

ORDER FOR SUPPLIES OR SERVICES

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

1. DATE OF ORDER 09/28/2021	2. CONTRACT NO. (If any) GS03F047CA	6. SHIP TO: a. NAME OF CONSIGNEE NUCLEAR REGULATORY COMMISSION		
3. ORDER NO. 31310021F0153	4. REQUISITION/REFERENCE NO. OCHCO-21-0114	b. STREET ADDRESS NUCLEAR REGULATORY COMMISSION		
5. ISSUING OFFICE (Address correspondence to) US NRC - HQ ACQUISITION MANAGEMENT DIVISION MAIL STOP TWFN-07B20M WASHINGTON DC 20555-0001		c. CITY WASHINGTON	d. STATE DC	e. ZIP CODE 20555-0001
7. TO: YVAN MIKLIN a. NAME OF CONTRACTOR AQUILA FITNESS CONSULTING SYSTEMS LTD b. COMPANY NAME		f. SHIP VIA		
c. STREET ADDRESS 1221 BRICKELL AVE STE 1060		8. TYPE OF ORDER <input type="checkbox"/> a. PURCHASE <input checked="" type="checkbox"/> b. DELIVERY		
d. CITY MIAMI	e. STATE FL	f. ZIP CODE 331313258	REFERENCE YOUR: Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any including delivery as indicated. Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.	
9. ACCOUNTING AND APPROPRIATION DATA See Schedule		10. REQUISITION NG OFFICE OFFICE OF THE CHIEF OF HUMAN		

11. BUSINESS CLASSIFICATION (Check appropriate box(es)) <input checked="" type="checkbox"/> a. SMALL <input type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> d. WOMEN-OWNED <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. SERVICE-DISABLED VETERAN-OWNED <input type="checkbox"/> g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM <input type="checkbox"/> h. EDWOSB				12. F.O.B. POINT
13. PLACE OF a. INSPECTION Destination		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)
b. ACCEPTANCE Destination				16. DISCOUNT TERMS 30

7 SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	The U S Nuclear Regulatory Commission is awarding an order for Employee Fitness Center Program in accordance with the requirements set forth in the statement of work and terms and conditions Accounting Info: Continued					

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT	19. GROSS SHIPPING WEIGHT	20. INVOICE NO.	\$0.00	17(h) TOTAL (Cont. pages)
	21. MAIL INVOICE TO: a. NAME				
	b. STREET ADDRESS (or P.O. Box)			\$1,564,570.00	17(i) GRAND TOTAL
	c. CITY	d. STATE	e. ZIP CODE		

22. UNITED STATES OF AMERICA BY (Signature) 	09/28/2021	23. NAME (Typed) JEFFREY R. MITCHELL TITLE: CONTRACTING/ORDER NG OFFICER
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ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION

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

DATE OF ORDER 09/28/2021	CONTRACT NO. GS03F047CA	ORDER NO. 31310021F0153
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ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	2021-X0200-FEEBASED-84-84D099-1141-51-H-200- 252A-51-H-200-1141 Period of Performance: 11/08/2021 to 11/07/2022					

TOTAL CARR ED FORWARD TO 1ST PAGE (ITEM 17(H))

\$0.00

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B - Continuation Pages

B.1 NRC SPECIFIC INFORMATION

CONTRACTOR ACCEPTANCE OF ORDER GS03F047CA_31310021F0153

Acceptance should be made by having an official, authorized to bind your organization.

_____ Name

_____ Title

_____ Date

B.2 BRIEF PROJECT TITLE AND WORK DESCRIPTION

(a) The title of this project is: U.S. Nuclear Regulatory Commission (NRC) Employee Fitness Center Program

(b) Summary work description:
The contractor shall provide the necessary personnel, equipment for contractor staff, supplies, supervision, and non-personal services necessary to operate and maintain an onsite fitness center at NRC Headquarters in Rockville, Maryland, in support of the overall NRC’s Employee Wellness Program.

B.3 CONSIDERATION AND OBLIGATION-TIME-AND-MATERIALS CONTRACT

(a) The ceiling price to the Government for full performance under this contract is \$ [REDACTED].

(b) The contract includes: (1) direct labor hours at specified fixed hourly rates, inclusive of wages, fringe, overhead, general and administrative expenses, and profit, totaling \$ [REDACTED]; and (2) cost of materials totaling \$ [REDACTED].

(c) The amount presently obligated by the Government with respect to this contract is \$ [REDACTED].

(d) It is estimated that the amount currently obligated will cover performance through January 2022.

(e) This is an incrementally-funded contract and FAR 52.232-22 – “Limitation of Funds” applies.

B.4 PRICE/COST SCHEDULE

BASE YEAR 11/08/2021 – 11/07/2022					
CLIN	DESCRIPTION	ESTIMATED QUANTITY	UNIT	FIXED UNIT PRICE/RATE	ESTIMATED TOTAL PRICE
0001	Director (Key Personnel)	2000	HRS	\$ [REDACTED]	\$ [REDACTED]
0002	Associate	2000	HRS	\$ [REDACTED]	[REDACTED]

	Director				
0003	Fitness Specialist	2000	HRS	\$ [REDACTED]	[REDACTED]
0004	Fitness Specialist	2000	HRS	\$ [REDACTED]	[REDACTED]
0005	Part Time Fitness Specialist	1000	HRS	[REDACTED]	[REDACTED]
0006a	Specialty Class*	150	PER CLASS	[REDACTED]	[REDACTED]
0006b	Specialty Class (etc.) *	150	PER CLASS	[REDACTED]	[REDACTED]
0007	Repair, Maintenance and Replacement of Equipment. (Cost Reimbursable)	1	NTE	\$ [REDACTED]	[REDACTED]
Total Estimated Cost					[REDACTED]

*Quoter is permitted to propose multiple specialty classes. However, that specific class shall be identified. To be fulfilled with an outsourced instructor.

OPTION YEAR 1 11/08/2022 – 11/07/2023					
CLIN	DESCRIPTION	ESTIMATED QUANTITY	UNIT	FIXED UNIT PRICE/RATE	ESTIMATED TOTAL PRICE
1001	Director (Key Personnel)	2000	HRS	[REDACTED]	[REDACTED]
1002	Associate Director	2000	HRS	[REDACTED]	[REDACTED]
1003	Fitness Specialist	2000	HRS	[REDACTED]	[REDACTED]
1004	Fitness Specialist	2000	HRS	[REDACTED]	[REDACTED]
1005	Part Time Fitness Specialist	1000	HRS	[REDACTED]	[REDACTED]
1006a	Specialty Class*	150	PER CLASS	[REDACTED]	[REDACTED]
1006b	Specialty Class (etc.)*	150	PER CLASS	[REDACTED]	[REDACTED]
1007	Repair, Maintenance	1	NTE	[REDACTED]	[REDACTED]

	and Replacement of Equipment. (Cost Reimbursable)				
Total Estimated Cost					\$ [REDACTED]

*Quoter is permitted to propose multiple specialty classes. However, that specific class shall be identified. To be fulfilled with an outsourced instructor.

OPTION YEAR 2 11/08/2023 – 11/07/2024					
CLIN	DESCRIPTION	ESTIMATED QUANTITY	UNIT	FIXED UNIT PRICE/RATE	ESTIMATED TOTAL PRICE
2001	Director (Key Personnel)	2000	HRS	[REDACTED]	[REDACTED]
2002	Associate Director	2000	HRS	[REDACTED]	[REDACTED]
2003	Fitness Specialist	2000	HRS	[REDACTED]	[REDACTED]
2004	Fitness Specialist	2000	HRS	[REDACTED]	[REDACTED]
2005	Part Time Fitness Specialist	1000	HRS	[REDACTED]	[REDACTED]
2006a	Specialty Class*	150	PER CLASS	\$ [REDACTED]	[REDACTED]
2006b	Specialty Class (etc.)*	150	PER CLASS	[REDACTED]	[REDACTED]
2007	Repair, Maintenance and Replacement of Equipment. (Cost Reimbursable)	1	NTE	[REDACTED]	[REDACTED]
Total Estimated Cost					[REDACTED]

*Quoter is permitted to propose multiple specialty classes. However, that specific class shall be identified. To be fulfilled with an outsourced instructor.

OPTION YEAR 3 11/08/2024 – 11/07/2025					
CLIN	DESCRIPTION	ESTIMATED QUANTITY	UNIT	FIXED UNIT PRICE/RATE	ESTIMATED TOTAL PRICE

3001	Director (Key Personnel)	2000	HRS	\$ [REDACTED]	[REDACTED]
3002	Associate Director	2000	HRS	[REDACTED]	[REDACTED]
3003	Fitness Specialist	2000	HRS	[REDACTED]	[REDACTED]
3004	Fitness Specialist	2000	HRS	[REDACTED]	[REDACTED]
3005	Part Time Fitness Specialist	1000	HRS	[REDACTED]	[REDACTED]
3006a	Specialty Class*	150	PER CLASS	[REDACTED]	[REDACTED]
3006b	Specialty Class (etc.)*	150	PER CLASS	[REDACTED]	[REDACTED]
3007	Repair, Maintenance and Replacement of Equipment. (Cost Reimbursable)	1	NTE	[REDACTED]	[REDACTED]
Total Estimated Cost					[REDACTED]

* Quoter is permitted to propose multiple specialty classes. However, that specific class shall be identified. To be fulfilled with an outsourced instructor.

OPTION YEAR 4 11/08/2025 – 11/07/2026					
CLIN	DESCRIPTION	ESTIMATED QUANTITY	UNIT	FIXED UNIT PRICE/RATE	ESTIMATED TOTAL PRICE
4001	Director (Key Personnel)	2000	HRS	[REDACTED]	[REDACTED]
4002	Associate Director	2000	HRS	[REDACTED]	[REDACTED]
4003	Fitness Specialist	2000	HRS	[REDACTED]	[REDACTED]
4004	Fitness Specialist	2000	HRS	[REDACTED]	[REDACTED]
4005	Part Time Fitness Specialist	1000	HRS	\$ [REDACTED]	[REDACTED]
4006a	Specialty Class*	150	PER CLASS	[REDACTED]	[REDACTED]
4006b	Specialty Class (etc.)*	150	PER CLASS	\$ [REDACTED]	[REDACTED]

4007	Repair, Maintenance and Replacement of Equipment. (Cost Reimbursable)	1	NTE		
Total Estimated Cost					\$

* Quoter is permitted to propose multiple specialty classes. However, that specific class shall be identified. To be fulfilled with an outsourced instructor.

Total Estimated Cost (including all Options): \$1,564,570.00

B.5 STATEMENT OF WORK

PERFORMANCE WORK STATEMENT

1. Title of Project

Nuclear Regulatory Commission Employee Fitness Center Program.

