5) Number and type of screening programs.

(6) Number and type of health education programs.

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

C.5.3.c Technical Reports: The Contractor shall, at the request of the PO, prepare technical reports on the work performed under this contract due to special findings or upon the completion of a phase of work.

C.5.3.d Other Records and Reports: At the request of the PO, the Contractor shall prepare reports other than those specified above, such as usage or demographic statistics, as may be requested by the PO.

C.5.3.e Final Report: The Contractor shall submit a final report to the PO which documents and summarizes the results of the entire contract work, including recommendations and conclusions based on the experience and results obtained. The Contractor shall submit a draft report 6 months in advance of contract expiration. A final report will be due thirty (30) days after contract expiration.

[End of Clause]



## SECTION D - PACKAGING AND MARKING

## D.1 PACKAGING AND MARKING (MAR 1987)

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

[End of Clause]

## SECTION E - INSPECTION AND ACCEPTANCE

## E.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

## I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

| NUMBER   | TITLE  | DATE     |
|----------|--|----------|
| 52.246-3 | INSPECTION OF SUPPLIES -<br>COST-REIMBURSEMENT | APR 1984 |
| 52.246-5 | INSPECTION OF SERVICES<br>- COST-REIMBURSEMENT | APR 1984 |

[End of Clause]

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

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

[End of Clause]

## SECTION F - DELIVERIES OR PERFORMANCE

## F.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

## I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

| NUMBER    | TITLE                                     | DATE     |
|-----------|---|----------|
| 52.212-13 | STOP-WORK ORDER<br>Alternate I (APR 1984) | AUG 1989 |

[End of Clause]

## F.2 NRCAR 2052.212-72 FINANCIAL STATUS REPORT

The contractor shall provide a monthly Financial Status Report to the project officer and the contracting officer. The report is due within 15 calendar days after the end of the report period and must identify the title of the project, the contract number, Financial Identification Number (FIN), project manager and/or principal investigator, the contract period of performance, and the period covered by the report. Each report must include the following for each discrete task:

- (a) Provide total estimated cost (value) of the project as reflected in the contract, the amount of funds available in the contract to date, and the balance of funds required to complete the work as follows:
  - (1) Total estimated contract amount.
  - (2) Total funds obligated to date.
  - (3) Total costs incurred this reporting period.
  - (4) Total costs incurred to date.
  - (5) Provide a detail of all direct and indirect costs incurred during the reporting period for the entire contract or each task, if it is a task ordering contract.
  - (6) Balance of obligations remaining.
  - (7) Balance of funds required to complete contract/task

## F.2 (Continued)

order.

(8) Contractor Spending Plan (CSP) status:

- (i) Projected percentage of completion cumulative through the report period for the project/task order as reflected in the current CSP.
- (ii) Indicate if there has been a significant change in the original CSP projection in either dollars or percentage of completion. Identify the change, the reasons for the change, whether there is any projected overrun, and when additional funds would be required. If there have been no changes to the original NRC-approved CSP projections, a written statement to that effect is sufficient in lieu of submitting a detailed response to item 8.

- (9) A revised CSP is required with the Financial Status Report whenever the contractor or the contracting officer has reason to believe that the total cost for performance of this contract will be either greater or substantially less than what had been previously estimated.

- (b) If the data in this report indicates a need for additional funding beyond that already obligated, this information may only be used as support to the official request for funding required in accordance with the Limitation of Cost (LOC) Clause (FAR 52.232-20) or the Limitation of Funds (LOF) Clause FAR 52.232-22.

[End of Clause]

## F.3 PLACE OF DELIVERY--REPORTS (JUN 1988)

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

- (a) Project Officer (2 copies)

U.S. Nuclear Regulatory Commission  
Office of Personnel  
11555 Rockville Pike  
Mail Stop T3F22  
Rockville, Maryland 20852

- (b) Contracting Officer (1 copy)

[End of Clause]

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

This contract shall commence on 9/28/94 and will expire on 9/27/95 . The term of this contract may be extended at the option of the Government for an additional 4 YEARS.

[End of Clause]

## SECTION G - CONTRACT ADMINISTRATION DATA

G.1 NRCAR 2052.215-71 PROJECT OFFICER AUTHORITY  
(JAN 1993)

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

Name: Patricia Kaplan

Address: U.S. Nuclear Regulatory Commission  
Office of Personnel  
11555 Rockville Pike  
Mail Stop T3F22  
Rockville, Maryland 20852

Telephone Number: (301) 415-7113

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

- (1) Technical direction to the contractor which shifts work emphasis between areas of work or tasks, fills in details, or otherwise serves to accomplish the contractual statement of work.
- (2) Provide advice and guidance to the contractor in the preparation of drawings, specifications, or technical portions of the work description.
- (3) Review and, where required by the contract, approval of technical drawings, specifications, and technical information to be delivered by the contractor to the Government under the contract.

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

- (1) Constitutes an assignment of work outside the general scope of the contract.
- (2) Constitutes a change as defined in the "Changes" clause of this contract.
- (3) In any way causes an increase or decrease in the total



## G.1 (Continued)

estimated contract cost, the fixed fee, if any, or the time required for contract performance.

- (4) Changes any of the expressed terms, conditions, or specifications of the contract.
- (5) Terminates the contract, settles any claim or dispute arising under the contract, or issues any unilateral directive whatever.
- (d) All technical directions must be issued in writing by the project officer or must be confirmed by the project officer in writing within ten (10) working days after verbal issuance. A copy of the written direction must be furnished to the contracting officer.
- (e) The contractor shall proceed promptly with the performance of technical directions duly issued by the project officer in the manner prescribed by this clause and within the project officer's authority under the provisions of this clause.
- (f) If, in the opinion of the contractor, any instruction or direction issued by the project officer is within one of the categories as defined in paragraph (c) of this section, the contractor may not proceed but shall notify the contracting officer in writing within five (5) working days after the receipt of any instruction or direction and shall request the contracting officer to modify the contract accordingly. Upon receiving the notification from the contractor, the contracting officer shall issue an appropriate contract modification or advise the contractor in writing that, in the contracting officer's opinion, the technical direction is within the scope of this article and does not constitute a change under the "Changes" clause.
- (g) Any unauthorized commitment or direction issued by the project officer may result in an unnecessary delay in the contractor's performance and may even result in the contractor expending funds for unallowable costs under the contract.
- (h) A failure of the parties to agree upon the nature of the instruction or direction or upon the contract action to be taken with respect there to is subject to FAR 52.233-1 - Disputes.
- (i) In addition to providing technical direction as defined in paragraph (b) of the section, the project officer shall:
  - (1) Monitor the contractor's technical progress, including surveillance and assessment of performance, and recommend to the contracting officer changes in requirements.

## G.1 (Continued)

- (2) Assist the contractor in the resolution of technical problems encountered during performance.
- (3) Review all costs requested for reimbursement by the contractor and submit to the contracting officer recommendations for approval, disapproval, or suspension of payment for supplies and services required under this contract.

[End of Clause]

## G.2 NRCAR 2052.216-71 INDIRECT COST RATES (JAN 1993)

- (a) Pending the establishment of final indirect rates which must be negotiated based on audit of actual costs, the contractor shall be reimbursed for allowable indirect costs as follows:

14% - G&A/Overhead Expenses 33% - Fringe Benefit Expenses

- (b) The contracting officer may adjust the above rates as appropriate during the term of the contract upon acceptance of any revisions proposed by the contractor. It is the contractor's responsibility to notify the contracting officer in accordance with FAR 52.232-20, Limitation of Cost, or FAR 52.232-22, Limitation of Funds, as applicable, if these changes affect performance of work within the established cost or funding limitations.

[End of Clause]

## SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 NRCAR 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 the 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 must 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.

[End of Clause]

H.2 NRCAR 2052.209-73 CONTRACTOR ORGANIZATIONAL  
CONFLICTS OF INTEREST (JAN 1993)

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

- (1) Is not placed in a conflicting role because of current or planned interests (financial, contractual, organizational, or otherwise) which relate to the work under this contract; and
- (2) Does not obtain an unfair competitive advantage over other parties by virtue of its performance of this contract.

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

(c) Work for others.

- (1) Notwithstanding any other provision of this contract, during the term of this contract the contractor agrees to

## H.2 (Continued)

forego entering into consulting or other contractual arrangements with any firm or organization, the result of which may give rise to a conflict of interest with respect to the work being performed under this contract. The contractor shall ensure that all employees under this contract abide by the provision of this clause. If the contractor has reason to believe with respect to itself or any employee that any proposed consultant or other contractual arrangement with any firm or organization may involve a potential conflict of interest, the contractor shall obtain the written approval of the contracting officer before the execution of such contractual arrangement.

- (2) The contractor may not represent, assist, or otherwise support an NRC licensee or applicant undergoing an NRC audit, inspection, or review where the activities that are the subject of the audit, inspection or review are the same as or substantially similar to the services within the scope of this contract (or task order as appropriate), except where the NRC licensee or applicant requires the contractor's support to explain or defend the contractor's prior work for the utility or other entity which NRC questions.
- (3) When the contractor performs work for the NRC under this contract at any NRC licensee or applicant site, the contractor shall neither solicit nor perform work in the same or similar technical area for that licensee or applicant organization for a period commencing with the award of the task order or beginning of work on the site (if not a task order contract) and ending one year after completion of all work under the associated task order, or last time at the site (if not a task order contract).
- (4) When the contractor performs work for the NRC under this contract at any NRC licensee or applicant site,
  - (i) The contractor may not solicit work at that site for that licensee or applicant during the period of performance of the task order or the contract, as appropriate.
  - (ii) The contractor may not perform work at that site for that licensee or applicant during the period of performance of the task order or the contract, as appropriate, and for one year thereafter.
  - (iii) Notwithstanding the foregoing, the contracting officer may authorize the contractor to solicit or perform this type of work (except work in the same

## H.2 (Continued)

or similar technical area) if the contracting officer determines that the situation will not pose a potential for technical bias or unfair competitive advantage.

