

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES

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

BPA NO.

1. DATE OF ORDER 6/27/2012		2. CONTRACT NO. (if any) GS02F0037P		6. SHIP TO:	
3. ORDER NO. NRC-HQ-12-F-38-0002		4. REQUISITION/REFERENCE NO. HR-12-070 01/28/2012		a. NAME OF CONSIGNEE U.S. Nuclear Regulatory Commission	
5. ISSUING OFFICE (Address correspondence to) U.S. Nuclear Regulatory Commission Division of Contracts Mail Stop: TWB-01-B10M Washington DC 20555-0001				b. STREET ADDRESS Gateway Building 7201 Wisconsin Avenue, Suite 425	
		c. CITY Bethesda		d. STATE MD	e. ZIP CODE 20814-4810
7. TO:		f. SHIP VIA			
a. NAME OF CONTRACTOR EAP CONSULTANTS, INC.		8. TYPE OF ORDER			
b. COMPANY NAME		<input type="checkbox"/> a. PURCHASE		<input checked="" type="checkbox"/> b. DELIVERY	
c. STREET ADDRESS 3901 ROSWELL RD STE 340		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.			
d. CITY MARIETTA		e. STATE GA		f. ZIP CODE 300626250	
9. ACCOUNTING AND APPROPRIATION DATA 2012-84-51-H-200, B8409, 263A, 31X0200 FAIMIS #:122673; APP#: 12-6837 DUNS #:608069589, NAICS Code: 624190		10. REQUISITIONING OFFICE Office of Chief Human Capital Officer			
11. BUSINESS CLASSIFICATION (Check appropriate box(es))		12. F.O.B. POINT Destination			
<input type="checkbox"/> a. SMALL <input type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input checked="" type="checkbox"/> d. WOMEN-OWNED <input type="checkbox"/> e. HUBZone					
<input type="checkbox"/> f. SERVICE-DISABLED VETERAN-OWNED <input checked="" type="checkbox"/> g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM <input type="checkbox"/> h. EDWOSB					
13. PLACE OF		14. GOVERNMENT BAL. NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)	
a. INSPECTION		b. ACCEPTANCE		16. DISCOUNT TERMS Net 30	

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>The U.S. Nuclear Regulatory Commission (NRC) hereby issues this Delivery Order entitled, "Employee Assistance Program Services," in accordance with the Statement of Work and Terms and Conditions specified in this Delivery Order and under GSA Contract No.: GS02F0037P.</p> <p>The period of performance is July 1, 2012 - June 30, 2017, inclusive of four one-year option periods.</p> <p>CONTRACTOR ACCEPTANCE OF DELIVERY ORDER #: NRC-HQ-F-38-0002</p> <p><i>[Signature]</i> 6/26/12 Signature Date</p> <p>Executive Director Title</p>					

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h) TOTAL (Cont. pages)
	21. MAIL INVOICE TO:						
	a. NAME Department of Interior/NBC nrcpayments@nbc.gov		PHONE: FAX:				
	b. STREET ADDRESS (or P.O. Box) Attn: Fiscal Services Branch - D2770 7301 W. Mansfield Avenue		c. CITY Denver		d. STATE CO	e. ZIP CODE 80235-2230	
						\$767,415.00	17(i) GRAND TOTAL

22. UNITED STATES OF AMERICA BY (Signature) <i>Monique B. Williams</i>	23. NAME (Typed) Monique B. Williams Contracting Officer TITLE: CONTRACTING/ORDERING OFFICER
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OPTIONAL FORM 347 (REV. 2/2012)
PRESCRIBED BY GSA/FAR 48 CFR 53.213(f)

TEMPLATE - ADM001

SUNSI REVIEW COMPLETE

JUN 27 2012

ADM002

A.1 BRIEF PROJECT TITLE AND WORK DESCRIPTION (AUG 2011)

- (a) The title of this project is: Employee Assistance Program Services
- (b) Summary work description: The Contractor shall provide all services and personnel necessary to operate a successful EAP program, which includes the processes and services of: Intake Services; Diagnostic services; Case File Management; Follow-up Service; Telephone Consultation Services; Referral Services; Supervisor/Management Consultation Services; Promotional Materials; Supervisory Orientations; Employee Orientations; Reports; Legal, Financial and Work-Life Services; Outreach Activities; Quality Control; Continuous Quality Improvement (CQI); and EAP Website. The Contractor will administer and manage the EAP and EAP staff; respond to issues and maintain compliance with applicable regulations, rules and policies; provide efficient and effective liaison with the EAP Manager/COR; and assess established health insurer's programs or services of other social service agencies for referral potential.