2. Background

Federal agencies may establish and operate physical fitness programs and facilities designed to promote and maintain employee health. The Nuclear Regulatory Commission (NRC) has established a physical fitness program as part of its Employee Wellness Program. The Fitness Program is an integral part of the NRC’s Employee Wellness Program, which also includes the operation of NRC’s on-site Health Center at Headquarters (HQ); the operation of the agency-wide Occupational Safety and Health Program; the operation of the Agency-wide Ergonomics Program; and the operation of the Automated External Defibrillator Program.

3. Objective

The objective of this contract is to provide fitness services at the NRC White Flint Complex. The contractor shall provide the necessary personnel, equipment for contractor staff, supplies, supervision, and non-personal services necessary to operate and maintain an onsite fitness center at the NRC White Flint Complex in support of the overall NRC’s Employee Wellness Program.

4. Scope of Work

The contractor shall administer and manage the NRC Fitness Center (Fitness Center), complying with applicable regulations, rules and policies and providing efficient and effective liaison with the NRC Fitness Program Manager/Contracting Officer’s Representative (COR) and Contracting Officer (CO).
 Under 5 U.S.C. §7901, Federal agencies may establish and operate physical fitness programs and facilities designed to promote and maintain employee health (see <https://www.opm.gov/policy-data-oversight/worklife/reference-materials/employee-health-services-handbook/#url=Chapter-2>).

The objective of the NRC's Fitness Center Program is to provide NRC employees with a fitness

strategy to enhance job performance, decrease absenteeism, and prepare employees to meet the physical requirements of specified positions.

There is currently at least one Federal agency co-tenant in the White Flint Complex interested in the use of the NRC Fitness Center.

All Federal agency co-tenants of the White Flint Complex that express interest in the use of the NRC fitness center for their federal employees shall enter into an Inter-Agency Agreement with NRC prior to those employees accessing the fitness center. NRC will provide the contractor with advance notification of co-tenant agencies that have entered into agreement with NRC and may use the NRC Fitness Center. Federal contractor employees are not permitted to use the NRC Fitness Center.

5. Services

5.1 TASK 1 - OPERATION OF THE NRC FITNESS CENTER

The contractor shall operate and manage the Fitness Center in conformance with the standards outlined in this Performance Work Statement.

The contractor shall provide a fitness program to participants with guidance and assistance that shall include monitoring and observing the participants during their exercise routines.

The contractor shall ensure that there is on-site staff available to provide all the required services during the official hours of operation listed below.

The contractor shall comply with all applicable Federal, State, and Local regulations governing the operations of a fitness center facility and contractor personnel conduct; However, Federal law/regulations/executive orders/requirements will preempt State or Local law/regulations/executive orders/requirements, and in the even there is a conflict between State and Local laws/regulations/requirements the State law/regulations/executive orders/requirements will prevail. If there are specific State or Local requirements, All on-site managers and staff selected to work in the Fitness Center shall possess the required professional certifications and shall be certified in basic first aid, cardiopulmonary resuscitation (CPR). For the purpose of protecting the health of the gym users, all on-site managers and staff selected to work in the Fitness Center shall obtain attestation of COVID -19 vaccination status from contractor employees and disclose employee COVID-19 vaccination status to the COR, the CO and DFS, as a pre-requisite for being able to enter the NRC. The Contractor is responsible for bearing the cost of and ensuring contractor staff compliance with NRC Safer Workplace safety protocols, to include provision of the COVID-19 vaccination attestation, COVID-19 masking requirements and COVID-19 testing requirements for fitness center staff in accordance with NRC COVID-19 Workplace Safety Implementation Plan and NRC Safer Workplace Safety Protocol Announcements that are located at COVID -19 Selected Announcements page. NRC Safer Workplace Safety Protocol Announcements can be found at COVID -19 Selected Announcements page at: <https://usnrc.sharepoint.com/teams/COVID-19Information2/SitePages/NRC-Announcements.aspx>

Non-Personal Services

It is expressly agreed and understood that this is a non-personal services contract as defined in Federal Acquisition Regulation 37.101, under which the services performed by the contractor

are rendered in its capacity as an independent contractor. The Government will evaluate the quality of the service provided but retains no control over the contractor's employees or agents.

(1) Description of Facility: The Fitness Center contains a total of 7,521 square feet of space, which includes the following:

Main Fitness Area	(SF)
Reception Area/Waiting/Corridor	786
Closets	19
Testing Room	83
Managers Office	126
Weight Room	1,008
Strength/Stretching Area	503
Cardiovascular Area	1,594
Men's Locker Room	728
Women's Locker Room	750
Mechanical Room	275
Subtotal	5,872
Group Exercise Area	(SF)
Group-EX	1,479
AV Closet	21
Storage Area	85
Testing Room	64
Subtotal	1,649

The main fitness area is adjacent to the group exercise area. Members are required to exit the main fitness area and enter through another key card door to access the group exercise area.

Only the Fitness Center staff and NRC security personnel (to respond to emergencies) shall have access to open the group exercise area door. Fitness Center staff shall only provide access to the group exercise area once they have confirmed the employee is a Fitness Center member through the Member Check-in verification scanner, which is done at the Reception Area of the main fitness area. Each locker room contains showers, toilet facilities, wash basins, lockers, benches, mirrors, hair dryers, and electrical outlets. Both locker rooms are accessible from the main fitness area.

Hours of Operation:

The contractor shall provide on-site staff during the official hours of operation, 5:45 a.m. to 8:00 p.m., Monday through Friday, except in the following circumstances: 1) Federal holidays or when Government offices are closed by the Office of Personnel Management because of inclement weather, potentially hazardous conditions, or other special circumstances, 2) Early dismissal of NRC staff by the NRC Chairman prior to a holiday, and 3) Presidential Executive Orders related to a granted holiday or early closure of Federal offices. Early departure of fitness center employees must be documented by the Fitness Center director as there is no payment

for the hours missed.

Staffing Requirements:

The Director or Associate Director and one fitness specialist shall be present in the Fitness Center, during all hours of operation. The duty hours for the Director and the Associate Director shall be one with the duty hours of 5:45 a.m. to 2:15 p.m. (with a half hour lunch break) and the other with duty hours of 11:30 a.m. to 8:00 p.m. (with a half hour lunch break). The two Fitness Specialist will each also work one of the following shifts: 5:45 a.m. to 2:15 p.m. or 11:30 a.m. to 8:00 p.m. (with a half hour lunch break). A Fitness Specialist may be substituted during the absence of the Director or Associate Director with prior approval from the COR (i.e. in the case of leave or vacation). A part time Fitness Specialist shall be appropriately scheduled to ensure proper monitoring of the separate group exercise area when group exercise classes are not in session. Front desk coverage is required to adequately monitor access to the Fitness Center and to ensure that members are properly checked in.

The contractor shall provide qualified back-up staff that can fill in for the permanent key personnel staff when they are on leave (i.e. sick or annual leave). This qualified fill-in staff must also go through NRC badging process and be pre-approved for an NRC Building Access or IT II badge for them to have access to NRC's facilities during the times that they fill in.

The contractor shall provide a minimum of sixteen (16) regular group exercise classes in combination with specialty group fitness classes (Yoga, Zumba, etc.) per week. It is anticipated that the full-time staff will cover over fifty percent (50%) of the group fitness classes with part-time support as needed for regular and specialty classes with staff that is certified to teach those classes. Staffing will vary according to size and need for coverage of the Fitness Center and member's demand for services.

The Fitness Center Director and Associate Director's specific duties include, but are not limited to, the following:

- Manage the White Flint Complex fitness center operations.
- Provide outreach activities, when requested by the COR, to promote and encourage fitness program utilization.
- Take telephone calls during regular working hours and respond to NRC employees' emails within twenty-four (24) hours.
- Collaborate with the COR in designing educational programs, providing consultations regarding specific cases, and identifying NRC employee wellness needs.
- Teach group exercise classes and support other fitness activities as needed.

Maintenance of Facility:

The contractor shall maintain an environment conducive to the successful and safe operation of the NRC Fitness Center. NRC provides on-site contracted services for heat, cooling, light, water and cleaning of facilities. In cases of interruption of service or other environmental control problems, the contractor shall notify the COR or report the problem directly through the Office of Administration's Facilities Management Branch and provide a copy of the notification to the COR.

The contractor shall inspect all locker rooms and shower facilities at least twice daily to check for cleanliness and ensure that there are adequate amounts of soap in all dispensers (serving

sinks and showers); that there are not any safety hazards; and that access for emergency assistance can easily be provided, if necessary. If the contractor notices any issues with cleanliness or safety, they shall report it to the Office of Administration's Division of Facilities and Security (DFS) and provide a copy of the notification to the COR. A list of contact information at DFS will be provided to the contractor by the COR at time of contract award.

The contractor shall ensure that all users of the facility comply with the rules and regulations established by the NRC concerning the use of the facility and equipment. The contractor is responsible for safeguarding all government property provided for the contractor use. At the end of each work period, all government facilities, equipment, and materials shall be secured. The contractor shall operate under conditions that prevent waste of utilities and ensure that their employees practice utilities conservation. The contractor employees shall not adjust mechanical equipment controls for heating, ventilation, and air conditioning systems.

Equipment Maintenance, Calibrations, Repairs and Replacements:

The contractor shall maintain all exercise equipment in a safe and operational manner. The contractor shall also provide frequent preventative maintenance to include quarterly calibration and inspection of all fitness equipment. The contractor shall perform all necessary preventative maintenance repairs of equipment to ensure that all equipment functions properly. The contractor shall make recommendations to the COR for any alternate or additional equipment that may enhance the operation of the Center.

The contractor shall provide three (3) price quotes for equipment repairs that are not covered under a maintenance contract. Repair price quotes and recommended alternate or additional equipment suggestions will be provided to the COR with a reasonable time frame generally not to exceed one (1) calendar day (excluding weekends and federal holidays) from when equipment is first identified as being in need of repair.

The contractor shall ensure that all exercise equipment is cleaned and sanitized in accordance with the Centers for Disease Control and Prevention (CDC) (COVID-19 Employer Information for Gyms and Fitness Centers | CDC and What Gym and Fitness Center Employees Need to Know about COVID-19 | CDC).

Funding Through Membership Fees:

The Fitness Center is funded in part by membership fees which are deducted from the members' payroll (currently ten dollars (\$10.00) per bi-weekly pay period). The NRC members' payroll deductions will be managed by the Department of Interior (DOI) and then transferred to the Contractor's bank account for processing. Payroll deductions for members employed by another Federal agency co-tenant in the White Flint Complex will be managed by that agency's payroll provider. The NRC is not responsible, nor liable for, any members' portion of membership fees or dues collected for the benefit of the contractor. The NRC is not committed to funding, nor shall it obligate funds under the resulting contract, for the NRC members' portion of membership fees or dues. Members may terminate their membership for any reason within one month of giving written notice with no termination fee.