(d) Disclosure after award.

- (1) The contractor warrants that to the best of its knowledge and belief, and except as otherwise set forth in this contract, it does not have any organizational conflicts of interest as defined in 48 CFR 2009.570-2.
- (2) The contractor agrees that, if after award, it discovers organizational conflicts of interest with respect to this contract, it shall make an immediate and full disclosure in writing to the contracting officer. This statement must include a description of the action which the contractor has taken or proposes to take to avoid or mitigate such conflicts. The NRC may, however, terminate the contract if termination is in the best interest of the government.
- (3) It is recognized that the scope of work of a task-order-type contract necessarily encompasses a broad spectrum of activities. Consequently, if this is a task-order-type contract, the contractor agrees that it will disclose all proposed new work involving NRC licensees or applicants which comes within the scope of work of the underlying contract. Further, if this contract involves work at a licensee or applicant site, the contractor agrees to exercise diligence to discover and disclose any new work at that licensee or applicant site. This disclosure must be made before the submission of a bid or proposal to the utility or other regulated entity and must be received by the NRC at least 15 days before the proposed award date in any event, unless a written justification demonstrating urgency and due diligence to discover and disclose is provided by the contractor and approved by the contracting officer. The disclosure must include the statement of work, the dollar value of the proposed contract, and any other documents that are needed to fully describe the proposed work for the regulated utility or other regulated entity. NRC may deny approval of the disclosed work only when the NRC has issued a task order which includes the technical area and, if site-specific, the site, or has plans to issue a task order which includes the technical area and, if site-specific, the site, or when the work violates paragraphs (c)(2), (c)(3) or (c)(4) of this section.

(e) Access to and use of information.



## H.2 (Continued)

- (1) If in the performance of this contract, the contractor obtains access to information, such as NRC plans, policies, reports, studies, financial plans, internal data protected by the Privacy Act of 1974 (5 U.S.C. Section 552a (1988)), or the Freedom of Information Act (5 U.S.C. Section 552 (1986)), the contractor agrees not to:
    - (i) Use this information for any private purpose until the information has been released to the public;
    - (ii) Compete for work for the Commission based on the information for a period of six months after either the completion of this contract or the release of the information to the public, whichever is first;
    - (iii) Submit an unsolicited proposal to the Government based on the information until one year after the release of the information to the public; or
    - (iv) Release the information without prior written approval by the contracting officer unless the information has previously been released to the public by the NRC.
  - (2) In addition, the contractor agrees that, to the extent it receives or is given access to proprietary data, data protected by the Privacy Act of 1974 (5 U.S.C. Section 552a (1988)), or the Freedom of Information Act (5 U.S.C. Section 552 (1986)), or other confidential or privileged technical, business, or financial information under this contract, the contractor shall treat the information in accordance with restrictions placed on use of the information.
  - (3) Subject to patent and security provisions of this contract, the contractor shall have the right to use technical data it produces under this contract for private purposes provided that all requirements of this contract have been met.
- (f) Subcontracts. Except as provided in 48 CFR 2009.570-2, the contractor shall include this clause, including this paragraph, in subcontracts of any tier. The terms contract, contractor, and contracting officer, must be appropriately modified to preserve the Government's rights.
- (g) Remedies. For breach of any of the above restrictions, or for intentional nondisclosure or misrepresentation of any relevant interest required to be disclosed concerning this



## H.2 (Continued)

contract or for such erroneous representations that necessarily imply bad faith, the Government may terminate the contract for default, disqualify the contractor from subsequent contractual efforts, and pursue other remedies permitted by law or this contract.

- (h) Waiver. A request for waiver under this clause must be directed in writing to the contracting officer in accordance with the procedures outlined in 48 CFR 2009.570-9.
- (i) Follow-on effort. The contractor shall be ineligible to participate in NRC contracts, subcontracts, or proposals therefor (solicited or unsolicited), which stem directly from the contractor's performance of work under this contract. Furthermore, unless so directed in writing by the contracting officer, the contractor may not perform any technical consulting or management support services work or evaluation activities under this contract on any of its products or services or the products or services of another firm if the contractor has been substantially involved in the development or marketing of the products or services.
  - (1) If the contractor, under this contract, prepares a complete or essentially complete statement of work or specifications, the contractor is not eligible to perform or participate in the initial contractual effort which is based on the statement of work or specifications. The contractor may not incorporate its products or services in the statement of work or specifications unless so directed in writing by the contracting officer, in which case the restrictions in this paragraph do not apply.
  - (2) Nothing in this paragraph precludes the contractor from offering or selling its standard commercial items to the Government.

[End of Clause]

## H.3 NRCAR 2052.215-70 KEY PERSONNEL (JAN 1993)

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

Medical Director/Physician Charles Chapin, May Junn-Robinson  
Chief Nurse To be determined

The contractor agrees that personnel may not be removed from

**H.3 (Continued)**

the contract work or replaced without compliance with paragraphs (b) and (c) of this section.

- (b) If one or more of the key personnel, for whatever reason, becomes, or is expected to become, unavailable for work under this contract for a continuous period exceeding 30 work days, or is expected to devote substantially less effort to the work than indicated in the proposal or initially anticipated, the contractor shall immediately notify the contracting officer and shall, subject to the concurrence of the contracting officer, promptly replace the personnel with personnel of at least substantially equal ability and qualifications.
- (c) Each request for approval of substitutions must be in writing and contain a detailed explanation of the circumstances necessitating the proposed substitutions. The request must also contain a complete resume for the proposed substitute and other information requested or needed by the contracting officer to evaluate the proposed substitution. The contracting officer or his/her authorized representative shall evaluate the request and promptly notify the contractor of his or her approval or disapproval 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.

[End of Clause]

**H.4 NRCAR 2052.235-72 SAFETY, HEALTH, AND FIRE PROTECTION (JAN 1993)**

The contractor shall take all reasonable precautions in the performance of the work under this contract to protect the health and safety of its employees and of members of the public, including NRC employees and contractor personnel, and to minimize danger from all hazards to life and property and shall comply with all applicable health, safety, and fire protection regulations and requirements (including reporting requirements) of the Commission and the Department of Labor. In the event that the contractor fails to comply with these regulations or requirements, the

## H.4 (Continued)

contracting officer may, without prejudice to any other legal or contractual rights of the Commission, issue an order stopping all or any part of the work; thereafter, a start order for resumption of work may be issued at the discretion of the contracting officer. The contractor shall make no claim for an extension of time or for compensation or damages by reason of, or in connection with, this type of work stoppage.

[End of Clause]

## H.5 GOVERNMENT FURNISHED EQUIPMENT/PROPERTY (JUNE 1988)

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

4 *gtg/28/84*  
See Attachment *8*, Equipment Inventory

- (b) Only the equipment/property listed above in the quantities shown will be provided by the Government. This property is subject to the provisions of the Government Property clause under this contract. All other equipment/property required in performance of the contract shall be furnished by the Contractor.

[End of Clause]

## PART II - CONTRACT CLAUSES

## SECTION I - CONTRACT CLAUSES

## I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

## I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

| NUMBER    | TITLE                             | DATE     |
|-----------|-----------------------------------|----------|
| 52.202-1  | DEFINITIONS                       | SEP 1991 |
| 52.203-1  | OFFICIALS NOT TO BENEFIT          | APR 1984 |
| 52.203-3  | GRATUITIES                        | APR 1984 |
| 52.203-5  | COVENANT AGAINST CONTINGENT FEES  | APR 1984 |
| 52.203-6  | RESTRICTIONS ON SUBCONTRACTOR     | JUL 1985 |
|           | SALES TO THE GOVERNMENT           |          |
| 52.203-7  | ANTI-KICKBACK PROCEDURES          | OCT 1988 |
| 52.203-10 | PRICE OR FEE ADJUSTMENT FOR       | SEP 1990 |
|           | ILLEGAL OR IMPROPER ACTIVITY      |          |
| 52.203-12 | LIMITATION ON PAYMENTS TO         | JAN 1990 |
|           | INFLUENCE CERTAIN FEDERAL         |          |
|           | TRANSACTIONS                      |          |
| 52.209-6  | PROTECTING THE GOVERNMENT'S       | NOV 1992 |
|           | INTEREST WHEN SUBCONTRACTING WITH |          |
|           | CONTRACTORS DEBARRED, SUSPENDED,  |          |
|           | OR PROPOSED FOR DEBARMENT         |          |
| 52.210-5  | NEW MATERIAL                      | APR 1984 |
| 52.210-7  | USED OR RECONDITIONED MATERIAL,   | APR 1984 |
|           | RESIDUAL INVENTORY, AND FORMER    |          |
|           | GOVERNMENT SURPLUS PROPERTY       |          |
| 52.215-1  | EXAMINATION OF RECORDS BY         | FEB 1993 |
|           | COMPTROLLER GENERAL               |          |
| 52.215-2  | AUDIT - NEGOTIATION               | FEB 1993 |
| 52.215-22 | PRICE REDUCTION FOR DEFECTIVE     | JAN 1991 |
|           | COST OR PRICING DATA              |          |
| 52.215-24 | SUBCONTRACTOR COST OR             | DEC 1991 |
|           | PRICING DATA                      |          |
| 52.215-26 | INTEGRITY OF UNIT PRICES          | APR 1991 |
| 52.215-27 | TERMINATION OF DEFINED BENEFIT    | SEP 1989 |
|           | PENSION PLANS                     |          |
| 52.215-33 | ORDER OF PRECEDENCE               | JAN 1986 |
| 52.215-39 | REVERSION OR ADJUSTMENT OF PLANS  | JUL 1991 |
|           | FOR POSTRETIREMENT BENEFITS OTHER |          |
|           | THAN PENSIONS (PRB)               |          |
| 52.216-7  | ALLOWABLE COST AND PAYMENT        | JUL 1991 |