A.2 CONSIDERATION AND OBLIGATION (AUG 2011)

- (a) The ceiling price to the Government for full performance under this contract is \$767,415, which includes the base year and four one-year options. The total estimated cost for the base year is \$147,852. The amount presently obligated by the Government with respect to this contract is \$108,000.
- (b) The total amount of the Firm-Fixed-Price portion of this contract for the base period is \$48,852. The optional tasks (9, 10, and 14) will be authorized by contract modification by the Contracting Officer. The optional task totals \$5,000 for the base period.
- (c) The contract includes direct labor hours at specified fixed hourly rates, inclusive of wages, fringe, overhead, general and administrative expenses, and profit for the base period for the amount of \$91,000.
- (d) The contract includes cost reimbursement line item for travel expenses for the base period in the amount of \$3,000.

A.3 PERIOD OF PERFORMANCE (AUG 2011) ALTERNATE II (AUG 2011)

This contract shall commence on July 1, 2012 and will expire on June 30, 2017. The term of this contract may be extended at the option of the Government for an additional four one-year options.

Base Period: 7/1/2012 – 6/30/2013

Option Period(s): Option Year 1: 7/1/2013 – 6/30/2014;
Option Year 2: 7/1/2014 – 6/30/2015;
Option Year 3: 7/1/2015 – 6/30/2016;
Option Year 4: 7/1/2016 – 6/30/2017

Exercise of Option Years 1-4 are contingent on the exercise EAPC's GSA Schedule Contract Options, which is in accordance with the GSA Schedule Evergreen Clause (Option to Extend the Term of the Contract). The contractor shall notify the NRC Contracting Officer when the GSA Contract No. GS-02F-0037P has been modified to exercise the next option and provide a copy of the modification to the NRC.

A.4 PRICE SCHEDULE

BASE YEAR: 7/1/2012 - 6/30/2013

CLIN	DESCRIPTION	QUANTITY	UNIT	FIXED UNIT PRICE	TOTAL PRICE
001	On-Site EAP Counselor		Hours	\$	\$
002	Employee Assistance Program Services & Worklife Services (Tasks 1-7, 8, 11, 12, 13)		Months		\$
003	Optional Task - Supervisory Orientations (Optional Task 9)		Each		\$
004	Optional Task - Employee Orientations (Optional Task 10)		Each		\$
005	Optional Task - Additional Training/Critical Incident Stress Debriefings		Each		\$
006	Travel (Cost Reimbursable in accordance with Federal Travel Regulations)		LOT	NTE	\$
TOTAL PRICE FOR BASE YEAR					\$ 147,852

OPTION YEAR 1: 7/1/2013 - 6/30/2014

CLIN	DESCRIPTION	QUANTITY	UNIT	FIXED UNIT PRICE	TOTAL PRICE
007	On-Site EAP Counselor		Hours	\$	\$
008	Employee Assistance Program Services & Worklife Services (Tasks 1-7, 8, 11, 12, 13)		Months		\$
009	Optional Task - Supervisory Orientations (Optional Task 9)		Each	\$	\$
010	Optional Task - Employee Orientations (Optional Task 10)		Each	\$	\$
011	Optional Task - Additional Training/Critical Incident Stress Debriefings		Each	\$	\$
012	Travel (Cost Reimbursable in accordance with Federal Travel Regulations)		LOT	NTE	\$
TOTAL PRICE FOR OPTION YEAR 1					\$ 150,582

OPTION YEAR 2: 7/1/2014 - 6/30/2015

CLIN	DESCRIPTION	QUANTIT	UNIT	FIXED UNIT PRICE	TOTAL PRICE
013	On-Site EAP Counselor		Hours	\$	\$
014	Employee Assistance Program Services & Worklife Services (Tasks 1-7, 8, 11, 12, 13)		Months	\$	\$
015	Optional Task - Supervisory Orientations (Optional Task 9)		Each	\$	\$
016	Optional Task - Employee Orientations (Optional Task 10)		Each	\$	\$
017	Optional Task - Additional Training/Critical Incident Stress Debriefings		Each	\$	\$
018	Travel (Cost Reimbursable in accordance with Federal Travel Regulations)		LOT	NTE	\$
TOTAL PRICE FOR OPTION YEAR 2					\$ 153,403