On-Site Fitness Services Utilization:

The contractor shall provide membership enrollment and fitness services utilization statistics for the NRC, captured under the Monthly Work Achievement Report (see Section C.6, Reporting

Requirements below). If membership of the Fitness Center is less than six hundred (600) monthly members, the contractor shall develop an analysis to determine the cause for the low utilization, and the contractor shall determine what outreach activities or other needs are necessary to increase the utilization rate, subject to written approval by the COR. Upon written approval by the COR, the contractor shall implement the necessary outreach or other activities to increase the utilization rate.

Enrollment Forms:

The contractor shall ensure that all new members complete the required enrollment application and waiver forms prior to using the Fitness Center. NRC members must complete NRC Form 681 (see attachment (1)). Members employed by another Federal agency co-tenant in the White Flint Complex must complete the necessary application and waiver forms provided by that agency.

Within seven (7) calendar days of a member request, the contractor shall conduct a physical fitness assessment for Fitness Center members. The assessment shall include testing blood pressure and heart rate, height/body weight, body circumference and body composition, cardiovascular sub-maximal bicycle evaluation, low back flexibility, and abdominal strength test. The assessment shall be given to the individual member for information and use. The Fitness Center contractor shall not maintain a copy of the document in its files.

Personalized Fitness Program:

The contractor shall conduct an individual meeting with each member who requests one to develop a personalized program or fitness prescription according to the physical fitness assessment results. The contractor shall provide advice on how to warm up, stretch, cool down, record workouts, and use all equipment, including free weights, as part of a tailored program.

Follow-up Evaluations:

Within seven (7) calendar days of completion of the physical fitness assessment, the contractor shall conduct a follow-up evaluation to assess the member's progress, re-evaluate or redesign their personalized fitness program (if created), and address any question or concerns that may have arisen.

The contractor shall also be available for follow-up meetings to update or revise a member's personalized program upon request.

Medical Clearance:

If the contractor believes that a member should not use the Fitness Center due to health reasons, the member shall be required to provide a written medical clearance from his/her physician or the NRC Health Center Physician prior to using the Fitness Center. The contractor shall tag files of members with special health conditions, so they are aware that there are fitness regimens deemed medically appropriate for them to follow. Member files must be kept in a secure locked cabinet with access limited to the Director and Assistant Director.

Exercise Classes:

The contractor shall offer a variety of exercise classes designed to provide members with the maximum conditioning benefit. The contractor shall also provide the following specialty group exercise classes: yoga, Zumba, spin/cycle, Barre and TRX. The contractor shall notify the COR of new emerging types of group exercise classes and shall semi-annually evaluate the current

group exercise class offerings for member interest and satisfaction and shall notify the COR of the results of the evaluation.

All classes shall be a minimum of forty (45) minutes and maximum of sixty (60) minutes. Classes shall be scheduled equitably over the morning, lunchtime, and evening periods. The schedule of classes shall be coordinated with and receive prior approval from the COR, posted prominently within the Fitness Center, posted on NRC's internal Fitness Center webpage, and e-mailed to members as changes occur.

Annual Member Survey:

The contractor shall develop an evaluation form to be distributed by e-mail on an annual basis to members to gather feedback on Fitness Center operations.

Additionally, the COR will spot-check and also accept anecdotal reports from members. The contractor shall receive prior written approval of the form from the COR prior to distribution to members. The COR will ensure that the form complies with the NRC's information collection requirements as set by OMB and managed by OCIO.

5.2 TASK 2 - PROMOTIONAL PLAN

The contractor shall be responsible for developing at least two fitness campaigns on an annual basis throughout the term of the contract. The contractor shall assess community needs and prioritize promotion of fitness activities/programs that meet those needs. The contractor shall create a marketing plan to address the communication of useful, relevant fitness promotion information. The Contractor shall receive written approval from the COR prior to initiating a campaign. The contractor shall provide a promotional plan to the COR within one month of award of the contract, and annually thereafter. The contractor shall perform a quarterly review to demonstrate that population needs and priorities have been established and that fitness promotion programs have been coordinated. The results of the quarterly review shall be provided to the COR.

The contractor shall prepare and disseminate a monthly newsletter to all members. The newsletter shall include but is not limited to the following information: workout tip routines and suggestions, healthy recipe suggestions another fitness educational information on wellness topics. The newsletter shall be disseminated by the tenth calendar day of the month.

Written approval by the COR is needed prior to sending the newsletter.

5.3 CANCELLATION OR TERMINATION OF MEMBERSHIP

Fitness Center members may terminate their membership for any reason within a one (1) month period after giving written notice, with no termination fee.

5.4 FINANCIAL MANAGEMENT

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

The contractor shall invoice the NRC monthly for fitness services performed. Each invoice shall reflect the current billing period amount by Contract Line Item (CLIN), the year to date total for each CLIN, and the membership fees collected during the current billing period. The

membership fees must be listed by agency. The amount due to the contractor is the difference between the membership fees collected monthly and the monthly costs. The amount of the membership fee shall be determined by the COR.

Who is eligible to use the Fitness Program?

All current NRC employees are eligible to utilize the Fitness Center facility. The employees from other Federal agencies that are co-tenants of the White Flint Complex are eligible to utilize the Fitness Center if the other Federal agency has first entered into an Inter-Agency Agreement with NRC. This includes:

- Temporary federal employees including summer hires;
- Part-time federal employees; and
- Full-time federal employees.

Employees from other Federal agencies who are on detail to NRC may also be eligible to utilize the fitness center.

Consultation with the COR is required prior to granting Fitness Center access to an employee from any other Federal agency.

Volunteers, retirees, and contractors are not eligible to utilize the Fitness Center.

5.5 CONTRACTOR RESPONSIBILITIES

The Contractor shall be responsible for the following:

- The contractor and contractor employees shall not conduct any other business while in the White Flint Complex.
- Contractor personnel shall present a neat appearance and be easily recognized as contractor employees. Contractor personnel attending meetings, answering phones, and working in other situations are required to identify themselves as such to avoid creating the impression that they are Government officials.
- The contractor shall not employ any person who is an employee of the U.S. Government if employing that person would create a conflict of interest. The contractor shall not employ persons for work on this contract if such employee is considered by the NRC to be a potential threat to the health, safety, security, general well-being or operational mission of the installation and its population. Additionally, the contractor shall not employ any person who is an employee of the NRC, unless such person seeks and receives approval in accordance with NRC regulations.
- Federal regulations prohibit the use of any controlled substances and alcoholic beverages while contractor employees are working on Federal property or in Federal installations. The contractor shall make sure that all contractor personnel are made aware of these requirements prior to placement, and sign a statement to that effect. Statements shall be provided to the NRC COR prior to and a pre-requisite to contractor staff start of work at the NRC Fitness Center.
- All personnel serving under this contract shall be employees or affiliates of the Contractor. Validation of personnel qualifications to perform the services described herein is the

responsibility of the contractor.

- All of the contractor personnel shall exhibit a thoroughly professional and service-oriented attitude and approach in the performance of their duties, a pleasant demeanor, and interpersonal skills. All contractor personnel shall be able to read, write, speak, and understand the English language.
- Contractor personnel are expected to conduct themselves in a professional and courteous manner at all times. Contractor performance will be judged and the contractor is responsible for and ensuring that any personnel impaired by substance abuse or who uses violent/profane language or conducts themselves otherwise in a manner construed to be threatening to themselves, others, or Federal property, shall not be allowed to perform under this contract. The contractor will also be responsible for finding a suitable replacement in a timely manner for purposes of fulfilling staffing and performance requirements of this contract.
- The contractor's performance will be judged on the contractor's management of its staff to include timely counseling and replacement of contractor employees for reasons such as frequent absences, tardiness, inability to relate to the clientele, or failure to carry out assigned responsibilities.
- If a contractor employee demonstrates unusual behavior and/or a condition threatening to the orderly conduct of business during the course of an assignment, the contractor shall remove the individual from the facility and notify NRC's Personnel Security and copying the COR and Contracting Officer
- Contractor performance will be judged and the contractor is responsible for and ensuring that all personnel assigned to work on-site under this contract obtain a security clearance acceptable to the NRC prior to starting work on this contract.
- All on-site contractor employees and contractor affiliated personnel shall be certified by a nationally recognized fitness organization and shall meet specific professional qualifications required by the Performance Work Statement.
- All on-site contractor employees shall have completed a basic course in first aid and be CPR certified
- Contractor management staff shall coordinate with the COR to address any administrative issues.
- Contractor trainers conducting promotional plans shall have previous experience providing training of various topics to large or small groups of people from diverse cultures.
- The contractor shall endeavor to provide a stable staff with low turnover; and shall maintain a list of qualified replacement personnel to cover employees' leave or replacement.
- Contractor replacement staff that are hired to cover planned leave periods for identified Key Personnel shall meet the same employment, qualification and security criteria and are subject to the same reviews as Key Personnel. The contractor shall work with the COR to ensure that replacement staff maintain building access or IT Level II clearance, as appropriate.

- The contractor shall prepare work schedules for contractor employees and supervise and control the method by which the contractor employees perform their services. The contractor shall define the specific duties of individual contractor employees.
- Contractor employees shall also be responsible for completing administrative duties. Administrative duties shall include: tracking and organizing membership data, using database skills on a personal computer, completing Fitness Center membership enrollments and cancellations, and completing bimonthly auditing of employee memberships to ensure the payroll deductions and the files and statuses of memberships are up to date.

5.6 PERMITS, LICENSES, CERTIFICATIONS, AND INSURANCE

The contractor shall maintain liability insurance coverage, from a valid professional liability insurer for all personal injuries, property damage, and/or wrongful death arising from performance of the contract. After the award of the contract, the contractor shall send the CO a certificate evidencing said insurance coverage. During performance of the contract, the contractor shall indemnify and hold harmless the NRC from all claims for personal injury, property damage, and/or wrongful death arising from performance of the contract.

5.7 TRANSITION PLAN

The contractor shall submit a detailed transition plan within one week of award of this contract to the COR and the CO. This plan shall provide detailed information on the contractor's approach for seamless continuation of operation of the Fitness Center.

6. Reporting Requirements

Monthly Work Achievement Report:

The contractor shall provide a monthly report to the CO and the COR, by the fifth calendar day of each month, which provides the following information on the Fitness Center:

- (1) Monthly membership statistics including: the number of new membership enrollments by agency, the number of cancelled memberships by agency, and the total number of current members by agency for the month being reported;
- (2) The total amount of collected membership fees by agency during the reporting month;
- (3) Daily membership usage during the reporting month;
- (4) Membership totals to date and peak hours of usage;
- (5) Classes/sessions/programs offered and number of attendees during the reporting month;
- (6) Equipment repair completed, including the duration of equipment inoperability (listed by type of equipment and NRC property number) cleaning, calibration, and maintenance activities completed during the reporting month;
- (7) Number of Fitness Assessments, Personalized Exercise Programs and Body Composition services provided during the reporting month;
- (8) Staffing updates – to include staff turnover and staff badging status;
- (9) Other significant accomplishments during reporting month.