## I.1 (Continued)

| NUMBER    | TITLE  | DATE     |
|-----------|--|----------|
| 52.216-8  | FIXED FEE  | APR 1984 |
| 52.217-1  | LIMITATION OF PRICE AND<br>CONTRACTOR OBLIGATIONS                                      | APR 1984 |
| 52.217-2  | CANCELLATION OF ITEMS<br>Alternate I (APR 1984)  | APR 1984 |
| 52.219-8  | UTILIZATION OF SMALL BUSINESS<br>CONCERNS AND SMALL<br>DISADVANTAGED BUSINESS CONCERNS | FEB 1990 |
| 52.219-9  | SMALL BUSINESS AND SMALL<br>DISADVANTAGED BUSINESS<br>SUBCONTRACTING PLAN              | JAN 1991 |
| 52.219-13 | UTILIZATION OF WOMEN-OWNED<br>SMALL BUSINESSES   | AUG 1986 |
| 52.219-16 | LIQUIDATED DAMAGES--SMALL BUSINESS<br>SUBCONTRACTING PLAN                              | AUG 1989 |
| 52.220-3  | UTILIZATION OF LABOR SURPLUS<br>AREA CONCERNS  | APR 1984 |
| 52.220-4  | LABOR SURPLUS AREA<br>SUBCONTRACTING PROGRAM   | APR 1984 |
| 52.222-3  | CONVICT LABOR  | APR 1984 |
| 52.222-26 | EQUAL OPPORTUNITY  | APR 1984 |
| 52.222-28 | EQUAL OPPORTUNITY PREAWARD<br>CLEARANCE OF SUBCONTRACTS                                | APR 1984 |
| 52.222-35 | AFFIRMATIVE ACTION FOR SPECIAL<br>DISABLED AND VIETNAM<br>ERA VETERANS                 | APR 1984 |
| 52.222-36 | AFFIRMATIVE ACTION FOR<br>HANDICAPPED WORKERS  | APR 1984 |
| 52.222-37 | EMPLOYMENT REPORTS ON SPECIAL<br>DISABLED VETERANS AND VETERANS<br>OF THE VIETNAM ERA  | JAN 1988 |
| 52.223-2  | CLEAN AIR AND WATER  | APR 1984 |
| 52.223-6  | DRUG-FREE WORKPLACE  | JUL 1990 |
| 52.224-1  | PRIVACY ACT NOTIFICATION   | APR 1984 |
| 52.224-2  | PRIVACY ACT  | APR 1984 |
| 52.225-11 | RESTRICTIONS ON CERTAIN FOREIGN<br>PURCHASES   | MAY 1992 |
| 52.225-17 | BUY AMERICAN ACT - SUPPLIES UNDER<br>EUROPEAN COMMUNITY AGREEMENT                      | JAN 1994 |
| 52.227-1  | AUTHORIZATION AND CONSENT  | APR 1984 |
| 52.227-2  | NOTICE AND ASSISTANCE REGARDING<br>PATENT AND COPYRIGHT INFRINGEMENT                   | APR 1984 |
| 52.227-3  | PATENT INDEMNITY   | APR 1984 |
| 52.228-7  | INSURANCE - LIABILITY TO THIRD<br>PERSONS  | APR 1984 |
| 52.232-17 | INTEREST   | JAN 1991 |
| 52.232-22 | LIMITATION OF FUNDS  | APR 1984 |
| 52.232-23 | ASSIGNMENT OF CLAIMS   | JAN 1986 |
| 52.232-25 | PROMPT PAYMENT   | MAR 1994 |



## I.1 (Continued)

| NUMBER    | TITLE   | DATE     |
|-----------|---|----------|
| 52.232-28 | ELECTRONIC FUNDS TRANSFER<br>PAYMENT METHODS  | APR 1989 |
| 52.233-1  | DISPUTES  | MAR 1994 |
| 52.233-3  | PROTEST AFTER AWARD<br>Alternate I (JUN 1985)   | JUN 1985 |
| 52.237-2  | PROTECTION OF GOVERNMENT<br>BUILDINGS, EQUIPMENT,<br>AND VEGETATION                           | APR 1984 |
| 52.242-1  | NOTICE OF INTENT TO DISALLOW COSTS  | APR 1984 |
| 52.242-13 | BANKRUPTCY  | APR 1991 |
| 52.243-2  | CHANGES - COST-REIMBURSEMENT<br>Alternate II (APR 1984)                                       | AUG 1987 |
| 52.244-2  | SUBCONTRACTS (COST-REIMBURSEMENT<br>AND LETTER CONTRACTS)                                     | JUL 1985 |
| 52.244-5  | COMPETITION IN SUBCONTRACTING   | APR 1984 |
| 52.245-5  | GOVERNMENT PROPERTY<br>(COST-REIMBURSEMENT,<br>TIME-AND-MATERIAL, OR<br>LABOR-HOUR CONTRACTS) | JAN 1986 |
| 52.249-6  | TERMINATION (COST-REIMBURSEMENT)  | MAY 1986 |
| 52.249-14 | EXCUSABLE DELAYS  | APR 1984 |
| 52.251-1  | GOVERNMENT SUPPLY SOURCES   | APR 1984 |
| 52.253-1  | COMPUTER GENERATED FORMS  | JAN 1991 |

[End of Clause]

I.2 52.203-9 REQUIREMENT FOR CERTIFICATE OF PROCUREMENT  
INTEGRITY--MODIFICATION (NOV 1990)

- (a) Definitions. The definitions set forth in FAR 3.104-4 are hereby incorporated in this clause.
- (b) The Contractor agrees that it will execute the certification set forth in paragraph (c) of this clause when requested by the Contracting Officer in connection with the execution of any modification of this contract.
- (c) Certification. As required in paragraph (b) of this clause, the officer or employee responsible for the modification proposal shall execute the following certification:

CERTIFICATE OF PROCUREMENT INTEGRITY--  
MODIFICATION (NOV 1990)

(1) I, [Name of certifier] \_\_\_\_\_,  
am the officer or employee responsible for the preparation of  
this modification proposal and hereby certify that, to the



## I.2 (Continued)

best of my knowledge and belief, with the exception of any information described in this certification, I have no information concerning a violation or possible violation of subsection 27(a), (b), (d), or (f) of the Office of Federal Procurement Policy Act, as amended\* (41 U.S.C. 423), (hereinafter referred to as "the Act"), as implemented in the FAR, occurring during the conduct of this procurement (contract and modification number).

(2) As required by subsection 27(e)(1)(B) of the Act, I further certify that to the best of my knowledge and belief, each officer, employee, agent, representative, and consultant of [Name of Offeror] \_\_\_\_\_ who has participated personally and substantially in the preparation or submission of this proposal has certified that he or she is familiar with, and will comply with, the requirements of subsection 27(a) of the Act, as implemented in the FAR, and will report immediately to me any information concerning a violation or possible violation of subsections 27(a), (b), (d), or (f) of the Act, as implemented in the FAR, pertaining to this procurement.

(3) Violations or possible violations: (Continue on plain bond paper if necessary and label Certificate of Procurement Integrity--Modification (Continuation Sheet), ENTER NONE IF NONE EXISTS)

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\_\_\_\_\_  
[Signature of the officer or employee responsible for the modification proposal and date]

\_\_\_\_\_  
[Typed name of the officer or employee responsible for the modification proposal]

\* Subsections 27(a), (b), and (d) are effective on December 1, 1990. Subsection 27(f) is effective on June 1, 1991.

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER TITLE 18, UNITED STATES CODE, SECTION 1001.

## I.2 (Continued)

- (d) In making the certification in paragraph (2) of the certificate, the officer or employee of the competing Contractor responsible for the offer or bid, may rely upon a one-time certification from each individual required to submit a certification to the competing Contractor, supplemented by periodic training. These certifications shall be obtained at the earliest possible date after an individual required to certify begins employment or association with the contractor. If a contractor decides to rely on a certification executed prior to the suspension of section 27 (i.e., prior to December 1, 1989), the Contractor shall ensure that an individual who has so certified is notified that section 27 has been reinstated. These certifications shall be maintained by the Contractor for a period of 6 years from the date a certifying employee's employment with the company ends or, for an agency, representative, or consultant, 6 years from the date such individual ceases to act on behalf of the contractor.
- (e) The certification required by paragraph (c) of this clause is a material representation of fact upon which reliance will be placed in executing this modification.

[End of Clause]

## I.3 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 1989)

- (a) The Government may extend the term of this contract by written notice to the Contractor within 60 days; provided, that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option provision.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

[End of Clause]

## I.4 52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

- (a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed zero or the overtime premium is paid for work--
- (1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns

## I.4 (Continued)

of production equipment, or occasional production bottlenecks of a sporadic nature;

- (2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;
  - (3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or
  - (4) That will result in lower overall costs to the Government.
- (b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--
- (1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;
  - (2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;
  - (3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and
  - (4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

[End of Clause]

I.5 52.225-9 BUY AMERICAN ACT--TRADE AGREEMENTS  
--BALANCE OF PAYMENTS PROGRAM (JAN 1994)

- (a) This clause implements the Buy American Act (41 U.S.C. 101), the Trade Agreements Act of 1979 (19 U.S.C. 2501-2582), the North American Free Trade Agreement (NAFTA) Implementation Act (Pub. L. 103-182, 107 Stat. 2057) and the Balance of Payments Program by providing a preference for domestic end products over foreign end products, except for certain foreign end products which meet the requirements for classification as

## I.5 (Continued)

designated, NAFTA, or Caribbean Basin country end products.