OPTION YEAR 3: 7/1/2015 - 6/30/2016

CLIN	DESCRIPTION	QUANTIT	UNIT	FIXED UNIT PRICE	TOTAL PRICE
019	On-Site EAP Counselor		Hours	\$	\$
020	Employee Assistance Program Services & Worklife Services (Tasks 1-7, 8, 11, 12, 13)		Months	\$	\$
021	Optional Task - Supervisory Orientations (Optional Task 9)		Each	\$	\$
022	Optional Task - Employee Orientations (Optional Task 10)		Each	\$	\$
023	Optional Task - Additional Training/Critical Incident Stress Debriefings		Each	\$	\$
024	Travel (Cost Reimbursable in accordance with Federal Travel Regulations)		LOT	NTE	\$
TOTAL PRICE FOR OPTION YEAR 3					\$ 156,297

Note: TRAVEL - The government will pay up to the rates specified in the Government Federal Travel Regulations (FTR) for travel destinations. Lodging and Airfare will be made by the contractor and will be reimbursed for actual costs only, with backup documentation and receipts attached to the invoice.

OPTION YEAR 4: 7/1/2016 - 6/30/2017

CLIN	DESCRIPTION	UANTIT	UNIT	FIXED UNIT PRICE	TOTAL PRICE
025	On-Site EAP Counselor		Hours	\$	\$
026	Employee Assistance Program Services & Worklife Services (Tasks 1-7, 8, 11, 12, 13)		Months	\$	\$
027	Optional Task - Supervisory Orientations (Optional Task 9)		Each	\$	\$
028	Optional Task - Employee Orientations (Optional Task 10)		Each	\$	\$
029	Optional Task - Additional Training/Critical Incident Stress Debriefings		Each	\$	\$
030	Travel (Cost Reimbursable in accordance with Federal Travel Regulations)		LOT	NTE	\$
TOTAL PRICE FOR OPTION YEAR 4					\$ 159,282

TOTAL PRICE FOR BASE YEAR AND OPTIONS:**\$ 767,415**

Note: TRAVEL - The government will pay up to the rates specified in the Government Federal Travel Regulations (FTR) for travel destinations. Lodging and Airfare will be made by the contractor and will be reimbursed for actual costs only, with backup documentation and receipts attached to the invoice.

A.5 STATEMENT OF WORK

BACKGROUND

The employee assistance program (EAP) provides professional counseling, short-term problem solving, and consultation services for Nuclear Regulatory Commission (NRC) employees and family members who are experiencing personal problems which may be affecting their ability to function or perform well on the job. The program offers assessment, referral, short-term counseling, and follow-up for employees dealing with family and marital problems, substance abuse, stress, depression, and many other personal challenges. All employees and family members of NRC employees are eligible for the services of the program. Supervisors and managers may also seek the services of the EAP to help determine the appropriateness of referring employees who may be experiencing work performance and conduct changes due to personal problems.

The EAP provides:

- Assessment and identification of personal and/or job related problems
- Short-term counseling
- Referral to community resources, management consultation, and coaching on a variety of issues including employee behavioral, medical, or emotional problems that interfere with job performance/conduct/attendance
- Follow-up counseling, including the monitoring of progress of referred employees
- Education and training on preventing and minimizing problems

NRC-wide EAP services are currently provided by an EAP contract vendor. Employees and/or family members who wish to schedule an appointment call an "800" telephone number to be seen off-site. A TDD number for the deaf or hearing-impaired is also provided. Services are available 24 hours a day, seven days a week. Headquarters employees can schedule an appointment with an on-site EAP Consultant, who is available thirty hours per week. Additionally, NRC employees and their family members are offered many work-life services such as: Child Care, Elder Care, Pet Care, Financial and Legal Services. Elder Care, Child Care and Pet Care are information and referral services. Callers with financial concerns are referred to certified financial planners, certified public accountants and professional financial experts for consultation. A legal consultation is provided by attorneys and Simple Wills are prepared at no cost. A discount is provided off of the attorney's hourly rate for services rendered beyond the EAP. The EAP Manager/Contracting Officer's Representative (COR), an NRC employee and an EAP Professional, provides back-up and oversight services for the program.