Quarterly Report of Promotional Programs:

The contractor shall submit a quarterly report to the COR by the tenth calendar day of each quarter that delineates all fitness promotional programs that have been accomplished from the marketing plan during that quarter, including timelines and progress in achieving marketing goals and objectives that have not yet been completed.

The contractor shall provide the dates that the monthly newsletter was disseminated to all fitness members.

Annual Report:

The contractor shall submit an annual report to the COR within 14 calendar days of the end of each year of the contract that addresses the following:

- (1) Analysis of the Fitness Center's operations throughout the year, which can include but is not limited to: the utilization seen throughout the reporting year (i.e. comparing utilization seen each month by day and highlighting peak utilization days/months), any staff changes, any facility renovations/concerns, any equipment repairs/purchases, and analysis and recommendations for any changes/improvements for the following year.
- (2) Summary of the group exercise classes offered and attendance to the classes throughout the reporting year. Analysis and recommendations for any changes/additions to the class offerings for the following year.
- (3) Summary of the fitness programming services provided throughout the reporting year including number of Physical Fitness Assessments and Personalized Fitness Programs provided. Analysis and recommendations for any needed changes to these services the following year.
- (4) Summary of the fitness promotion campaigns provided during the reporting year. Analysis of the success of these campaigns and recommendations for any needed changes to how these campaigns are implemented the following year.
- (5) Contractor's review and assessment of the quality of work performed, including proposed program improvements.

Fitness Center member Annual Survey Report:

The contractor shall submit an annual report to the COR within forty-five (45) calendar days of the end of each year of the contract that provides a summary of the results of the annual member survey. The report shall include the following information (pending COR's review and approval):

- (1) number of times per week members use the Fitness Center, programs, or services
- (2) length of membership
- (3) satisfaction level with Fitness Center staff members
- (4) satisfaction level with group fitness programming
- (5) satisfaction level with fitness and wellness programming
- (6) satisfaction level with the facility and equipment
- (7) members program and service interests
- (8) member's rating in comparison to other companies that offer similar services
- (9) member's likelihood of continuing to use services
- (10) member's likelihood of recommending programs and services to others
- (11) member's suggestions for improvement or additional comments

MONTHLY COMPLIANCE REPORT:

The contractor's management will report monthly on their compliance with staffing the fitness center in accordance with the requirements of the Performance Work Statement and J.2 Performance Requirements Summary Matrix.

Timesheet and activity reporting:

The contractor shall keep a log of work hours for each employee and for each activity (sample template for activity tracking provided below) to support all Labor Hour charges.

Fiscal Year	Month	Date	Exercise Type	Session Number/hour	No. of Unique Users	Name of Staff	Total session time for each	Total # of Staff
Example:								
2021	January	1/5/2021	Group	Session 1- 7am	7		0.5	1
	January	1/5/2021	Group	Session 2 - 8am	6			1
2021	January	12/22/2020	Personalized	P-001	4		0.5	1

PERFORMANCE REQUIREMENTS SUMMARY MATRIX

Performance Objective and Standard	Acceptable Quality Level (AQL)	Method of Surveillance	Reduction From Invoice if AQL is Not Met
Staffing of Fitness Center in accordance with the requirements in the Performance Work Statement.	100% compliance	Contractor's management will document in the Monthly Compliance Report	100% Corresponding Hourly Rate
The contractor shall make an offer to an individual and start NRC's badging process to permanently fill any personnel position within one (1) month after a position becomes vacant.	100% compliance	Contractor's management will document in the Monthly Compliance Report	Overall 2% monthly deduction

OTHER RECORDS AND REPORTS: Occasionally, throughout the duration of the contract, at the request of the COR, the contractor may be required to prepare additional reports other than those specified above, such as usage or demographic statistics.

7. Government-Furnished Property

The Government will provide space, computers with the appropriate software, monitors, printers, facsimile and copy machines, telephones with local service, and file cabinets. In

addition, televisions, a DVD system, and a music sound system will be provided to the contractor for use by the Fitness Center members. A list of Government-furnished fitness, aerobic, and assessment equipment and accessories is provided in Section J.

The listed equipment/property shall not be transferred from this contract. Only the equipment/property listed in the quantities shown shall be provided by the Government. The contractor shall be responsible and accountable for all Government property provided under this contract and shall comply with the provisions of the FAR Government Property Clause included in this contract and FAR Subpart 45.5, as in effect on the date of this contract.

The contractor shall investigate and provide written notification to the CO, COR and the NRC Division of Facilities and Security, Physical Security Branch of all cases of loss, damage, or destruction of Government property in its possession or control no later than twenty-four (24) hours after discovery. All other supplies/equipment/property required in performance of the contract shall be furnished by the contractor.

8. Publications

Any reports, press releases, marketing material, or any other printed or electronic documentation relates to this project generated by the contractor under this contract shall not be released for publication or dissemination without prior written approval from the Contracting Officer (CO). All information will be the sole authorize release and considered the property of the Government. The CO will be the sole authorized official to release any data, draft deliverables, final deliverables, or any other written or printed materials pertaining to this contract.

9. Place of Performance

The work to be performed under this contract will be performed at Building Two of the White Flint Complex, see address below:

Two White Flint North
11545 Rockville Pike
Rockville, MD 20852-2738

10. Recognized Holidays

New Year's Day	Labor Day
Birthday of Martin Luther King Jr.	Columbus Day
Washington's Birthday	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day
Juneteenth National Independence Day	Inauguration Day (as applicable)

11. Access Controls

(NOTE: In the context below, any references to "keys" also means access cards, badges and codes.)

The contractor shall establish and implement methods of making sure all keys or key cards issued to the contractor by the Government are not lost or misplaced, are used only for official work performed under the contract, and are not used by unauthorized persons. No keys issued to the contractor by the Government shall be duplicated. The contractor shall develop

procedures covering key control. Such procedures shall include turn-in of any issued keys by personnel who no longer require access to locked areas. The contractor shall immediately report any occurrences of lost or duplicate keys/key cards to the COR and CO.

In the event keys, other than master keys, are lost or duplicated, the contractor shall, upon direction of the CO, re-key or replace the affected lock or locks; however, the Government, at its option, may replace the affected lock or locks or perform re-keying. When the replacement of locks or re-keying is performed by the Government, the total cost of re-keying or the replacement of the lock or locks shall be deducted from the monthly payment due the contractor. In the event a master key is lost or duplicated, all locks and keys for that system shall be replaced by the Government and the total cost deducted from the monthly payment due the contractor.

The contractor shall prohibit the use of Government issued keys/key cards by any persons other than the contractor's employees. The contractor shall prohibit the opening of locked areas by contractor employees to permit entrance of persons other than contractor employees engaged in the performance of assigned work in those areas, or personnel authorized entrance by the CO.

12. Post-award Orientation (kickoff) or Periodic Progress Meetings

The contractor agrees to attend any post-award conference convened by the contracting activity or contract administration office in accordance with FAR Subpart 42.5.

The CO, COR, and other Government personnel, as appropriate, may meet periodically with the contractor to review the contractor's performance. At these meetings the CO will apprise the contractor of how the Government views the contractor's performance and the contractor will apprise the Government of problems, if any. Appropriate action shall be taken to resolve outstanding issues. These meetings shall be at no additional cost to the Government.

The contractor may be required to meet with the COR and CO at the beginning of contract performance. Meetings will be schedule as needed. The contractor may request meetings whenever a discrepancy exists, and no mutual resolution is apparent. The written minutes of these meetings shall be signed by the contractor's manager, the CO, and the COR. If the contractor's manager does not concur with the minutes, he/she shall state any areas of non-concurrence within seven (7) calendar days of receipt of the signed minutes.

13. Qualifications of Key Personnel

The Director, shall be designated as Key Personnel under this contract. The contractor shall provide qualified personnel that meet the minimum requirements described below.

Director

Education: The minimum level of education for this position shall include a Bachelor's degree in health and fitness management, exercise physiology, sports psychology or other accredited bachelor's degrees in fitness. Candidates shall have a certification from the American College of Sports Medicine (ACSM), the American Council on Exercise (ACE), the National Strength and Conditioning Association (NSCA), the National Counsel for Certified Personal Trainer (NCCPT) or similar certifying organization that is certified by the National Commission for Health Certifying Agencies (NCHCA).

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

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

All certifications must remain current throughout the life of the contract and copies should be provided to the COR.

14. Non-Key Personnel

The contractor shall provide qualified non-key personnel identified below. The recommended qualifications for non-key personnel are described below.

Associate Director

Education: Bachelor's degree in health and fitness management, exercise physiology or other accredited bachelor's degrees in fitness. Certification from ACSM, ACE, NSCA, NCCPT or similar certifying organization that is certified by NCHCA.

Experience: Six (6) months or more experience in management and supervision, and one (1) year of experience in conducting fitness assessments, designing and implementing exercise programs, teaching exercise techniques, and organizing and operating fitness facilities.

Abilities: Demonstrate a clear understanding of all conditioning programs, including walking, running, aerobic dance, step training, flexibility, and strength training. Demonstrated ability to work effectively with staff, coordinate staff scheduling, develop and teach programs, employ marketing tools, maintain a safe fitness facility, and provide preventive maintenance and repair of equipment.

Fitness Specialist (Full and Part Time)

Education: Bachelor's degree in health and fitness management, exercise physiology or other accredited bachelor's degrees in fitness. Certification from ACSM, ACE, NSCA, NCCPT or similar certifying organization that is certified by NCHCA.

Experience: Six (6) months experience in conducting fitness assessments, designing and implementing exercise programs, teaching exercise techniques, and organizing and operating fitness facilities.

Abilities: Demonstrate a clear understanding of all conditioning programs, including walking, running, aerobic dance, step training, flexibility, and strength training. Demonstrate competencies in conducting aerobic movement classes along with experience in one or more of the following areas: kinesiology, physiology, biomechanics, and injury prevention.

Specialty Class Instructor

Education: Certification from ACSM, ACE, AFAA, NSCA or similar certifying organization that is certified by the NCHCA with sports medicine management.

Experience: Three (3) months experience in conducting fitness assessments and designing and implementing exercise programs, conducting aerobic movement classes, including aerobic, step, jazzercise, yoga, body sculpting, Zumba, cycle, Barre, TRX or other types of specialty group classes.

Abilities: Demonstrate a clear understanding of all conditioning programs, including walking, running, aerobic dance, step training, flexibility, and strength training. Demonstrate competencies in conducting aerobic movement classes along with experience in one or more of the following areas: kinesiology, physiology, biomechanics, and injury prevention.

Group Exercise instructors:

Certification from the International Dance and Exercise Association, the Aerobic and Fitness Association of America, ACSM, ACE, or the Aerobics Institute. All certifications must remain current throughout the life of the contract and copies should be provided to the COR.

C - Contract Clauses

C.1 PACKAGING AND MARKING

(a) 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 Surface Transportation Board, Uniform Freight Classification Rules, or regulations of other carriers as applicable to the mode of transportation.

(b) On the front of the package, the Contractor shall clearly identify the contract number under which the product is being provided.