"Caribbean Basin country end product," as used in this clause, means an article that (1) is wholly the growth, product, or manufacture of a Caribbean Basin country (as defined in section 25.401 of the Federal Acquisition Regulation (FAR)), or (2) in the case of an article which consists in whole or in part of materials from another country or instrumentality, has been substantially transformed into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was so transformed. The term includes services (except transportation services) incidental to its supply; provided that the value of those incidental services does not exceed that of the product itself. It does not include service contracts as such. The term excludes products that are excluded from duty free treatment for Caribbean countries under the Caribbean Basin Economic Recovery Act (19 U.S.C. 2703(b)). These exclusions presently consist of (i) textiles and apparel articles that are subject to textile agreements; (ii) footwear, handbags, luggage, flat goods, work gloves, and leather wearing apparel not designated as eligible articles for the purpose of the Generalized System of Preferences under Title V of the Trade Act of 1974; (iii) tuna, prepared or preserved in any manner in airtight containers; (iv) petroleum, or any product derived from petroleum; and (v) watches and watch parts (including cases, bracelets and straps), of whatever type including, but not limited to, mechanical, quartz digital or quartz analog, if such watches and watch parts contain any material that is the product of any country to which the Tariff Schedule of the United States (TSUS) column 2 rates of duty apply.

"Components," as used in this clause, means those articles, materials, and supplies incorporated directly into the end products.

"Designated country end product," as used in this clause, means an article that (1) is wholly the growth, product, or manufacture of the designated country (as defined in section 25.401 of the Federal Acquisition Regulation (FAR)), or (2) in the case of an article which consists in whole or in part of materials from another country or instrumentality, has been substantially transformed into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was so transformed. The term includes services (except transportation services) incidental to its supply, provided that the value of those incidental services does not exceed that of the product itself. It does not include service contracts as such.

## I.5 (Continued)

"Domestic end product," as used in this clause, means (1) an unmanufactured end product mined or produced in the United States, or (2) an end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. A component shall also be considered to have been mined, produced, or manufactured in the United States (regardless of its source in fact) if the end product in which it is incorporated is manufactured in the United States and the component is of a class or kind (i) determined by the Government to be not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality, or (ii) to which the agency head concerned has determined that it would be inconsistent with the public interest to apply the restrictions of the Buy American Act.

"End products," as used in this clause, means those articles, materials, and supplies to be acquired under this contract for public use.

"Foreign end product," as used in this clause, means an end product other than a domestic end product.

"NAFTA country", as used in this clause, means Canada or Mexico.

"NAFTA country end product", as used in this clause, means an article that (1) is wholly the growth, product, or manufacture of a NAFTA country, or (2) in the case of an article which consists in whole or in part of materials from another country or instrumentality, has been substantially transformed in a NAFTA country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term includes service (except transportation services) incidental to its supply; provided, that the value of those incidental services does not exceed that of the product itself. It does not include service contracts as such.

- (b) The Contracting Officer has determined that the Trade Agreements Act and NAFTA apply to this acquisition. Unless otherwise specified, the Acts apply to all items in the schedule. The Contractor agrees to deliver under this contract only domestic end products unless, in its offer, it specifies delivery of foreign end products in the provision entitled "Buy American--Trade Agreements--Balance of Payments Program Certificate." An offer certifying that a designated, NAFTA, or Caribbean Basin country end product will be supplied requires the Contractor to supply a designated, NAFTA, or a Caribbean Basin country end product or, at the Contractor's



## I.5 (Continued)

option, a domestic end product. Contractors may not supply a foreign end product for line items subject to the Trade Agreements Act unless the foreign end product is a designated, NAFTA, or a Caribbean Basin country end product (see FAR 25.401), or unless a waiver is granted under section 302 of the Trade Agreements Act of 1979 (see FAR 25.402(c)).

- (c) Offers will be evaluated in accordance with the policies and procedures of Subpart 25.4 of the FAR.

I.6 52.237-7 INDEMNIFICATION AND MEDICAL LIABILITY  
INSURANCE (SEP 1989)

- (a) It is expressly agreed and understood that this a nonpersonal services contract as defined in Federal Acquisition Regulation (FAR) 37.101, under which the professional services rendered by the Contractor are rendered in its capacity as an independent contractor. The Government may evaluate the quality of professional and administrative services provided, but retains no control over professional aspects of the services rendered, including by example, the Contractor's professional medical judgment, diagnosis, or specific medical treatments. The Contractor shall be solely liable for and expressly agrees to indemnify the Government with respect to any liability producing acts or omissions by it or by its employees or agents. The Contractor shall maintain during the term of the contract liability insurance issued by a responsible insurance carrier in the amount of not less than the following amount(s) per specialty per occurrence: \$500,000.00.
- (b) An apparently successful offeror, upon request by the Contracting Officer, shall furnish prior to contract award evidence of its insurability concerning the medical liability insurance required by paragraph (a) of this clause.
- (c) Liability insurance may be on either an occurrence basis or on a claims-made basis. If the policy is on a claims-made basis, an extended reporting endorsement (tail) for a period of not less than 3 years after the end of the contract term must be provided.
- (d) A certificate of insurance evidencing the required coverage shall be provided to the Contracting Officer prior to the commencement of services under this contract. If the insurance is on a claims-made basis and evidence of an extended reporting endorsement is not provided prior to the commencement of services, evidence of such endorsement shall be provided to the Contracting Officer prior to the expiration of this contract. Final payment under this contract shall be withheld until evidence of the extended reporting endorsement



## I.6 (Continued)

is provided to the Contracting Officer.

- (e) The policies evidencing required insurance shall also contain an endorsement to the effect that any cancellation or material change adversely affecting the Government's interest shall not be effective until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer. If during the performance period of the contract the Contractor changes insurance providers, the Contractor must provide evidence that the Government will be indemnified to the limits specified in paragraph (a) of this clause, for the entire period of the contract, either under the new policy, or a combination of old and new policies.
- (f) The Contractor shall insert the substance of this clause, including this paragraph (f), in all subcontracts under this contract for health care services and shall require such subcontractors to provide evidence of and maintain insurance in accordance with paragraph (a) of this clause. At least 5 days before the commencement of work by any subcontractor, the Contractor shall furnish to the Contracting Officer evidence of such insurance.

[End of Clause]

## I.7 TRADE AGREEMENTS ACT (MAY 1991)

- (a) This clause implements the Trade Agreements Act of 1979 (19 U.S.C. 2501-2582) by providing a preference for U.S. made end products, designated country end products, and Caribbean Basin country end products over other products.

"Caribbean Basin country end products," as used in this clause, means an article that: (1) is wholly the growth, product, or manufacture of a Caribbean Basin country (as defined in section 25.401 of the Federal Acquisition Regulation (FAR)), or (2) in the case of an article which consists in whole or in part of materials from another country or instrumentality, has been substantially transformed into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was so transformed. The term includes services (except transportation services) incidental to its supply; provided that the value of those incidental services does not exceed that of the product itself. It does not include service contracts as such. The term excludes products that are excluded from duty free treatment from Caribbean countries under the Caribbean Basin Economic Recovery Act (19 U.S.C. 2703(b)). These exclusions presently consist of (i) textiles and apparel articles that are subject to textile agreements; (ii) footwear, handbags, luggage, flat goods, work gloves, and

## I.7 (Continued)

leather wearing apparel not designated as eligible articles for the purpose of the Generalized System of Preference under title V of the Trade Act of 1974; (iii) tuna, prepared or preserved in any manner in airtight containers; (iv) petroleum, or any product derived from petroleum; and (v) watches and watch parts (including cases, bracelets and straps) of whatever type including, but not limited to, mechanical, quartz digital or quartz analog, if such watches or watch parts contain any material that is the product of any country to which the Tariff Schedule of the United States (TSUS) column 2 rates of duty apply.

"Designated country end product," as used in this clause, means an article that (1) is wholly the growth, product, or manufacture of the designated country (as defined in section 25.401 of the Federal Acquisition Regulation (FAR)), or (2) in the case of an article which consists in whole or in part of materials from another country or instrumentality, has been substantially transformed into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was so transformed. The term includes services (except transportation services) incidental to its supply, provided that the value of those incidental services does not exceed that of the product itself. It does not include service contracts as such.

"End products," as used in this clause, means those articles, materials, and supplies to be acquired under this contract for public use.

"U.S. made end product," as used in this clause, means an article which (1) is wholly the growth, product, or manufacture of the United States, or (2) in the case of an article which consists in whole or in part of materials from another country or instrumentality, has been substantially transformed in the United States into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was so transformed.

"Nondesignated country end products," as used in this clause, means any end product which is not a U.S. made end product or designated country end product.

"United States," as used in this clause, means the United States, its possessions, Puerto Rico, and any other place which is subject to its jurisdiction, but does not include leased bases or trust territories.

- (b) The Contractor agrees to deliver under this contract only U.S. made end products, designated country end products, Caribbean

## I.7 (Continued)

Basin country end product, or, if a national interest waiver is granted under section 302 of the Trade Agreements Act of 1979, nondesignated country end products. Only if such waiver is granted may a nondesignated country end product be delivered under this contract(s).

- (c) Offers will be evaluated in accordance with the policies and procedures of part 25 of the FAR except that offers of U.S. made end products shall be evaluated without the restrictions of the Buy American Act or the Balance of Payments Program.

[End of Clause]

## PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

## SECTION J - LIST OF ATTACHMENTS

## J.1 ATTACHMENTS (MAR 1987)

| Attachment Number | Title  |
|-------------------|--|
| 1                 | Billing Instructions                                       |
| 2                 | NRC Contractor Organizational Conflicts of Interest        |
| 3                 | Contractor Spending Plan (CSP) Instructions / Executed CSP |
| 4                 | Equipment Inventory  |

REVISED 8/89

BILLING INSTRUCTIONS FOR  
COST-REIMBURSEMENT TYPE CONTRACTS

General: The contractor shall prepare vouchers/invoices for reimbursement of costs in the manner and format described herein. A sample voucher/invoice is provided for your reference. FAILURE TO SUBMIT VOUCHERS/INVOICES IN ACCORDANCE WITH THESE INSTRUCTIONS WILL RESULT IN REJECTION OF the VOUCHER/INVOICE AS IMPROPER.