NRC employs about 3,928 employees, 2,935 of whom are at the Headquarters offices, located in various buildings in Rockville, Maryland; 954 assigned to the four regional offices in King of Prussia (235), PA; Atlanta, GA (304); Lisle, IL (214); and Arlington, TX (201); and 39 at the Technical Training Center (TTC) in Chattanooga, TN. Regional/TTC numbers include about 200 employees at various nuclear plant sites around the country.

CONTRACT OBJECTIVE

The Contractor shall provide all necessary competent, qualified and fully-trained personnel, management, and supervision to perform all tasks specified in this Statement of Work.

SCOPE OF WORK

General:

- a. The Contractor shall perform the required services and shall perform in accordance with the highest standards in the profession as coordinated with the Contracting Officer's Representative (COR).
- b. Performance of these services will require a staffed call center 24 hours a day, 7 days a week, 365 days a year.
- c. The Contractor shall also provide employees and family members access to web-based information and online tools to get solutions for the issues such as personal or relationship issues and legal and financial concerns. Online services should include but not limited to:
 - Legal/Financial Library - offers numerous articles providing information on important legal and financial matters, including examples of commonly used legal documents.
 - Healthy Exchange Library- offers practical information to help with relationships, stress, job issues, parenting, and more.
 - Smoking Cessation - provides information about quitting strategies and referral to no cost, telephonic and on-line quitting programs.
 - Stress Management Course - offers practical tips for managing stress.
 - Depression and Substance Abuse Screenings- offers easy to use confidential screenings, provides immediate results and seamlessly can request a follow-up call from an EAP Counselor.
 - Identity Theft - provides information on how to avoid and respond to identity theft.
- d. EAP services will be provided at no cost to employees and family members. Employees can refer themselves to the EAP or they may be referred by someone else such as a supervisor or manager, co-worker, union official, or healthcare professional. Participation in the EAP is voluntary. EAP services are confidential within the limits of the law, and all records are protected by law (42 CFR Part 2).

Specific Requirements Summary

The Contractor shall provide all services and personnel necessary to operate a successful EAP program, which includes the processes and services of: Intake Services; Diagnostic services; Case File Management; Follow-up Service; Telephone Consultation Services; Referral Services; Supervisor/Management Consultation Services; Promotional Materials; Supervisory Orientations; Employee Orientations; Reports; Legal, Financial and

Work-Life Services; Outreach Activities; Quality Control; Continuous Quality Improvement (CQI); and EAP Website. The Contractor will administer and manage the EAP and EAP staff; respond to issues and maintain compliance with applicable regulations, rules and policies; provide efficient and effective liaison with the EAP Manager/COR; and assess established health insurer's programs or services of other social service agencies for referral potential.

- a. **Supervision/Management.** The Contractor shall prepare work schedules for Contractor employees, supervise and control the method by which the Contractor performs the service. The Contractor shall define the specific duties of individual contractor employees.
- b. **General Requirements for Contractor Personnel and Affiliates.** The Contractor shall provide skilled personnel who are fluent in English, and shall provide the supervision/management and administrative services necessary to successfully meet NRC requirements.
 1. The Contractor and Contractor employees shall conduct only business covered by this contract during periods paid for by the NRC and shall not conduct any other business on NRC premises.
 2. Federal regulations prohibit the use of any controlled substances and alcoholic beverages while Contractor employees are working on Federal property or in Federal installations. All Contractor personnel shall be made aware of these requirements prior to placement, and sign a statement to that effect.
 3. All personnel serving under this Contract are employees or affiliates of the Contractor. Validation of qualifications to perform services described herein is the responsibility of the Contractor.
 4. Contractor personnel are expected to conduct themselves in a professional and courteous manner at all times. Any personnel impaired by substance abuse or who uses violent/profane language, or conducts themselves otherwise in a manner construed to be threatening to themselves, others or Federal property, shall not be allowed to perform under this contract.
 5. If a contractor staff exhibit unusual behavior and/or a condition threatening to the orderly conduct of business during the course of an assignment, the Contractor will be responsible for removing the contractor employee from the facility and taking such other action as is appropriate and if necessary the NRC will apply their own security intervention.
 6. Personnel assigned to work on-site under this Contract are required to obtain a security clearance acceptable to the NRC. At least one principal staff member or counselor shall be a Substance Abuse Professional (SAP) available to counsel employees eligible for EAP services. A SAP shall have knowledge of, and clinical experience in, the diagnosis and treatment of alcohol and controlled substance-related disorders.