(c) Additional packaging and/or marking requirements are as follows: N/A.

C.2 BRANDING

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

Work Supported by the U.S. Nuclear Regulatory Commission (NRC), Office of the Chief Human Capital Officer, under Contract/order number GS03F047CA_31310021F0153.

C.3 INSPECTION AND ACCEPTANCE BY THE NRC (SEP 2013)

Inspection and acceptance of the deliverable items to be furnished hereunder shall be made by the NRC Contracting Officer's Representative (COR) at the destination, accordance with FAR 52.247-34 - F.o.b. Destination.

Contract Deliverables:

Refer to the Performance Work Statement.

C.4 PLACE OF DELIVERY-REPORTS

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

a. Contracting Officer's Representative (COR):

██████████ _____ COR

██████████ Alternate COR

b. Contracting Officer (CO)

jeffrey.mitchell@nrc.gov

(End of Clause)

C.5 PERIOD OF PERFORMANCE ALTERNATE III

This contract shall commence on November 8, 2021 and will expire on November 7, 2022 . The term of this contract may be extended at the option of the Government for an additional four (4) one-year option periods.

The term of this contract may be extended at the option of the Government for an additional [6 Months].

Base Period: 11/08/2021 - 11/07/2022

Option Period(s):

Option Period 1: November 8, 2022 - November 7, 2023

Option Period 2: November 8, 2023 - November 7, 2024

Option Period 3: November 8, 2024 - November 7, 2025

Option Period 4: November 8, 2025 - November 7, 2026

C.6 OPTION PERIODS - TASK ORDER/DELIVERY ORDER UNDER A GSA FEDERAL SUPPLY SCHEDULE CONTRACT

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

For proposal evaluation purposes, the NRC assumes that applicable Evergreen Clause Option(s) will be exercised and the NRC will apply price analysis, as applicable. It is in the best interest of the Offeror to explain major deviations in escalation, proposed in any Evergreen Clause option years. Resulting GSA task/delivery order option years subject to the Evergreen Clause will be initially priced utilizing the same rates proposed under the last GSA-priced year of the subject GSA Schedule. Upon GSA's exercise of the GSA Schedule option year(s) applicable to the Evergreen Clause, the NRC will modify the awarded task/delivery order to incorporate either the proposed pricing for the option years or the GSA-approved pricing (whichever is lower).

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

C.7 REGISTRATION IN FEDCONNECT® (MAY 2021)

The Nuclear Regulatory Commission (NRC) uses Unison Software Inc.'s secure and auditable two-way web portal, FedConnect®, to communicate with vendors and contractors. FedConnect® provides bi-directional communication between the vendor/contractor and the NRC throughout pre-award, award, and post-award acquisition phases. Vendors/contractors shall use FedConnect for the submission of responses to solicitations, acknowledgment of receipt of award and modification documents; and may be required to submit monthly letter status reports and other deliverables through FedConnect as well. Please see Section C of this award for details regarding submission of deliverables.

Therefore, in order to do business with the NRC, vendors and contractors shall register to use FedConnect at <https://www.fedconnect.net/FedConnect>. The individual registering in FedConnect shall have authority to bind the vendor/contractor. There is no charge for using FedConnect. Assistance with FedConnect is provided by Unison, not the NRC. FedConnect contact and assistance information is provided on the FedConnect web site.

C.8 ELECTRONIC PAYMENT (DEC 2017)

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

To receive payment, the contractor shall prepare invoices in accordance with NRC's Billing Instructions. Claims shall be submitted through the Invoice Processing Platform (IPP) (<https://www.ipp.gov/>). Back up documentation shall be included as required by the NRC's Billing Instructions.

C.9 DETERMINATION OF MINIMUM WAGES AND FRINGE BENEFITS - SERVICE CONTRACT ACT

DETERMINATION OF MINIMUM WAGES AND FRINGE BENEFITS – SERVICE CONTRACT ACT (JUNE 2020)

The Contractor is bound by the Wage Determination Number 2015-4269 Rev 15 and all subsequent revisions made under this Wage Determination Number, issued by the U.S. Department of Labor, in accordance with the Service Contract Act of 1965, as amended (41 U.S.C. 351). The Contractor is put on notice that after performance begins, the Contractor is responsible for paying employees at least the applicable wage determination rate, if one exists, for the place of performance. The Department of Labor strictly enforces the Service Contract Act for all employees covered by the Act.

The above referenced Wage Determination Number is for the State of Maryland, Fredrick and Montgomery Counties.

If the place of performance is other than this geographical area; and therefore changes this Wage Determination Number, the award will include the appropriate revised number, as necessary.

Service Contract Age Wage Determinations can be found at <http://www.wdol.gov/>.

C.10 SECURITY REQUIREMENTS FOR BUILDING ACCESS APPROVAL (SEP 2013)

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

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

(a) felony arrest in the last seven (7) years; (b) alcohol related arrest within the last five (5) years; (c) record of any military courts-martial convictions in the past ten (10) years; (d) illegal use of narcotics or other controlled substances possession in the past year, or illegal purchase, production, transfer, or distribution of narcotics or other controlled substances in the last seven (7) years; and (e) delinquency on any federal debts or bankruptcy in the last seven (7) years.

The Contractor shall make a written record of its pre-screening interview or review (including any information to mitigate the responses to items listed in (a) - (e)), and have the applicant verify the pre-screening record or review, sign and date it. Two (2) copies of the pre-screening signed record or review shall be supplied to the Division of Facilities and Security, Personnel Security Branch (DFS/PSB) with the Contractor employee's completed building access application package.

The Contractor shall further ensure that its employees, any subcontractor employees and consultants complete all building access security applications required by this clause within fourteen (14) calendar days of notification by DFS/PSB of initiation of the application process. Timely receipt of properly completed records of the Contractor's signed pre-screening record or review and building access security applications (submitted for candidates that have a reasonable probability of obtaining the level of access authorization necessary for access to NRC's facilities) is a contract requirement. Failure of the Contractor to comply with this contract administration requirement may be a basis to cancel the award, or terminate the contract for default, or offset from the contract's invoiced cost or price the NRC's incurred costs or delays as a result of inadequate pre-screening by the Contractor. In the event of cancellation or termination, the NRC may select another firm for contract award.

A Contractor, subcontractor employee or consultant shall not have access to NRC facilities until he/she is approved by DFS/PSB. Temporary access may be approved based on a favorable NRC review and discretionary determination of their building access security forms. Final building access will be approved based on favorably adjudicated checks by the Government. However, temporary access approval will be revoked and the Contractor's employee may subsequently be denied access in the event the employee's investigation cannot be favorably determined by the NRC. Such employee will not be authorized to work under any NRC contract requiring building access without the approval of DFS/PSB. When an individual receives final access, the individual will be subject to a review or reinvestigation every five (5) or ten (10) years, depending on their job responsibilities at the NRC.

The Government shall have and exercise full and complete control and discretion over granting, denying, withholding, or terminating building access approvals for individuals performing work under this contract. Individuals performing work under this contract at NRC facilities for a period of more than 30 calendar days shall be required to complete and submit to the Contractor

representative an acceptable OPM Standard Form 85 (Questionnaire for Non-Sensitive Positions), and two (2) FD 258 (Fingerprint Charts). Non-U.S. citizens must provide official documentation to the DFS/PSB, as proof of their legal residency. This documentation can be a Permanent Resident Card, Temporary Work Visa, Employment Authorization Card, or other official documentation issued by the U.S. Citizenship and Immigration Services. Any applicant with less than five (5) years residency in the U.S. will not be approved for building access. The Contractor shall submit the documents to the NRC Contracting Officer's Representative (COR) who will give them to DFS/PSB.

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

CANCELLATION OR TERMINATION OF BUILDING ACCESS/ REQUEST

The Contractor shall immediately notify the COR when a Contractor or subcontractor employee or consultant's need for NRC building access approval is withdrawn or the need by the Contractor employee's for building access terminates. The COR will immediately notify DFS/PSB (via e-mail) when a Contractor employee no longer requires building access. The Contractor shall be required to return any NRC issued badges to the COR for return to DFS/FSB (Facilities Security Branch) within three (3) days after their termination.

C.11 SECURITY REQUIREMENTS FOR INFORMATION TECHNOLOGY LEVEL I OR LEVEL II ACCESS APPROVAL (JUL 2016)

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

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

(a) felony arrest in the last seven (7) years; (b) alcohol related arrest within the last five (5) years; (c) record of any military courts-martial convictions in the past ten (10) years; (d) illegal use of narcotics or other controlled substances possession in the past year, or illegal purchase, production, transfer, or distribution of narcotics or other controlled substances in the last seven (7) years; and (e) delinquency on any federal debts or bankruptcy in the last seven (7) years.

The contractor shall make a written record of its pre-screening interview or review (including any information to mitigate the responses to items listed in (a) - (e)), and have the employee verify the pre-screening record or review, sign and date it. The contractor shall supply two (2) copies of the signed contractor's pre-screening record or review to the NRC Contracting Officer's Representative (COR), who will then provide them to the NRC Office of Administration, Division of Facilities and Security, Personnel Security Branch with the employee's completed IT access application package.

The contractor shall further ensure that its personnel complete all IT access approval security applications required by this clause within fourteen (14) calendar days of notification by the NRC Contracting Officer's Representative (COR) of initiation of the application process. Timely receipt of properly completed records of the pre-screening record and IT access approval applications (submitted for candidates that have a reasonable probability of obtaining the level of security assurance necessary for access to NRC's IT systems/data) is a requirement of this contract/order. Failure of the contractor to comply with this requirement may be a basis to terminate the contract/order for cause, or to offset from the contract's invoiced cost or price the NRC's incurred costs or delays as a result of inadequate pre-screening by the contractor.

SECURITY REQUIREMENTS FOR IT LEVEL I

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

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

(10) years thereafter (assuming continuous performance under contracts/orders at NRC) or more frequently in the event of noncontinuous performance under contracts/orders at NRC.

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

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

SECURITY REQUIREMENTS FOR IT LEVEL II

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

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

Contractor personnel shall not have access to sensitive information technology systems or data until they are approved by DFS/PSB and they have been so informed in writing by the NRC Contracting Officer's Representative (COR). Temporary access may be approved by DFS/PSB based on a favorable review of their security forms and checks. Final IT access may be approved by DFS/PSB based on a favorable adjudication. However, temporary access authorization approval will be revoked and the contractor employee may subsequently be denied IT access in the event the employee's investigation cannot be favorably adjudicated. Such an employee will not be authorized to work under any NRC contract/order requiring IT access without the approval of DFS/PSB, as communicated in writing to the contractor by the NRC Contracting Officer's Representative (COR). Where temporary access authorization has

been revoked or denied by DFS/PSB, the contractor is responsible for assigning another contractor employee to perform the necessary work under this contract/order without delay to the contract/order performance schedule, or without adverse impact to any other terms or conditions of the contract/order. When a contractor employee receives final IT access approval from DFS/PSB, the individual will be subject to a review or reinvestigation every ten (10) years (assuming continuous performance under contract/order at NRC) or more frequently in the event of noncontinuous performance under contract/order at NRC.