Number of Copies: An original and three copies, including supporting documentation shall be submitted. A copy of all supporting documents must be attached to each copy of your voucher/invoice. Failure to submit all the required copies will result in rejection of the voucher/invoice as improper.

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

U. S. Nuclear Regulatory Commission  
Division of Contracts and Property Management  
Contract Administration Branch, P-902  
Washington, D.C. 20555

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

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

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

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

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



Frequency: The contractor shall submit claims for reimbursement once each month, unless otherwise authorized by the Contracting Officer.

Form: Claims should be submitted in the format depicted on the attached sample form entitled "Voucher for Purchases and Services Other than Personal." The sample form is provided for guidance only. The form is not required for submission of a voucher/invoice. Alternate formats are permissible provided all requirements of the billing instructions are addressed. Additional copies of the form are available from the Contracting Officer. The instructions for preparation and itemization of the voucher/invoice are included with the sample form.

Task Ordering Contracts: If the contractor bills for more than one task order under a voucher/invoice, detailed cost information for each individual task order shall be submitted, together with a cumulative summary of all charges billed on the voucher/invoice. This includes all applicable cost elements discussed in paragraphs (a) through (p) of the attached instructions, together with appropriate supporting information.

Billing of Cost After Expiration of Contract: If costs are incurred during the contract period and claimed after the contract has expired, the period during which these costs were incurred must be cited. To be considered a proper expiration voucher/invoice, contractor shall clearly mark it "EXPIRATION VOUCHER" or "EXPIRATION INVOICE."

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

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

Supersession: These instructions supersede any previous billing instructions.

# VOUCHERS FOR PURCHASES AND SERVICES OTHER THAN PERSONAL

REVISED 8/99  
Page 3

Official Agency Billing Office

U. S. Nuclear Regulatory Commission  
Division of Contracts and Property  
Management, P-902

Washington, D.C. 20555

Payee's Name and Address

Individual to Contact  
Regarding This Voucher:

Name: \_\_\_\_\_

tel. No.: \_\_\_\_\_

(a) Contract Number \_\_\_\_\_

Task Order No. (If Applicable) \_\_\_\_\_

(b) Title of Project \_\_\_\_\_

(c) Voucher Number \_\_\_\_\_

(d) Project Officer \_\_\_\_\_

(e) Date of Voucher \_\_\_\_\_

(f) Contract Amount \_\_\_\_\_

(g) Fixed Fee \_\_\_\_\_

(h) This voucher represents reimbursable costs from \_\_\_\_\_ thru \_\_\_\_\_

Amount Billed

(l) Current Period

(m) Inception to Date

(i) Direct Costs

Direct Labor \*

Fringe benefits \_\_\_\_\_

(if computed as percentage)

Capitalized Nonexpendable  
Equipment \*

(4) Materials, Supplies and  
Noncapitalized Equipment \*

Premium PAY

Consultants \*

Travel - Domestic \*

Foreign \*

-(8) Subcontract \*

(9) Other Costs \*

Total Direct Costs

(j) INDIRECT COSTS

A) Overhead % of \_\_\_\_\_  
(Indicate Base)

Subtotal

B) General & Administrative Expense  
% of Cost Elements Nos. \_\_\_\_\_

Total Costs

(k) FIXED-FEE EARNED (Formula)

(n) Total Amounts Claimed

(o) Adjustments

Outstanding Suspensions

(p) Grand Totals

\*(REQUIRES SUPPORTING INFORMATION--SEE ATTACHED)

Instruction for Itemization of Costs and Supporting Information:

Preparation and Itemization of the Voucher/Invoice: In order to constitute a proper invoice, the contractor shall furnish all the information set forth below. These notes are keyed to the entries on the sample voucher/invoice.

Payee's name and address: Show the name of the contractor as it appears in the contract and its correct address. When an approved assignment has been made by the contractor, or a different payee or addressee has been designated, insert the name and address of the payee. Indicate the name and telephone number of the individual responsible for answering any questions that the NRC may have regarding the invoice.

- (a) Contract Number. Insert the NRC contract number  
Task Order Number, if applicable. Insert the task order number.
- (b) Title of Project. List the full title of the project being performed under the contract.
- (c) Sequential voucher/invoice number. The appropriate sequential number of the voucher/invoice, beginning with 001 should be designated. Contractors may also include individual internal accounting numbers, if desired, in addition to the 3-digit sequential number.
- (d) Project Officer's name and mailstop as designated in the contract.
- (e) Date of voucher/invoice. Insert the date the voucher/invoice is prepared.
- (f) Contract Amount. Insert the total estimated cost of the contract, exclusive of fixed-fee. Include this information as it applies to individual task orders as well.
- (g) Fixed-Fee. Insert total fixed-fee. Include this information as it applies to individual task orders as well.
- (h) Billing Period. Insert the beginning and ending dates (day, month, year) of the period during which costs were incurred and for which reimbursement is claimed.
- (i) Direct Costs. Insert the major cost elements:
  - (1) Direct Labor. This consists of salaries and wages paid (or accrued) for direct performance of the contract itemized as follows:

| Labor Category | Labor Hrs. Negotiated | Hours Billed | Rate | Total | Cumulative Hours Billed |
|----------------|-----------------------|--------------|------|-------|-------------------------|
|----------------|-----------------------|--------------|------|-------|-------------------------|

- (2) Fringe Benefits. This represents fringe benefits applicable to direct labor and billed as a direct cost. Where a rate is used, indicate the rate. Fringe benefits included in direct labor or in other indirect cost pools should not be identified here.
- (3) Direct Equipment. For educational institutions, list each item costing \$500.00 or more and having a life expectancy of more than one year. For contractors other than educational institutions, list each item costing \$200.00 or more and having a life expectancy of more than one year. List only those items of equipment for which reimbursement is requested. A reference shall be made to the following (as applicable): (a) the item number for the specific piece of equipment listed in the property schedule of the contract; (b) the Contracting Officer's approval letter if the equipment is not covered by the property schedule; or (c) be preceded by an asterisk (\*) if the equipment is below the approval level. Further itemization of vouchers/invoices shall only be required for items having specific limitations set forth in the contract.
- (4) Materials, Supplies, or Other Expendable Items. These are consumable materials, supplies, and equipment other than that described in (3) above.
- (5) Premium Pay. This is remuneration in excess of the basic hourly rate. (Requires written approval of the Contracting Officer.)
- (6) Consultant's Fee. The supporting information must include the name, hourly or daily rate of the consultant, and reference the NRC approval (if not specifically approved in the original contract).
- (7) Travel. Domestic travel is travel within the United States, its territories, possessions, and Canada. It should be billed separately from foreign travel.

All costs associated with each trip must be shown in the following format:

| Date    | Traveler | Destination | Purpose | Cost |
|---------|----------|-------------|---------|------|
| From To |          | From To     |         | \$   |

Supporting Information - Sample

1) Direct Labor - \$2400

| <u>Labor Category</u> | <u>Labor Hours Negotiated</u> | <u>Hours Billed</u> | <u>Rate</u> | <u>Total</u>  | <u>Cumulative Hours Billed</u> |
|-----------------------|-------------------------------|---------------------|-------------|---------------|--------------------------------|
| Senior Engineer I     | 2400                          | 100                 | \$14.00     | \$1400        | 975                            |
| Engineer              | 1500                          | 50                  | \$10.00     | \$500         | 465                            |
| Computer Analyst      | 700                           | 100                 | \$5.00      | \$500         | 320                            |
|                       |                               |                     |             | <u>\$2400</u> |                                |

2) Direct Equipment

Spectrometer - General Electric (as approved in Property Schedule) \$5,000

4) Materials, Supplies & Other Expendable Items

10 Radon Tubes @ \$110.00 = \$1100.00  
 9 Pair Electrostatis Gloves @ \$100.00 = \$900.00  
\$2000.00

5) Franchise Fee

Walter Murphy - 10 hours @ \$10.00 per hour = \$100  
 (This was approved by NRC in letter dated 3/6/89.)

6) Consultants' Fee

Dr. Carney - 1 hour @ \$100 = \$100

7) Travel

| <u>Date</u>           | <u>Traveler</u> | <u>Destination</u>       | <u>Purpose</u>                     | <u>Costs</u> |
|-----------------------|-----------------|--------------------------|------------------------------------|--------------|
| <u>From</u> <u>To</u> |                 | <u>From</u> <u>To</u>    |                                    |              |
| 3/1/89 3/6/89         | William King    | Chicago, Wash.,<br>IL DC | Meeting with<br>Project<br>Officer | \$1000       |



## NUCLEAR REGULATORY COMMISSION ACQUISITION REGULATION

## 2009.570 NRC organizational conflicts of interest.

## §2009.570-1 Scope of policy.

(a) It is the policy of NRC to avoid, eliminate, or neutralize contractor organizational conflicts of interest. The NRC achieves this objective by requiring all prospective contractors to submit information describing relationships, if any, with organizations or persons (including those regulated by the NRC) which may give rise to actual or potential conflicts of interest in the event of contract award.

(b) Contractor conflict of interest determinations cannot be made automatically or routinely. The application of sound judgment on virtually a case-by-case basis is necessary if the policy is to be applied to satisfy the overall public interest. It is not possible to prescribe in advance a specific method or set of criteria which would serve to identify and resolve all of the contractor conflict of interest situations which might arise. However, examples are provided in these regulations to guide application of this policy guidance. The ultimate test is as follows: Might the contractor, if awarded the contract, be placed in a position where its judgment may be biased, or where it may have an unfair competitive advantage?