7. On-site counselors/consultants must meet specific professional qualifications and perform duties as outlined in sections C.8.
8. All on-site counselors and contractor affiliate counselors must be licensed or certified in their respective states and never have been barred from practice anywhere in the United States.
9. The EAP Manager/COR may request contractor management staff to interface directly with Regional staff for administrative or training purposes. Any administrative travel by Contractor management staff is subject to prior approval by the COR. If approved, reimbursement will be on an actual cost basis in accordance with Federal Travel Regulations.
10. Contractor management will coordinate with the EAP Manager/COR to address administrative issues related to the assignment and placement of on-site counselors.
11. Trainers conducting outreach activities must have previous experience providing training of various topics to large or small groups of people from diverse cultures.
12. The Contractor must endeavor to provide a stable staff with low turnover; and attempt to provide the same counselor for employees during their rehabilitation plan to maintain continuity of services as well as to lend credibility to the EAP.
13. The Contractor shall maintain a list of qualified replacement personnel to cover employees' leave or replacement.
14. Replacements for identified key personnel (who are hired to cover planned leave periods) must meet the same employment and security criteria; and, are subject to the same reviews as key personnel.

SPECIFIC TASKS

TASK 1 INTAKE SERVICES

Requirement:

The Contractor shall provide intake services for NRC employees through a toll-free, twenty-four (24) hour a day, seven (7) day a week, three hundred and sixty-five (365) day a year, handicap accessible (TTY) teletypewriter or TDD (terminal for Deaf and Disabled) telephone service (including crisis capability with psychiatric backup). Should an employee require diagnostic services, an appointment with a local treatment provider shall be made for the employee within twenty-four (24) hours of the initial contact and the appointment shall take place within three (3) days of the initial contact. When the initial contact occurs on weekends or holidays, the appointment shall be scheduled within 24 hours of the next business day and the appointment shall take place within 3 days of the next business day. The estimated number of employees requiring intake services is 4-5 percent of approximately 3,928 people.

Standard:

Appointments shall be scheduled within twenty-four (24) hours of the initial contact.

Quality assurance surveillance plans:

A Client Satisfaction Survey developed by the Contractor and approved by the COR measuring this standard, will be given to all individuals accessing services. The ratings given in the Client Satisfaction Surveys are to be reported to the COR.

Acceptance Criteria:

No more than one appointment is not scheduled within twenty-four (24) hours of the initial contact within a one month period.

TASK 2 DIAGNOSTIC SERVICES

Requirement:

Diagnostic services shall be available to employees between 8:00 a.m. and 8:00 p.m., Monday through Friday in the time zone where service is provided. The Contractor shall provide for this service by arranging the session(s) to accommodate employee's transportation within the lesser of a one (1) hour drive or fifty (50) mile radius from the employee's home or work location. Emergency appointments shall be available on Saturdays, Sundays, and holidays. The estimated number of employees requiring diagnostic services is 4-5 percent of approximately 3,928 people.

The Contractor shall provide diagnostic services which shall include up to six (6) visits, per "presenting problem/issue" per year, for each employee and family member. Diagnostic services shall include evaluation, assessment and initial counseling directed toward identifying and assessing the complexity of the employee's problem, which may be affecting his/her, job performance.

Diagnostic sessions shall focus on the elements listed below:

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

Standard:

Diagnostic services are available between 8:00 a.m. and 8:00 p.m., Monday through Friday and emergency appointments available on Saturdays, Sundays and holidays in the time zone where service are provided and focus on the elements listed in C.4.2.1.

Quality assurance surveillance plans:

A Client Satisfaction Survey developed by the Contractor and approved by the COR, measuring this standard, will be given to all individuals accessing services. The ratings given in the Client Satisfaction Surveys are to be reported to the COR.