CORs are responsible for submitting the completed access/clearance request package as well as other documentation that is necessary to DFS/PSB. The contractor shall submit a completed security forms packet, including the OPM Standard Form (SF) 86 (online Questionnaire for National Security Positions), two (2) copies of the Contractor's signed pre-screening record and two (2) FD 258 fingerprint charts, to DFS/PSB for review and adjudication, prior to the contractor employee being authorized to perform work under this contract/order. Non-U.S. citizens must provide official documentation to the DFS/PSB, as proof of their legal residency. This documentation can be a Permanent Resident Card, Temporary Work Visa, Employment Authorization Card, or other official documentation issued by the U.S. Citizenship and Immigration Services. Any applicant with less than seven (7) years residency in the U.S. will not be approved for IT Level II access. The Contractor shall submit the documents to the NRC Contracting Officer's Representative (COR) who will give them to DFS/PSB. The contractor shall ensure that all forms are accurate, complete, and legible. Based on DFS/PSB review of the contractor employee's security forms and/or the receipt of adverse information by NRC, the contractor employee may be denied access to NRC facilities, sensitive information technology systems or data until a final determination is made by DFS/PSB regarding the contractor person's eligibility.

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

CANCELLATION OR TERMINATION OF IT ACCESS/REQUEST

When a request for IT access is to be withdrawn or canceled, the contractor shall immediately notify the NRC Contracting Officer's Representative (COR) by telephone so that the access review may be promptly discontinued. The notification shall contain the full name of the contractor employee and the date of the request. Telephone notifications must be promptly confirmed by the contractor in writing to the NRC Contracting Officer's Representative (COR), who will forward the confirmation to DFS/PSB. Additionally, the contractor shall immediately notify the NRC Contracting Officer's Representative (COR) in writing, who will in turn notify DFS/PSB, when a contractor employee no longer requires access to NRC sensitive automated information technology systems or data, including the voluntary or involuntary separation of employment of a contractor employee who has been approved for or is being processed for IT access.

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

C.12 GOVERNMENT FURNISHED EQUIPMENT/PROPERTY

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

Refer to Attachment 2 Fitness Equipment

(b) The equipment/property listed below is hereby transferred from contract/agreement number to contract/agreement number.

From: NRC-HQ-84-16-C-0001

To: GS03F047CA_31310021F0153

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

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

C.13 ANNUAL AND FINAL CONTRACTOR PERFORMANCE EVALUATIONS

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

The Contracting Officer will transmit the NRC Contracting Officer's Representative's (COR) annual and final contractor performance evaluations to the contractor's Project Manager, unless otherwise instructed by the contractor. The contractor will be permitted thirty days to review the document and submit comments, rebutting statements, or additional information.

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

The Contracting Officer will send a copy of the completed evaluation report, marked "Source Selection Information", to the contractor's Project Manager for their records as soon as practicable after it has been finalized. The completed evaluation report also will be used as a

tool to improve communications between the NRC and the contractor and to improve contract performance.

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

C.14 RULES OF BEHAVIOR FOR AUTHORIZED COMPUTER USE

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

The rules of behavior apply to all NRC employees, contractors, vendors, and agents (users) who have access to any system operated by the NRC or by a contractor or outside entity on behalf of the NRC. This policy does not apply to licensees. The next revision of Management Directive 12.5, "NRC Automated Information Security Program," will include this policy. The rules of behavior can be viewed at <https://www.nrc.gov/docs/ML1724/ML17244A084.pdf>

or use NRC's external Web-based ADAMS at <https://www.nrc.gov/reading-rm/adams.html>.

The rules of behavior are effective immediately upon acknowledgement of them by the person who is informed of the requirements contained in those rules of behavior. All current contractor users are required to review and acknowledge the rules of behavior as part of the annual computer security awareness course completion. All new NRC contractor personnel will be required to acknowledge the rules of behavior within one week of commencing work under this contract and then acknowledge as current users thereafter. The acknowledgement statement can be viewed at <https://www.nrc.gov/docs/ML1724/ML17244A086.pdf>

or use NRC's external Web-based ADAMS at <https://www.nrc.gov/reading-rm/adams.html>.

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

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

C.15 COMPLIANCE WITH U.S. IMMIGRATION LAWS AND REGULATIONS

NRC contractors are responsible to ensure that their alien personnel are not in violation of United States immigration laws and regulations, including employment authorization documents and visa requirements. Each alien employee of the Contractor must be lawfully admitted for permanent residence as evidenced by Permanent Resident Form I-551 (Green Card), or must present other evidence from the U.S. Department of Homeland Security/U.S. Citizenship and Immigration Services that employment will not affect his/her immigration status. The U.S. Citizenship and Immigration Services provides information to contractors to help them understand the employment eligibility verification process for non-US citizens. This information can be found on their website, <http://www.uscis.gov/portal/site/uscis>.

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

C.16 SAFETY OF ON-SITE CONTRACTOR PERSONNEL

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

The contractor's Project Director shall ensure that all personnel working full time on-site at NRC Headquarters read the NRC's OEP, provided electronically on the NRC Intranet at <https://www.nrc.gov/docs/ML1401/ML14013A036.pdf>. The contractor's Project Director also shall emphasize to each staff member that they are to be familiar with and guided by the OEP, as well as by instructions given by emergency response personnel in situations which pose an immediate health or safety threat to building occupants.

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

C.17 CONTRACTOR CONDUCT (APRIL 2020)

The contractor will ensure that all contractor staff receive anti-harassment training before being granted facility access. The Government reserves the right to deny or restrict facility access for any Contractor employee who engages in any conduct that the agency believes adversely affects the work place. The imposition of a restriction or prohibition shall not excuse the Contractor from performance of obligations under the contract.

C.18 NRC INFORMATION TECHNOLOGY SECURITY TRAINING (MAY 2016)

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

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

Additional annual required online NRC training includes but is not limited to the following:

- (1) Information Security (INFOSEC) Awareness
- (2) Continuity of Operations (COOP) Awareness
- (3) Defensive Counterintelligence and Insider Threat Awareness
- (4) No FEAR Act
- (5) Personally Identifiable Information (PII) and Privacy Act Responsibilities Awareness

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

Contractor Monthly Letter Status Reports (MLSR) must include the following information for all completed training:

- (1) the name of the individual completing the course;
- (2) the course title; and
- (3) the course completion date.

The MLSR must also include the following information for those individuals who have not completed their required training:

- (1) the name of the individual who has not yet completed the training;
- (2) the title of the course(s) which must still be completed; and
- (3) the anticipated course completion date(s).

The NRC reserves the right to deny or withdraw Contractor use or access to NRC IT equipment and/or services, and/or take other appropriate contract administrative actions (e.g., disallow

costs, terminate for cause) should the Contractor violate the Contractor's responsibility under this clause.

C.19 SECURITY REQUIREMENTS RELATING TO THE PRODUCTION OF REPORTS OR THE PUBLICATION OF RESULTS UNDER CONTRACTS, AGREEMENTS, AND GRANTS (JUL 2016)

Review and Approval of Reports

(a) Reporting Requirements. The contractor/grantee shall comply with the terms and conditions of the contract/grant regarding the contents of the draft and final report, summaries, data, and related documents, to include correcting, deleting, editing, revising, modifying, formatting, and supplementing any of the information contained therein, at no additional cost to the NRC. Performance under the contract/grant will not be deemed accepted or completed until it complies with the NRC's directions, as applicable. The reports, summaries, data, and related documents will be considered draft until approved by the NRC. The contractor/grantee agrees that the direction, determinations, and decisions on approval or disapproval of reports, summaries, data, and related documents created under this contract/grant remain solely within the discretion of the NRC.

(b) Publication of Results. Prior to any dissemination, display, publication, or release of articles, reports, summaries, data, or related documents developed under the contract/grant, the contractor/grantee shall submit them to the NRC for review and approval. The contractor/grantee shall not release, disseminate, display or publish articles, reports, summaries, data, and related documents, or the contents therein, that have not been reviewed and approved by the NRC for release, display, dissemination or publication. The contractor/grantee agrees to conspicuously place any disclaimers, markings or notices, directed by the NRC, on any articles, reports, summaries, data, and related documents that the contractor/grantee intends to release, display, disseminate or publish to other persons, the public, or any other entities. The contractor/grantee agrees, and grants, a royalty-free, nonexclusive, irrevocable worldwide license to the government, to use, reproduce, modify, distribute, prepare derivative works, release, display or disclose the articles, reports, summaries, data, and related documents developed under the contract/grant, for any governmental purpose and to have or authorize others to do so.

(c) Identification/Marking of Sensitive Unclassified Non-Safeguards Information (SUNSI) and Safeguards Information (SGI). The decision, determination, or direction by the NRC that information possessed, formulated or produced by the contractor/grantee constitutes SUNSI or SGI is solely within the authority and discretion of the NRC. In performing the contract/grant, the contractor/grantee shall clearly mark SUNSI and SGI, to include for example, OUO-Allegation Information or OUO-Security Related Information on any reports, documents, designs, data, materials, and written information, as directed by the NRC. In addition to marking the information as directed by the NRC, the contractor shall use the applicable NRC cover sheet (e.g., NRC Form 461 Safeguards Information) in maintaining these records and documents. The contractor/grantee shall ensure that SUNSI and SGI is handled, maintained and protected from unauthorized disclosure, consistent with NRC policies and directions. The contractor/grantee shall comply with the requirements to mark, maintain, and protect all information, including documents, summaries, reports, data, designs, and materials in accordance with the provisions of Section 147 of the Atomic Energy Act of 1954 as amended, its implementing regulations (10

CFR 73.21), Sensitive Unclassified Non-Safeguards and Safeguards Information policies, and NRC Management Directives and Handbooks 12.5, 12.6 and 12.7.

(d) Remedies. In addition to any civil, criminal, and contractual remedies available under the applicable laws and regulations, failure to comply with the above provisions, and/or NRC directions, may result in suspension, withholding, or offsetting of any payments invoiced or claimed by the contractor/grantee.

(e) Flowdown. If the contractor/grantee intends to enter into any subcontracts or other agreements to perform this contract/grant, the contractor/grantee shall include all of the above provisions in any subcontracts or agreements.