(c) The conflict of interest rule contained in this subpart applies to contractors and offerors only. Individuals or firms who have other relationships with the NRC (e.g., parties to a licensing proceeding) are not covered by this regulation. This rule does not apply to the acquisition of consulting services through the personnel appointment process, NRC agreements with other Government agencies, international organizations, or state, local, or foreign Governments. Separate procedures for avoiding conflicts of interest will be employed in these agreements, as appropriate.

## §2009.570-2 Definitions.

As used in §2009.570:

Affiliates means business concerns which are affiliates of each other when either directly or indirectly one concern or individual controls or has the power to control another, or when a third party controls or has the power to control both.

Contract means any contractual agreement or other arrangement with the NRC except as provided in §2009.570-1(c).

Contractor means any person, firm, unincorporated association, joint venture, co-sponsor, partnership, corporation, affiliates thereof, or their successors in interest, including their chief executives, directors, key personnel (identified in the contract), proposed consultants or subcontractors, which are a party to a contract with the NRC.

Evaluation activities means any effort involving the appraisal of a technology, process, product, or policy.

Offeror or prospective contractor means any person, firm, unincorporated association, joint venture, co-sponsor, partnership, corporation, or their affiliates or successors in interest, including their chief executives, directors, key personnel, proposed consultants, or subcontractors, submitting a bid or proposal, solicited or unsolicited, to the NRC to obtain a contract.

Organizational conflicts of interest means that a relationship exists whereby a contractor or prospective contractor has present or planned interests related to the work to be performed under an NRC contract which:

(1) May diminish its capacity to give impartial, technically sound, objective assistance and advice, or may otherwise result in a biased work product; or

(2) May result in its being given an unfair competitive advantage.

Potential conflict of interest means that a factual situation exists that suggests that an actual conflict of interest may arise from award of a proposed contract. The term potential conflict of interest is used to signify those situations that--

(1) Merit investigation before contract award to ascertain whether award would give rise to an actual conflict; or

(2) Must be reported to the contracting officer for investigation if they arise during contract performance.

Research means any scientific or technical work involving theoretical analysis, exploration, or experimentation.

Subcontractor means any subcontractor of any tier who performs work under a contract with the NRC except subcontracts for supplies and subcontracts in amounts not exceeding the small purchase threshold.

Technical consulting and management support services means internal assistance to a component of the NRC in the formulation or administration of its programs, projects, or policies which normally require that the contractor be given access to proprietary information or to information that has not been made available to the public. These services typically include assistance in the preparation of program plans, preliminary designs, specifications, or statements of work.

§2009.570-3 Criteria for recognizing contractor organizational conflicts of interest.

(a) General.

(1) Two questions will be asked in determining whether actual or potential organizational conflicts of interest exist:

(i) Are there conflicting roles which might bias an offeror's or contractor's judgment in relation to its work for the NRC?

(ii) May the offeror or contractor be given an unfair competitive advantage based on the performance of the contract?

(2) NRC's ultimate determination that organizational conflicts of interest exist will be made in light of common sense and good business judgment based upon the relevant facts. While it is difficult to identify and to prescribe in advance a specific method for avoiding all of the various situations or relationships that might involve potential organizational conflicts of interest, NRC personnel will pay particular attention to proposed contractual requirements that call for the rendering of advice, consultation or evaluation activities, or similar activities that directly lay the groundwork for the NRC's decisions on regulatory activities, future procurements, and research programs. Any work performed at an applicant or licensee site will also be closely scrutinized by the NRC staff.

(b) Situations or relationships. The following situations or relationships may give rise to organizational conflicts of interest:

(1) The offeror or contractor shall disclose information, that may give rise to organizational conflicts of interest under the following circumstances. The information may include the scope of work or specification for the requirement, being performed, the period of performance, and the name and telephone number for a point of contact at the organization knowledgeable about the commercial contract.

(i) Where the offeror or contractor provides advice and recommendations to the NRC in the same technical area where it is also providing consulting assistance to any organization regulated by the NRC.

(ii) Where the offeror or contractor provides advice to the NRC on the same or similar matter on which it is also providing assistance to any organization regulated by the NRC.

(iii) Where the offeror or contractor evaluates its own products or services, or has been substantially involved in the development or marketing of the products or services of another entity.

(iv) Where the award of a contract would result in placing the offeror or contractor in a conflicting role in which its judgment may be biased in relation to its work for the NRC, or would result in an unfair competitive advantage for the offeror or contractor.

(v) Where the offeror or contractor solicits or performs work at an applicant or licensee site while performing work in the same technical area for the NRC at the same site.

(2) The contracting officer may request specific information from an offeror or contractor or may require special contract clauses such as provided in §2009.570-5(b) in the following circumstances:

(i) Where the offeror or contractor prepares specifications that are to be used in competitive procurements of products or services covered by the specifications.

(ii) Where the offeror or contractor prepares plans for specific approaches or methodologies that are to be incorporated into competitive procurements using the approaches or methodologies.

(iii) Where the offeror or contractor is granted access to information not available to the public concerning NRC plans, policies, or programs that could form the basis for a later procurement action.

(iv) Where the offeror or contractor is granted access to proprietary information of its competitors.

(v) Where the award of a contract might result in placing the offeror or contractor in a conflicting role in which its judgment may be biased in relation to its work for the NRC or might result in an unfair competitive advantage for the offeror or contractor.

(c) Policy application guidance. The following examples are illustrative only and are not intended to identify and resolve all contractor organizational conflict of interest situations.

(1) (i) Example. The ABC Corp., in response to a Request For Proposal (RFP), proposes to undertake certain analyses of a reactor component as called for in the RFP. The ABC Corp. is one of several companies considered to be technically well qualified. In response to the inquiry in the RFP, the ABC Corp. advises that it is currently performing similar analyses for the reactor manufacturer.

(ii) Guidance. An NRC contract for that particular work normally would not be awarded to the ABC Corp. because the company would be placed in a position in which its judgment could be biased in relationship to its work for the NRC. Because there are other well-qualified companies available, there would be no reason for considering a waiver of the policy.

(2) (i) Example. The ABC Corp., in response to an RFP, proposes to perform certain analyses of a reactor component that is unique to one type of advanced reactor. As is the case with other technically qualified companies responding to the RFP, the ABC Corp. is performing various projects for several different utility clients. None of the ABC Corp. projects have any relationship to the work called for in the RFP. Based on the NRC evaluation, the ABC Corp. is considered to be the best qualified company to perform the work outlined in the RFP.

(ii) Guidance. An NRC contract normally could be awarded to the ABC Corp. because no conflict of interest exists which

could motivate bias with respect to the work. An appropriate clause would be included in the contract to preclude the ABC Corp. from subsequently contracting for work with the private sector that could create a conflict during the performance of the NRC contract. For example, ABC Corp. would be precluded from the performance of similar work for the company developing the advanced reactor mentioned in the example.

(3) (i) Example. The ABC Corp., in response to a competitive RFP, submits a proposal to assist the NRC in revising NRC's guidance documents on the respiratory protection requirements of 10 CFR Part 20. ABC Corp. is the only firm determined to be technically acceptable. ABC Corp. has performed substantial work for regulated utilities in the past and is expected to continue similar efforts in the future. The work has and will cover the writing, implementation, and administration of compliance respiratory protection programs for nuclear power plants.

(ii) Guidance. This situation would place the firm in a role where its judgment could be biased in relationship to its work for the NRC. Because the nature of the required work is vitally important in terms of the NRC's responsibilities and no reasonable alternative exists, a waiver of the policy, in accordance with §2009.570-9 may be warranted. Any waiver must be fully documented in accordance with the waiver provisions of this policy with particular attention to the establishment of protective mechanisms to guard against bias.

(4) (i) Example. The ABC Corp. submits a proposal for a new system to evaluate a specific reactor component's performance for the purpose of developing standards that are important to the NRC program. The ABC Corp. has advised the NRC that it intends to sell the new system to industry once its practicability has been demonstrated. Other companies in this business are using older systems for evaluation of the specific reactor component.

(ii) Guidance. A contract could be awarded to the ABC Corp. if the contract stipulates that no information produced under the contract will be used in the contractor's private activities unless this information has been reported to the NRC. Data on how the reactor component performs, which is reported to the NRC by contractors, will normally be disseminated by the NRC to others to preclude an unfair competitive advantage. When the NRC furnishes information about the reactor component to the contractor for the performance of contracted work, the information may not be used in the contractor's private activities unless the information is generally available to others. Further, the contract will stipulate that the contractor will inform the NRC contracting officer of all situations in which the information, developed about the performance of the reactor component under the contract, is proposed to be used.

(5) (i) Example. The ABC Corp., in response to a RFP, proposes to assemble a map showing certain seismological features



of the Appalachian fold belt. In accordance with the representation in the RFP and §2009.570-3(b)(1)(i), ABC Corp. informs the NRC that it is presently doing seismological studies for several utilities in the eastern United States, but none of the sites are within the geographic area contemplated by the NRC study.

(ii) Guidance. The contracting officer would normally conclude that award of a contract would not place ABC Corp. in a conflicting role where its judgment might be biased. Section 2052.209-73(c) Work for Others, would preclude ABC Corp. from accepting work which could create a conflict of interest during the term of the NRC contract.

(6) (i) Example. AD Division of ABC Corp., in response to a RFP, submits a proposal to assist the NRC in the safety and environmental review of applications for licenses for the construction, operation, and decommissioning of fuel cycle facilities. ABC Corp. is divided into two separate and distinct divisions, AD and BC. The BC Division performs the same or similar services for industry. The BC Division is currently providing the same or similar services required under the NRC's contract for an applicant or licensee.

(ii) Guidance. An NRC contract for that particular work would not be awarded to the ABC Corp. The AD Division could be placed in a position to pass judgment on work performed by the BC Division, which could bias its work for NRC. Further, the Conflict of Interest provisions apply to ABC Corp. and not to separate or distinct divisions within the company. If no reasonable alternative exists, a waiver of the policy could be sought in accordance with §2009.570-9.