Acceptance Criteria:

No more than one time per month are diagnostic services not available between 8:00 a.m. and 8:00 p.m., Monday through Friday or emergency appointments not available on Saturdays, Sundays and holidays in the time zone where service is provided.

TASK 3 CASE FILE MANAGEMENT

Requirement:

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

Standard:

1. Case files shall be maintained using a case numbering system, rather than by name.
2. The list of employee code numbers with corresponding names shall be retained in a separate locked file.
3. The employee number assignment shall be maintained, regardless of whether the case file is open, closed or has been destroyed.
4. The case file shall include the following: recording the employees' needs assessment, documenting the status of the treatment plan, assuring there is appropriate consultation between the referral agent and the treatment provider, and verifying involvement of collateral agents as necessary (e.g., family members, management, union, etc.). The system shall also provide for follow-up with the employee and collateral agents, and for assisting the employee and supervisor with job re-entry issues.
5. Case files shall include releases, verification that the employee was made aware of confidentiality provisions, and pertinent supervisor referral information.

6. The Contractor shall retain records:

- three (3) years from the last date that the employee contacted the EAP;
- as required by the jurisdiction where the records are generated or kept, or;
- if the employee has been terminated, three (3) years from the official date of termination or until any claim, litigation, or appeal is resolved, whichever is longer. Termination may be verified by the EAP Manager/COR.

The estimated number of employees requiring a case file is 4-5 percent of approximately 3,928 people.

Quality assurance surveillance plans:

Client Case File may be spot-checked for compliance with this standard. Client names and specific identifying information will be redacted from the records prior to inspection.

Deliverables:

Case Files will be available upon request of the COR.

Acceptance Criteria:

Case files shall be kept in accordance with the standards provided in C.4.3.2.

TASK 4 FOLLOW-UP SERVICES

Requirement:

The Contractor shall maintain contact with the treatment provider selected for referral to determine the employee's progress. Contact with the employee shall also be maintained to determine progress in treatment. The nature and the severity of the employee's problem shall determine the frequency and the duration of follow-up. The estimated number of employees requiring follow-up services is 4-5 percent of approximately 3,928 people.

Standard:

Follow-up services are available between 8:00 a.m. and 8:00 p.m., Monday through Friday in the time zone where service is provided.

Quality assurance surveillance plans:

A Client Satisfaction Survey developed by the Contractor and approved by the COR, measuring this standard, will be given to all individuals accessing services. The ratings given in the Client Satisfaction Surveys are to be reported to the COR.

Acceptance Criteria:

No more than one time per month are follow-up services not available between 8:00 a.m. and 8:00 p.m., Monday through Friday in the time zone where service is provided.

TASK 5 TELEPHONE CONSULTATION SERVICES

Requirement:

The Contractor shall provide telephone consultation within 48 hrs. after requested, for the following:

- For financial, legal, elder and child care referrals when appropriate. Appropriateness is determined by assessment of the employee's needs.
- For cases where employees are located at remote sites that are not readily accessible to EAP counselors or in crisis and emergency situations that require immediate therapeutic intervention. These situations should be followed with face-to-face sessions within 24 hrs. of receipt of a telephone request.

The estimated number of employees requiring telephone consultation services is 4-5 percent of approximately 3,928 people.

Standard:

Telephone consultation shall meet the requirement stated in C.4.5.1 above.

Quality assurance surveillance plans:

A Client Satisfaction Survey developed by the Contractor and approved by the COR, measuring this standard, will be given to all individuals accessing services. The ratings given in the Client Satisfaction Surveys are to be reported to the COR.

Acceptance Criteria:

No more than one time per month is telephone consultation not provided within 48 hrs. after requested.

TASK 6 REFERRAL SERVICES

Requirement:

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

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

The Contractor staff and/or affiliates shall provide motivational counseling in conjunction with their referral service to provide maximum encouragement to an employee to enter and complete treatment. The estimated number of employees requiring referral services is 4-5 percent of approximately 3,928 people.

Standard:

Employees or eligible family members shall not be referred to the counselor or an affiliate who they have been seeing for diagnostic services unless, due to geographic circumstances, the employee is unable to obtain services within one (1) hour commute (or other unusual circumstances). Employees shall be offered three (3) referral resources.