C.20 WHISTLEBLOWER PROTECTION FOR NRC CONTRACTOR AND SUBCONTRACTOR EMPLOYEES

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

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

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

C.21 DRUG FREE WORKPLACE TESTING: UNESCORTED ACCESS TO NUCLEAR FACILITIES, ACCESS TO CLASSIFIED INFORMATION OR SAFEGUARDS INFORMATION, OR PERFORMING IN SPECIALLY SENSITIVE POSITIONS (MARCH 2019)

The following Contractor employees, subcontractor personnel, and consultants proposed for performance or performing under this contract shall be subject to pre-assignment, random, reasonable suspicion, and post-accident drug testing: (1) individuals who have access to classified information (National Security Information and/or Restricted Data); (2) individuals who have access to Safeguards information (section 147 of the Atomic Energy Act of 1954, as amended); (3) individuals who are authorized to carry firearms while performing work under this contract; (4) individuals who are required to operate government vehicles or transport passengers for the NRC; (5) individuals who are required to operate hazardous equipment at NRC facilities; (6) individuals who administer the agency's drug program or who have Employee Assistance Program duties; (7) individuals who have unescorted access to vital or protected

areas of Nuclear Power Plants, Category 1 Fuel Cycle Facilities, or Uranium Enrichment Facilities; or (8) incident/emergency response personnel (including on-call).

C.22 CONTRACTOR RESPONSIBILITY FOR PROTECTING PERSONALLY IDENTIFIABLE INFORMATION (PII)

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

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

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

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

(3) Security Plan. When applicable, and unless waived in writing by the NRC Contracting Officer, the contractor must work with the NRC to develop and implement a security plan setting forth adequate procedures for the protection of NRC owned or controlled PII as well as the procedures which the contractor must follow for notifying the NRC in the event of any security breach. The plan will be incorporated into the contract and must be implemented and followed by the contractor once it has been approved by the NRC Contracting Officer. If the contract does not include a security plan at the time of contract award, a plan must be submitted for the approval of the NRC Contracting Officer within 30 days after contract award.

(4) Breach Notification. The contractor must immediately notify the NRC Contracting Officer and the NRC Contracting Officer's Representative (COR) upon discovery of any suspected or confirmed breach in the security of NRC owned or controlled PII.

(5) Legal Demands for Information. If a legal demand is made for NRC owned or controlled PII (such as by subpoena), the contractor must immediately notify the NRC Contracting Officer and

the NRC Contracting Officer's Representative (COR). After notification, the NRC will determine whether and to what extent to comply with the legal demand. The Contracting Officer will then notify the contractor in writing of the determination and such notice will indicate the extent of disclosure authorized, if any. The contractor may only release the information specifically demanded with the written permission of the NRC Contracting Officer.

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

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

(8) Remedies:

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

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

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

C.23 USE OF AUTOMATED CLEARING HOUSE (ACH) ELECTRONIC PAYMENT/REMITTANCE ADDRESS

The Debt Collection Improvement Act of 1996 requires that all Federal payments except IRS tax refunds be made by Electronic Funds Transfer. It is the policy of the Nuclear Regulatory Commission to pay government vendors by the Automated Clearing House (ACH) electronic funds transfer payment system. Item 15C of the Standard Form 33 may be disregarded.

C.24 KEY PERSONNEL. (JAN 1993)

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

████████████████████

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

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

subject to the concurrence of the contracting officer, promptly replace the personnel with personnel of at least substantially equal ability and qualifications.

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

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

NRCAR Clauses Incorporated By Full Text

C.25 2052.204-70 SECURITY. (OCT 1999)

(a) Security/Classification Requirements Form. The attached NRC Form 187 (See List of Attachments) furnishes the basis for providing security and classification requirements to prime contractors, subcontractors, or others (e.g., bidders) who have or may have an NRC contractual relationship that requires access to classified information or matter, access on a continuing basis (in excess of 90 or more days) to NRC Headquarters controlled buildings, or otherwise requires NRC photo identification or card-key badges.

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

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

(i) Required after the completion or termination of the contract; and

(ii) Approved by the contracting officer.

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

security provisions of the contract continue to be applicable to the matter retained.

(c) In connection with the performance of the work under this contract, the contractor may be furnished, or may develop or acquire, proprietary data (trade secrets) or confidential or privileged technical, business, or financial information, including Commission plans, policies, reports, financial plans, internal data protected by the Privacy Act of 1974 (Pub. L. 93-579), or other information which has not been released to the public or has been determined by the Commission to be otherwise exempt from disclosure to the public. The contractor agrees to hold the information in confidence and not to directly or indirectly duplicate, disseminate, or disclose the information, in whole or in part, to any other person or organization except as necessary to perform the work under this contract. The contractor agrees to return the information to the Commission or otherwise dispose of it at the direction of the contracting officer. Failure to comply with this clause is grounds for termination of this contract.

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

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

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

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

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

(i) Criminal liabilities. Disclosure of National Security Information, Restricted Data, and Formerly Restricted Data relating to the work or services ordered hereunder to any person not entitled to receive it, or failure to safeguard any Restricted Data, Formerly Restricted Data, or any other classified matter that may come to the contractor or any person under the contractor's control in connection with work under this contract, may subject the contractor, its agents, employees, or subcontractors to criminal liability under

the laws of the United States. (See the Atomic Energy Act of 1954, as amended, 42 U.S.C. 2011 et seq.; 18 U.S.C. 793 and 794; and Executive Order 12958.)

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

(k) In performing contract work, the contractor shall classify all documents, material, and equipment originated or generated by the contractor in accordance with guidance issued by the Commission. Every subcontract and purchase order issued under the contract that involves originating or generating classified documents, material, and equipment must provide that the subcontractor or supplier assign the proper classification to all documents, material, and equipment in accordance with guidance furnished by the contractor.

(End of Clause)

C.26 2052.204-71 SITE ACCESS BADGE REQUIREMENTS. (JAN 1993)

During the life of this contract, the rights of ingress and egress for contractor personnel must be made available as required. In this regard, all contractor personnel whose duties under this contract require their presence on-site shall be clearly identifiable by a distinctive badge furnished by the Government. The Project Officer shall assist the contractor in obtaining the badges for contractor personnel. It is the sole responsibility of the contractor to ensure that each employee has proper identification at all times. All prescribed identification must be immediately delivered to the Security Office for cancellation or disposition upon the termination of employment of any contractor personnel. Contractor personnel shall have this identification in their possession during on-site performance under this contract. It is the contractor's duty to assure that contractor personnel enter only those work areas necessary for performance of contract work and to assure the safeguarding of any Government records or data that contractor personnel may come into contact with.

(End of Clause)

C.27 2052.215-71 CONTRACTING OFFICER REPRESENTATIVE AUTHORITY. (OCT 1999) - ALTERNATE II (OCT 1999)

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

[REDACTED]

(b) The COR shall:

(1) Monitor contractor performance and recommend changes in requirements to the contracting officer.

(2) Inspect and accept products/services provided under the contract.

(3) Review all contractor invoices/vouchers requesting payment for products/services provided under the contract and make recommendations for approval, disapproval, or suspension.

(c) The COR may not make changes to the express terms and conditions of this contract.

*To be incorporated into any resultant contract

(End of Clause)

C.28 2052.222-70 NONDISCRIMINATION BECAUSE OF AGE. (JAN 1993)

(a) Contractors and subcontractors engaged in the performance of Federal contracts may not, in connection with the employment, advancement, or discharge of employees or in connection with the terms, conditions, or privileges of their employment, discriminate against persons because of their age except upon the basis of a bona fide occupational qualification, retirement plan, or statutory requirement; and

(b) That contractors and subcontractors, or persons acting on their behalf, may not specify, in solicitations or advertisements for employees to work on Government contracts, a maximum age limit for employment unless the specified maximum age limit is based upon a bona fide occupational qualification, retirement plan, or statutory requirement.

(End of Provision)

FAR Clauses Incorporated By Full Text

C.29 52.217-8 OPTION TO EXTEND SERVICES. (NOV 1999)

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

(End of clause)

C.30 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT. (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within the period of performance; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 5 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

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

(End of clause)

C.31 52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE. (NOV 2020)

(a) *Definition. Small business concern*, as used in this clause-

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

(2) *Affiliates*, as used in paragraph (a)(1) of this clause, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

(b) *Applicability*. This clause applies only to-

(1) Contracts that have been totally set aside for small business concerns; and

(2) Orders set aside for small business concerns under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F).

(c) *General*. (1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this solicitation will be made to a small business concern.

(End of clause)

C.32 52.219-14 LIMITATIONS ON SUBCONTRACTING. (SEP 2021)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) *Definition. Similarly situated entity*, as used in this clause, means a first-tier subcontractor, including an independent contractor, that-

(1) Has the same small business program status as that which qualified the prime contractor for the award (e.g., for a small business set-aside contract, any small business concern, without regard to its socioeconomic status); and

(2) Is considered small for the size standard under the North American Industry Classification System (NAICS) code the prime contractor assigned to the subcontract.

(c) *Applicability.* This clause applies only to-

(1) Contracts that have been set aside for any of the small business concerns identified in 19.000(a)(3);

(2) Part or parts of a multiple-award contract that have been set aside for any of the small business concerns identified in 19.000(a)(3);

(3) Contracts that have been awarded on a sole-source basis in accordance with subparts 19.8, 19.13, 19.14, and 19.15;

(4) Orders expected to exceed the simplified acquisition threshold and that are-

(i) Set aside for small business concerns under multiple-award contracts, as described in 8.405-5 and 16.505(b)(2)(i)(F); or

(ii) Issued directly to small business concerns under multiple-award contracts as described in 19.504(c)(1)(ii);

(5) Orders, regardless of dollar value, that are-

(i) Set aside in accordance with subparts 19.8, 19.13, 19.14, or 19.15 under multiple-award contracts, as described in 8.405-5 and 16.505(b)(2)(i)(F); or

(ii) Issued directly to concerns that qualify for the programs described in subparts 19.8, 19.13, 19.14, or 19.15 under multiple-award contracts, as described in 19.504(c)(1)(ii); and

(6) Contracts using the HUBZone price evaluation preference to award to a HUBZone small business concern unless the concern waived the evaluation preference.

(d) *Independent contractors.* An independent contractor shall be considered a subcontractor.

(e) *Limitations on subcontracting.* By submission of an offer and execution of a contract, the Contractor agrees that in performance of a contract assigned a North American Industry Classification System (NAICS) code for-

(1) Services (except construction), it will not pay more than 50 percent of the amount paid by the Government for contract performance to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both services and supplies, the 50 percent limitation shall apply only to the service portion of the contract;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), it will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both supplies and services, the 50 percent limitation shall apply only to the supply portion of the contract;

(3) General construction, it will not pay more than 85 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 85 percent subcontract amount that cannot be exceeded; or

(4) Construction by special trade contractors, it will not pay more than 75 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 75 percent subcontract amount that cannot be exceeded.

(f) The Contractor shall comply with the limitations on subcontracting as follows:

(1) For contracts, in accordance with paragraphs (c)(1), (2), (3) and (6) of this clause-

[Contracting Officer check as appropriate.]

By the end of the base term of the contract and then by the end of each subsequent option period; or

By the end of the performance period for each order issued under the contract.

(2) For orders, in accordance with paragraphs (c)(4) and (5) of this clause, by the end of the performance period for the order.

(g) A joint venture agrees that, in the performance of the contract, the applicable percentage specified in paragraph (e) of this clause will be performed by the aggregate of the joint venture participants.