7(i) EXAMPLE The ABC Corp. completes an analysis for NRC of steam generator tube leaks at one of a utility's six sites. Three months later, ABC Corp. is asked by this utility to perform the same analysis at another of its sites.

(ii) GUIDANCE §2052.290-73(c)(3) would prohibit the contractor from beginning this work for the utility until one year after completion of the NRC work at the first site.

8(i) EXAMPLE ABC Corp. is assisting NRC in a major on-site analysis of a utility's redesign of the common areas between its twin reactors. The contract is for two years with an estimated value of \$5 million. Near the completion of the NRC work, ABC Corp. requests authority to solicit for a \$100K contract with the same utility to transport spent fuel to a disposal site. ABC Corp. is performing no other work for the utility.

(ii) GUIDANCE The Contracting Officer, would allow the contractor to proceed with the solicitation because A) it is not in the same technical area as the NRC work and B) the potential for technical bias by the contractor because of financial ties to

the utility is slight due to the relative value of the two contracts.

9(i) EXAMPLE The ABC Corp. is constructing a turbine building and installing new turbines at a reactor site. The contract with the utility is for five years and has a total value of \$100 million. ABC Corp. has responded to an NRC Request For Proposal requiring the contractor to participate in a major team inspection unrelated to the turbine work at the same site. The estimated value of the contract is \$75K.

(ii) GUIDANCE An NRC contract would not normally be awarded to ABC Corp. since these factors create the potential for financial loyalty to the utility that may bias the technical judgment of the contractor.

(d) Other considerations.

(1) The fact that the NRC can identify and later avoid, eliminate, or neutralize any potential organizational conflicts arising from the performance of a contract is not relevant to a determination of the existence of conflicts prior to the award of a contract.

(2) It is not relevant that the contractor has the professional reputation of being able to resist temptations which arise from organizational conflicts of interest, or that a follow-on procurement is not involved, or that a contract is awarded on a competitive or a sole source basis.

§2009.570-4 Representation.

(a) The following procedures are designed to assist the NRC contracting officer in determining whether situations or relationships exist which may constitute organizational conflicts of interest with respect to a particular offeror or contractor. The procedures apply to small purchases meeting the criteria stated in the following paragraph (b) of this section.

(b) The organizational conflicts of interest representation provision at §2052.209-72 must be included in solicitations and unsolicited proposals, (including those for task orders and modifications for new work) for:

- (1) Evaluation services or activities;
- (2) Technical consulting and management support services;
- (3) Research; and

(4) Other contractual situations where special organizational conflicts of interest provisions are noted in the solicitation and would be included in the resulting contract. This representation requirement also applies to all modifications for additional effort under the contract except those issued under the "Changes" clause. Where, however, a statement of the type required by the organizational conflicts of interest representation provisions has previously been submitted with regard to the contract being modified, only an updating of the statement is required.

(c) The offeror may, because of actual or potential organizational conflicts of interest, propose to exclude specific kinds of work contained in a RFP unless the RFP specifically prohibits the exclusion. Any such proposed exclusion by an offeror will be considered by the NRC in the evaluation of proposals. If the NRC considers the proposed excluded work to be an essential or integral part of the required work and its exclusion would be to the detriment of the competitive posture of the other offerors, the NRC shall reject the proposal as unacceptable.

(d) The offeror's failure to execute the representation required by paragraph (b) of this section with respect to an invitation for bids is considered to be a minor informality. The offeror will be permitted to correct the omission.

#### §2009.570-5 Contract clauses.

(a) General contract clause. All contracts and small purchases of the types set forth in §2009.570-4(b) must include the clause entitled, "Contractor Organizational Conflicts of Interest," set forth in §2052.209-73.

(b) Other special contract clauses. If it is determined from the nature of the proposed contract that an organizational conflict of interest exists, the contracting officer may determine that the conflict can be avoided, or, after obtaining a waiver in accordance with §2009.570-9, neutralized through the use of an appropriate special contract clause. If appropriate, the offeror may negotiate the terms and conditions of these clauses, including the extent and time period of any restriction. These clauses include but are not limited to:

(1) Hardware exclusion clauses which prohibit the acceptance of production contracts following a related non-production contract previously performed by the contractor;

(2) Software exclusion clauses;

(3) Clauses which require the contractor (and certain of its key personnel) to avoid certain organizational conflicts of interest; and

(4) Clauses which provide for protection of confidential data and guard against its unauthorized use.

#### §2009.570-6 Evaluation, findings, and contract award.

The contracting officer shall evaluate all relevant facts submitted by an offeror and other relevant information. After evaluating this information against the criteria of §2009.570-3, the contracting officer shall make a finding of whether organizational conflicts of interest exist with respect to a particular offeror. If it has been determined that real or potential conflicts of interest exist, the contracting officer shall:

(a) Disqualify the offeror from award;

(b) Avoid or eliminate such conflicts by appropriate measures; or

(c) Award the contract under the waiver provision of §2009.570-9.

#### §2009.570-7 Conflicts identified after award.

If potential organizational conflicts of interest are identified after award with respect to a particular contractor, and the contracting officer determines that conflicts do exist and that it would not be in the best interest of the Government to terminate the contract, as provided in the clauses required by §2009.570-5, the contracting officer shall take every reasonable action to avoid, eliminate, or, after obtaining a waiver in accordance with §2009.570-9, neutralize the effects of the identified conflict.

#### §2009.570-8 Subcontracts.

The contracting officer shall require offerors and contractors to submit a representation statement from all subcontractors (other than a supply subcontractor) and consultants performing services in excess of \$10,000 in accordance with §2009.570-4(b). The contracting officer shall require the contractor to include contract clauses in accordance with §2009.570-5 in consultant agreements or subcontracts involving performance of work under a prime contract.

#### §2009.570-9 Waiver.

(a) The contracting officer determines the need to seek a waiver for specific contract awards, with the advice and concurrence of the program office director and legal counsel. Upon the recommendation of the Procurement Executive, and after consultation with legal counsel, the Executive Director for Operations may waive the policy in specific cases if he determines that it is in the best interest of the United States to do so.

(b) Waiver action is strictly limited to those situations in which:

(1) The work to be performed under contract is vital to the NRC program.

(2) The work cannot be satisfactorily performed except by a contractor whose interests give rise to a question of conflict of interest.

(3) Contractual and/or technical review and surveillance methods can be employed by the NRC to neutralize the conflict.

(c) For any waivers, the justification and approval documents must be placed in the NRC Public Document Room, 2120 L Street, NW. (Lower Level), Washington, DC.

#### §2009.570-10 Remedies.

In addition to other remedies permitted by law or contract for a breach of the restrictions in this subpart or for any intentional misrepresentation or intentional nondisclosure of any relevant interest required to be provided for this section, the NRC may debar the contractor from subsequent NRC contracts.

### CONTRACTOR SPENDING PLAN - INSTRUCTIONS

The Contractor Spending Plan (CSP) is an important tool for projecting and tracking contract costs and progress each task under the contract.

#### Applicability

The Nuclear Regulatory Commission (NRC) requires that the CSP be completed for cost reimbursement contracts when the award amount is expected to exceed \$100,000 and the period of performance is expected to exceed 6 months. For task order type contracts, a CSP is required when an individual cost reimbursement task order is expected to exceed the above thresholds. When a contract or task order modification increases the contract or task order amount of a cost reimbursement contract or task order to over \$100,000 and the period of performance from the effective date of the modification to the contract or task order expiration exceeds 6 months, a CSP is required for all contract work to be performed after the effective date of the modification.

#### Submission

1. A CSP is required:
  - a. as part of the cost proposal for a cost reimbursement contract or individual task order, or modification to a contract or task order which meets the above thresholds;
  - b. as part of the Best and Final Offer (if requested) as a result of negotiations;
2. Updated CSP information is required on a monthly basis or as approved by the CO as part of the "Financial Status Report" (Ref: Section F.3, "Financial Status Report").

#### Format

The attached CSP sample format may be duplicated and used by the Contractor, or modified to permit more accurate reporting or to meet other needs of the contractor. For instance, the sample format provides spaces to report projected costs for 12 months, but the contractor may wish to alter the sample format for shorter or longer contract/task order periods. The contractor may also wish to alter the sample format for ease of typing or automated production. So long as complete information is provided on actual and projected costs or accomplishments, changes to the format to improve relevance to the circumstances are encouraged.

It is up to the discretion of the offeror to determine the appropriate level of cost detail to be presented based on the complexity of the effort. This plan reflects only the minimum requirements for submission of cost details which will be considered for completeness, reasonableness, and as a measure of effective management of the effort. The Contracting Officer reserves the right to request additional cost information, if deemed necessary.