Quality assurance surveillance plans:

A Client Satisfaction Survey developed by the Contractor and approved by the COR, measuring this standard, will be given to all individuals accessing services. The ratings given in the Client Satisfaction Surveys are to be reported to the COR.

Acceptance Criteria:

No more than one time per month are employees not offered three (3) referral resources.

Additional Guidance and/or References:

In cases where self or an affiliate treatment referral is appropriate, prior approval must be obtained from the EAP Manager/COR. It is understood this approval will only be provided in unusual circumstances.

TASK 7 SUPERVISOR/MANAGEMENT CONSULTATION SERVICES

Requirement:

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

The Contractor shall advise supervisors, management officials, union representatives and other key NRC personnel, on how to assist in making an EAP referral, with special focus on client confidentiality requirements. The estimated number of employees requiring supervisor/management consultation services is 4-5 percent of approximately 500 people.

Standard:

Supervisor/Management Consultation Services shall be provided within 12 hrs. after requested.

Quality assurance surveillance plans:

The Contractor shall develop and deliver a report on this standard to the EAP Manager/COR every month, containing problems, disposition, and evidence of follow-up or coordination with NRC resources or staff.

Deliverables:

Delivery of the report.

Acceptance Criteria:

No more than one time per month are Supervisor/Management Consultation Services not provided within 12 hrs. after requested.

TASK 8 PROMOTIONAL MATERIALS

Requirement:

The Contractor shall provide promotional materials that emphasize the confidential nature of the EAP. Promotional materials shall be customized for NRC needs and shall include, but not be limited, to the following:

1. Informational brochures highlighting EAP topics of employee interest
2. Posters;
3. Newsletters;
4. Initial introduction letter to the NRC;
5. Annual introduction letter to the employees;
6. Supervisor training manual;
7. Wallet cards;

General Requirements:

1. All original and subsequent promotional materials shall have the EAP Manager/COR's approval prior to general use.
2. The production and mailing of all promotional materials distributed to the NRC personnel shall be the responsibility of the Contractor. The EAP Manager/COR will provide the Contractor with mailing information at start-up, to facilitate distribution to the NRC's Regional Offices. Regional offices will be responsible for distribution to the nuclear plant sites.
3. The EAP Manager/COR shall receive additional promotional materials equal to ten (10) percent of the total distribution for the NRC. These materials shall be retained as a backup distribution resource. This additional material shall not exceed 400 pieces of each type.
4. To account for attrition, the NRC shall receive an extra supply of supervisor training manuals equal to ten (10) percent of their supervisory population (See Section C.4.7.1).

Promotional material specific content and distribution:

1. Informational Brochures: These brochures highlight EAP topics which would be of employee interest and shall include, but not be limited to how to obtain EAP services, what services are available, and for whom.
 - a. Brochures shall contain a tear-out wallet-size card; made available to the NRC employees during orientations, supervisor training sessions, and at all outreach activities.
 - b. Brochures shall be distributed to all NRC employees via either the EAP Manager/COR or the Regional Office contact on an as needed basis after initial start-up.
2. Posters: Topical posters shall be distributed to the EAP Manager/COR or the Regional Office contact at a ratio of one poster per fifty (50) employees. For work sites with less than fifty (50) employees, one poster shall be distributed. The EAP Manager/COR and the Regional Office contact are responsible for ensuring that key sites at their facilities have posters.
3. Training Manuals: Supervisor training manuals shall be provided to the EAP Manager/COR or the Regional Office contact for distribution to all supervisors. In addition to the printed version, an electronic version shall also be made available for distribution via the Internet. The manual shall include the following informational content:
 - a. purpose of the EAP;
 - b. accessing the EAP;
 - c. range of personal problems covered;
 - d. services provided;
 - e. identifying the employee facing troubling times;
 - f. supervisor's role in the referral process; and,
 - g. confidentiality requirements.

Standard:

All materials identified in C.4.8.1 shall be provided within one (1) month after startup, and as directed by the NRC EAP Manager/COR, and shall meet the general requirements stated in C.4.8.1.

Quality assurance surveillance plans:

Contractor shall obtain evidence of receipt of promotional materials from recipient, and forward to EAP Manager/COR. Quality and timeliness shall meet requirements of the standard.