(End of clause)

C.33 52.223-6 DRUG-FREE WORKPLACE. (MAY 2001)

(a) *Definitions.* As used in this clause-

Controlled substance means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11-1308.15.

Conviction means a finding of guilt (including a plea of *nolo contendere*) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

Criminal drug statute means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession or use of any controlled substance.

Drug-free workplace means the site(s) for the performance of work done by the Contractor in connection with a specific contract where employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

Employee means an employee of a Contractor directly engaged in the performance of work under a Government contract. *Directly engaged* is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

Individual means an offeror/contractor that has no more than one employee including the offeror/contractor.

(b) The Contractor, if other than an individual, shall within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration); or as soon as possible for contracts of less than 30 days performance duration-

(1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establish an ongoing drug-free awareness program to inform such employees about-

(i) The dangers of drug abuse in the workplace;

(ii) The contractor's policy of maintaining a drug-free workplace;

(iii) Any available drug counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

(3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this clause;

(4) Notify such employees in writing in the statement required by subparagraph (b)(1) of this clause that, as a condition of continued employment on this contract, the employee will-

(i) Abide by the terms of the statement; and

(ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Notify the Contracting Officer in writing within 10 days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;

(6) Within 30 days after receiving notice under subdivision (b)(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

(i) Taking appropriate personnel action against such employee, up to and including termination; or

(ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

(7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(1) through (b)(6) of this clause.

(c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.

(d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraph (b) or (c) of this clause may, pursuant to FAR 23.506, render the Contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

(End of clause)

C.34 52.224-1 PRIVACY ACT NOTIFICATION. (APR 1984)

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

(End of clause)

C.35 52.224-2 PRIVACY ACT. (APR 1984)

(a) The Contractor agrees to -

(1) Comply with the Privacy Act of 1974 (the Act) and the agency rules and regulations issued under the Act in the design, development, or operation of any

system of records on individuals to accomplish an agency function when the contract specifically identifies -

(i) The systems of records; and

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

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

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

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

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

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

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

(End of clause)

C.36 52.232-22 LIMITATION OF FUNDS. (APR 1984)

(a) The parties estimate that performance of this contract will not cost the Government more than (1) the estimated cost specified in the Schedule or, (2) if this is a cost-sharing contract, the Government's share of the estimated cost specified in the Schedule. The Contractor agrees to use its best efforts to perform the work specified in the Schedule

and all obligations under this contract within the estimated cost, which, if this is a cost-sharing contract, includes both the Government's and the Contractor's share of the cost.

(b) The Schedule specifies the amount presently available for payment by the Government and allotted to this contract, the items covered, the Government's share of the cost if this is a cost-sharing contract, and the period of performance it is estimated the allotted amount will cover. The parties contemplate that the Government will allot additional funds incrementally to the contract up to the full estimated cost to the Government specified in the Schedule, exclusive of any fee. The Contractor agrees to perform, or have performed, work on the contract up to the point at which the total amount paid and payable by the Government under the contract approximates but does not exceed the total amount actually allotted by the Government to the contract.

(c) The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that the costs it expects to incur under this contract in the next 60 days, when added to all costs previously incurred, will exceed 75 percent of (1) the total amount so far allotted to the contract by the Government or, (2) if this is a cost-sharing contract, the amount then allotted to the contract by the Government plus the Contractor's corresponding share. The notice shall state the estimated amount of additional funds required to continue performance for the period specified in the Schedule.

(d) Sixty days before the end of the period specified in the Schedule, the Contractor shall notify the Contracting Officer in writing of the estimated amount of additional funds, if any, required to continue timely performance under the contract or for any further period specified in the Schedule or otherwise agreed upon, and when the funds will be required.

(e) If, after notification, additional funds are not allotted by the end of the period specified in the Schedule or another agreed-upon date, upon the Contractor's written request the Contracting Officer will terminate this contract on that date in accordance with the provisions of the Termination clause of this contract. If the Contractor estimates that the funds available will allow it to continue to discharge its obligations beyond that date, it may specify a later date in its request, and the Contracting Officer may terminate this contract on that later date.

(f) Except as required by other provisions of this contract, specifically citing and stated to be an exception to this clause (1) the Government is not obligated to reimburse the Contractor for costs incurred in excess of the total amount allotted by the Government to this contract and (2) the Contractor is not obligated to continue performance under this contract (including actions under the Termination clause of this contract) or otherwise incur costs in excess of (i) the amount then allotted to the contract by the Government or (ii) if this is a cost-sharing contract, the amount then allotted by the Government to the contract plus the Contractor's corresponding share, until the Contracting Officer notifies the Contractor in writing that the amount allotted by the Government has been increased and specifies an increased amount, which shall then constitute the total amount allotted by the Government to this contract.

(g) The estimated cost shall be increased to the extent that (1) the amount allotted by the Government or, (2) if this is a cost-sharing contract, the amount then allotted by the Government to the contract plus the Contractor's corresponding share, exceeds the

estimated cost specified in the Schedule. If this is a cost-sharing contract, the increase shall be allocated in accordance with the formula specified in the Schedule.

(h) No notice, communication, or representation in any form other than that specified in subparagraph (f)(2) above, or from any person other than the Contracting Officer, shall affect the amount allotted by the Government to this contract. In the absence of the specified notice, the Government is not obligated to reimburse the Contractor for any costs in excess of the total amount allotted by the Government to this contract, whether incurred during the course of the contract or as a result of termination.

(i) When and to the extent that the amount allotted by the Government to the contract is increased, any costs the Contractor incurs before the increase that are in excess of (1) The amount previously allotted by the Government or (2) if this is a cost-sharing contract, the amount previously allotted by the Government to the contract plus the Contractor's corresponding share, shall be allowable to the same extent as if incurred afterward, unless the Contracting Officer issues a termination or other notice and directs that the increase is solely to cover termination or other specified expenses.

(j) Change orders shall not be considered an authorization to exceed the amount allotted by the Government specified in the Schedule, unless they contain a statement increasing the amount allotted.

(k) Nothing in this clause shall affect the right of the Government to terminate this contract. If this contract is terminated, the Government and the Contractor shall negotiate an equitable distribution of all property produced or purchased under the contract, based upon the share of costs incurred by each.

(l) If the Government does not allot sufficient funds to allow completion of the work, the Contractor is entitled to a percentage of the fee specified in the Schedule equalling the percentage of completion of the work contemplated by this contract.

(End of clause)

C.37 52.246-6 INSPECTION - TIME-AND-MATERIAL AND LABOR-HOUR. (MAY 2001)

(a) *Definitions.* As used in this clause--

Contractor's managerial personnel means any of the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of -

- (1) All or substantially all of the Contractor's business;
- (2) All or substantially all of the Contractor's operation at any one plant or separate location where the contract is being performed; or
- (3) A separate and complete major industrial operation connected with the performance of this contract.

Materials includes data when the contract does not include the Warranty of Data clause.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the material, fabricating methods, work, and services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. The Government may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspection or test on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) Unless otherwise specified in the contract, the Government shall accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they shall be presumed accepted 60 days after the date of delivery, unless accepted earlier.

(f) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, the Government may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (h) below, the cost of replacement or correction shall be determined under the Payments Under Time-and-Materials and Labor-Hour Contracts clause, but the *hourly rate* for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken.

(g)(1) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by the Government), the Government may -

(i) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or

(ii) Terminate this contract for default.

(2) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute.

(h) Notwithstanding paragraphs (f) and (g) above, the Government may at any time require the Contractor to remedy by correction or replacement, without cost to the Government, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to (1) fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel or (2) the conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.

(i) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.

(j) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.

(k) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property.

(End of clause)

C.38 BILLING INSTRUCTIONS FOR TIME-AND-MATERIALS/LABOR-HOUR TYPE CONTRACTS (AUG 2017)

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

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

Electronic Invoice/Voucher Submissions: Invoices/vouchers shall be submitted electronically to the U.S. Nuclear Regulatory Commission (NRC) is through the Invoice Processing Platform (IPP) at www.ipp.gov.

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

Contractors must report to the Contracting Officer, electronically, any capital property acquired with contract funds having an initial cost of \$50,000 or more, in accordance with procedures set forth in NRC Management Directive (MD) 11.1, NRC Acquisition of Supplies and Services.

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

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

Supporting Documentation: Any supporting documentation required to substantiate the amount billed shall be included as an attachment to the invoice created in IPP. If the necessary supporting documentation is not included, the invoice will be rejected.

Task Order Contracts: The contractor must submit a separate invoice/voucher for each individual task order with detailed cost information included as Supporting Documentation. This includes all applicable cost elements and other items discussed in paragraphs (a) through (j) of the attached instructions.

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

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

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

Supersession: These instructions supersede previous Billing Instructions for Time-and-Materials/Labor-Hour Type Contracts (JAN 2015).

Does my company need to register in IPP?

If your company is currently registered in IPP and doing business with other Federal Agencies in IPP, you will not be required to re-register.

If your company is not currently registered in IPP, please note the following:

- You will be receiving an invitation to register for IPP from IPP Customer Support, STLS.IPPHELPDESK@stls.frb.org.
- IPP Customer Support will send you two emails: the first email will contain the initial administrative IPP User ID and the second email, sent within 24 hours of receipt of the first email, will contain a temporary password.
- Please add the Customer Support email address (STLS.IPPHELPDESK@stls.frb.org) to your address book so you do not disregard these emails or mistake them for spam.
- During registration, one initial administrative user account will be created for your company and this user will be responsible for setting up all other user accounts including other administrators.
- Registration is complete when the initial administrative user logs into the IPP web site with the User ID and password provided by Treasury and accepts the rules of behavior.

What type of is training provided?

Vendor training materials, including a first time login tutorial, user guides, a quick reference guide, and frequently asked questions are available on Treasury's IPP website. Individuals within your company responsible for submitting invoices should review these materials before work begins on the contract.

How do I receive assistance with IPP?

Treasury's IPP Customer Support team provides vendor assistance related to the IPP application, and is also available to assist IPP users and to answer any questions related to accessing IPP or completing the registration process. IPP application support is also available via phone at (866) 973-3131, Monday through Friday from 8:00 am to 6:00 pm ET, and via email at IPPCustomerSupport@fiscal.treasury.gov.

Specific questions regarding your contract or task order should be directed to the appropriate NRC Contracting Officer.

See attachment 4 for sample invoice/voucher.

D - Contract Documents, Exhibits and Attachments

Attachment Number	Title	Document Version	Date	Number of Pages
1	Attachment No. 1 NRC Form 681	BASE	09/17/2021	4
2	Attachment No. 2 Fitness Equipment	BASE	09/17/2021	4
3	Attachment No. 3 Fitness Center Renewal 2021 NRC Form 187	BASE	09/17/2021	2
4	Sample Invoice_Voucher for Labor Hour or Time and Materials Type Contract	BASE	09/17/2021	7