Hummer Associates

Nuclear Regulatory Commission

*New Cost Spending Plan -*

## COST SPENDING PLAN:

|                          | 1994<br>October | November | December | 1995<br>January | February | March  | April  |
|--------------------------|-----------------|----------|----------|-----------------|----------|--------|--------|
| DIRECT LABOR:            |                 |          |          |                 |          |        |        |
| Medical Director         | 9,808           | 9,808    | 9,808    | 9,808           | 9,808    | 9,808  | 9,808  |
| Chief Nurse              | 3,269           | 3,269    | 3,269    | 3,269           | 3,269    | 3,269  | 3,269  |
| Staff Nurse              | 0               | 0        | 0        | 0               | 2,942    | 2,942  | 2,942  |
| Medical Secretary        | 0               | 0        | 0        | 0               | 2,043    | 2,043  | 2,043  |
| TOTAL                    | 13,077          | 13,077   | 13,077   | 13,077          | 18,063   | 18,063 | 18,063 |
| FRINGE BENEFITS          | 4,315           | 4,315    | 4,315    | 4,315           | 5,981    | 5,981  | 5,981  |
| SUBTOTAL                 | 17,392          | 17,392   | 17,392   | 17,392          | 24,023   | 24,023 | 24,023 |
| G&A/OVERHEAD             | 2,435           | 2,435    | 2,435    | 2,435           | 3,363    | 3,363  | 3,363  |
| OTHER DIRECT COSTS:      |                 |          |          |                 |          |        |        |
| Medical Consultants      | 1,183           | 1,183    | 1,183    | 1,183           | 1,183    | 1,183  | 1,183  |
| Radiology Services       | 88              | 88       | 88       | 88              | 88       | 88     | 88     |
| Laboratory Services      | 1,862           | 1,862    | 1,862    | 1,862           | 1,862    | 1,862  | 1,862  |
| Supplies                 | 1,833           | 1,833    | 1,833    | 1,833           | 1,833    | 1,833  | 1,833  |
| Equipment Maintenance    | 250             | 250      | 250      | 250             | 250      | 250    | 250    |
| Laundry                  | 108             | 108      | 108      | 108             | 108      | 108    | 108    |
| Malpractice Insurance    | 558             | 558      | 558      | 558             | 558      | 558    | 558    |
| Training Courses         | 0               | 0        | 0        | 0               | 0        | 0      | 0      |
| Travel & Subsistence     | 0               | 0        | 0        | 0               | 0        | 0      | 0      |
| Dress & Licenses         | 0               | 0        | 0        | 0               | 0        | 0      | 0      |
| Uniform Allowance        | 0               | 0        | 0        | 0               | 0        | 0      | 0      |
| Equipment Replacement    | 20,833          | 20,833   | 20,833   | 187,500         | 0        | 0      | 0      |
| TOTAL OTHER DIRECT COSTS | 26,716          | 26,716   | 26,716   | 193,383         | 5,883    | 5,883  | 5,883  |
| TOTAL ESTIMATED COST     | 46,643          | 46,643   | 46,643   | 213,210         | 33,269   | 33,269 | 33,269 |
| FIXED FEE                | 991             | 991      | 991      | 991             | 1,368    | 1,368  | 1,368  |
| TOTAL COST               | 47,535          | 47,535   | 47,535   | 214,201         | 34,638   | 34,638 | 34,638 |

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Hummer Associates

Nuclear Regulatory Commission

## COST SPENDING PLAN:

|                          | May    | June   | July   | August | September | October | November |
|--------------------------|--------|--------|--------|--------|-----------|---------|----------|
| DIRECT LABOR:            |        |        |        |        |           |         |          |
| Medical Director         | 9,808  | 9,808  | 9,808  | 9,808  | 9,808     | 10,151  | 10,151   |
| Chief Nurse              | 3,269  | 3,269  | 3,269  | 3,269  | 3,269     | 3,384   | 3,384    |
| Staff Nurse              | 2,942  | 2,942  | 2,942  | 2,942  | 2,942     | 3,045   | 3,045    |
| Medical Secretary        | 2,043  | 2,043  | 2,043  | 2,043  | 2,043     | 2,115   | 2,115    |
| TOTAL                    | 18,063 | 18,063 | 18,063 | 18,063 | 18,063    | 18,595  | 18,595   |
| FRINGE BENEFITS          | 5,961  | 5,961  | 5,961  | 5,961  | 5,961     | 6,169   | 6,169    |
| SUBTOTAL                 | 24,023 | 24,023 | 24,023 | 24,023 | 24,023    | 24,864  | 24,864   |
| G&A/OVERHEAD             | 3,363  | 3,363  | 3,363  | 3,363  | 3,363     | 3,481   | 3,481    |
| OTHER DIRECT COSTS:      |        |        |        |        |           |         |          |
| Medical Consultants      | 1,183  | 1,183  | 1,183  | 1,183  | 1,183     | 1,225   | 1,226    |
| Radiology Services       | 88     | 88     | 88     | 88     | 88        | 91      | 91       |
| Laboratory Services      | 1,862  | 1,862  | 1,862  | 1,862  | 1,862     | 1,927   | 1,927    |
| Supplies                 | 1,833  | 1,833  | 1,833  | 1,833  | 1,833     | 1,231   | 1,231    |
| Equipment Maintenance    | 250    | 250    | 250    | 250    | 250       | 259     | 259      |
| Laundry                  | 108    | 108    | 108    | 108    | 108       | 112     | 112      |
| Malpractice Insurance    | 558    | 558    | 558    | 558    | 558       | 736     | 736      |
| Training Courses         | 0      | 0      | 0      | 0      | 0         | 0       | 0        |
| Travel & Subsistence     | 0      | 0      | 0      | 0      | 0         | 0       | 0        |
| Dues & Licenses          | 0      | 0      | 0      | 0      | 0         | 0       | 0        |
| Uniform Allowance        | 0      | 0      | 0      | 0      | 0         | 0       | 0        |
| Equipment Replacement    | 0      | 0      | 0      | 0      | 0         | 0       | 0        |
| TOTAL OTHER DIRECT COSTS | 5,883  | 5,883  | 5,883  | 5,883  | 5,883     | 5,580   | 5,580    |
| TOTAL ESTIMATED COST     | 33,289 | 33,269 | 33,269 | 33,269 | 33,269    | 33,925  | 33,925   |
| FIXED FEE                | 1,369  | 1,369  | 1,369  | 1,369  | 1,369     | 1,417   | 1,417    |
| TOTAL COST               | 34,638 | 34,638 | 34,638 | 34,638 | 34,638    | 35,342  | 35,342   |

"Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal or quotation."

# CONTRACTOR SPENDING PLAN (CSP)

(to be completed as a part of the Offeror's Cost Proposal for each cost reimbursement contract or individual task order or for any contract or task order modification which exceeds \$100,000 and has a performance period exceeding 6 months)

Citation No. \_\_\_\_\_ Performance Period: from \_\_\_\_/\_\_\_\_/\_\_\_\_ to \_\_\_\_/\_\_\_\_/\_\_\_\_  
 Contract No. \_\_\_\_\_

Order No. \_\_\_\_\_  
 Modification No. \_\_\_\_\_  
 Offeror/Contractor Name: \_\_\_\_\_

Total Estimated Costs (including fixed fee, if any) of the Proposed Contract/Task Order/Modification (to a contract or task order) at the time of proposal submission.  
 Does not include options.

\$ \_\_\_\_\_

Provide cost details by month for the total contract/task order/or task order modification

| Elements   | 1st Month | 2nd Month | 3rd Month | 4th Month | 5th Month | 6th Month |
|--|-----------|-----------|-----------|-----------|-----------|-----------|
| Direct Costs                                     | \$ _____  | \$ _____  | \$ _____  | \$ _____  | \$ _____  | \$ _____  |
| Indirect Costs                                   | \$ _____  | \$ _____  | \$ _____  | \$ _____  | \$ _____  | \$ _____  |
| Total Estimated Costs including fixed fee if any | \$ _____  | \$ _____  | \$ _____  | \$ _____  | \$ _____  | \$ _____  |
| Fixed Fee  | _____ %   | _____ %   | _____ %   | _____ %   | _____ %   | _____ %   |

| Elements   | 7th Month | 8th Month | 9th Month | 10th Month | 11th Month | 12th Month |
|--|-----------|-----------|-----------|------------|------------|------------|
| Direct Costs                                     | \$ _____  | \$ _____  | \$ _____  | \$ _____   | \$ _____   | \$ _____   |
| Indirect Costs                                   | \$ _____  | \$ _____  | \$ _____  | \$ _____   | \$ _____   | \$ _____   |
| Total Estimated Costs including fixed fee if any | \$ _____  | \$ _____  | \$ _____  | \$ _____   | \$ _____   | \$ _____   |
| Fixed Fee  | _____ %   | _____ %   | _____ %   | _____ %    | _____ %    | _____ %    |

## NRC EMPLOYEE HEALTH CARE CENTER

## Equipment Inventory

| <u>Quantity</u> | <u>Description</u>                               | <u>Acq Date</u> |
|-----------------|--|-----------------|
| 1               | Omniclave autoclave                              | 1985            |
| 2               | Sphygmomanometer                                 |                 |
| 1               | Wall sphygmomanometer                            |                 |
| 1               | Sigmoidofiberscope (Pentex)                      |                 |
| 1               | Computed ECG terminal                            |                 |
| 1               | Titmus II-S vision tester                        |                 |
| 1               | Puff tonometry ophthalmic instrument             |                 |
| 1               | Tracor RA400 microprocessor audiometer           | 1984            |
| 1               | Oscar II acoustic ear                            | 1986            |
| 1               | Vanguard spirometer                              | 1980            |
| 3               | Magnifying lamp, ext. arm, with stand            |                 |
| 1               | Examining light, ext. arm, with stand            | 1988            |
| 2               | Lamps, regular                                   |                 |
| 1               | Electric bed, mattress & full side rails         | 1988            |
| 1               | Borg-Warner bed                                  | 1980            |
| 2               | Examining table, adjust. top/seat/stirrups       | 1988            |
| 1               | Optic 2000-PI vision tester                      | 1988            |
| 2               | Gomco Model 400 surgical suction, with stand     | 1988            |
| 2               | Welch Allyn otoscope & ophthalmoscope, wall      | 1988            |
| 2               | Otoscope and ophthalmoscope, hand-held           |                 |
| 2               | Hydrocolator, with wall-mounted towel rack       |                 |
| 1               | Percussion hammer                                | 1988            |
| 1               | Tuning fork                                      | 1988            |
| 1               | Nasal speculum                                   | 1988            |
| 1               | Pinwheel   | 1988            |
| 2               | Glucometer II blood glucose monitor              | 1988            |
| 2               | Exactech glucose monitor                         | 1993            |
| 1               | Pelton-Crane sterilizer                          | 1992            |
| 4               | Oxygen canisters                                 |                 |
| 1               | Complete emergency box                           |                 |
| 2               | Wheelchair                                       | 1988            |
| 2               | Refrigerator                                     | 1988            |
| 1               | High blood pressure management system (Vasoplex) |                 |