Deliverables:

Promotional Materials provided within one (1) month after startup and as directed by the EAP Manager/COR.

Acceptance Criteria:

No more than one time per month are promotional materials not provided within 10 days after requested.

Additional Guidance and/or References:

All materials identified above shall be distributed as directed by the NRC COR based on survey and response of the NRC.

NRC Furnished Materials and Equipment:

Camera ready art work shall be provided to the Contractor by the EAP Manager/COR so that promotional materials can be customized to the NRC.

TASK 9 SUPERVISORY ORIENTATIONS (OPTIONAL TASK)

Requirement:

The Contractor shall provide orientation sessions for one-hundred (100) percent of the NRC's supervisors. The number of supervisors is not expected to exceed 500. The orientation sessions for supervisors will be held at the NRC's Regional locations and Headquarters, shall be coordinated with the Regional contacts and the COR, and scheduled within ninety (90) days of contract award. The orientations shall include, but not be limited to availability of advice and consultation for supervisors; basic distinction between supervision and counseling; general principles of crisis management; need for supervisors to emphasize privacy and confidentiality; informal and formal referrals; methods of reporting breakdown of adequacy or continuity of treatment; basic concepts of mental health, illness, alcoholism and substance abuse, treatment methods and prognosis; techniques used to identify violence in the workplace.

Supervisor Orientation Videos/DVDs:

Supervisor orientation videos/DVDs shall be provided to the EAP Manager/COR. Supervisory training videos/DVDs shall be, approximately thirty (30) minutes in length, shall be submitted in a draft form for approval of the EAP Manager/COR within sixty (60) days; and in final form within ninety (90) days after the date of the contract award. The video/DVD should cover subjects listed in the Supervisor Orientation Manual, as well as how to make an effective supervisory referral to the EAP for performance or conduct issues. Supervisor orientation videos or DVDs, shall be distributed to the EAP Manager/COR at a ratio of two (2) each per NRC Regional Office site and/or one (1) each per three hundred (300) employees at NRC Headquarters. The format shall be at the Contractor's discretion, and shall not exceed a total of 25. An option to also have an electronic version of the Supervisor Orientation video is preferred.

Supervisory Training Manual:

Each supervisor attending an orientation session shall receive a copy of the supervisory training manual.

Evaluation Forms:

The contractor shall develop and provide Supervisor Orientation Evaluation forms to, and request written evaluations from each employee participating in the orientation sessions.

Standard:

Supervisory Orientation shall be scheduled within ninety (90) days after contract award and shall include all items listed in C.4.9.1 above. A Supervisory Orientation Video/DVD approximately thirty (30) minutes in length shall be provided on time, and shall meet the general requirements stated in C.4.9.1.

Quality assurance surveillance plans:

The Supervisor Orientation Evaluation developed by the Contractor, will be given to all participants and then given to the training coordinator, who will send the information to the COR.

Acceptance Criteria:

The Supervisory Orientation and Supervisory Orientation Video/DVD shall be completed on time. No more than one valid complaint is received concerning the Supervisory Orientation and the Supervisory Orientation Video/DVD for each training session.

Meetings and Travel:

Travel by Contractor's staff must be approved by the EAP Manager/COR.

Additional Guidance and/or References:

This task shall be exercised during the base year of the contract and all subsequent years for this task are optional.

TASK 10 EMPLOYEE ORIENTATIONS (OPTIONAL TASK)

Requirement:

Orientation sessions for employees will be held at the NRC's Headquarters and five Regional Office locations. Employee Orientation sessions shall be coordinated with the Regional Office contacts and PO, and scheduled within ninety (90) days the contract award. The orientations shall include, but not be limited to, how to obtain EAP services, its purpose, what services are available and for whom. The estimated number of employees requiring an employee orientation is approximately 3,928 people.

Employee Orientation Videos/DVDs:

Employee orientation videos/DVDs shall be provided to the EAP Manager/COR and the Regional Office contacts. Videos/DVDs will be the mechanism used for employee orientations in locations with employee populations of less than thirty (30) confirmed employees. The employee orientation video shall be approximately fifteen (15) minutes in length, and shall include, but not be limited to, how to obtain EAP services, what services are available and for whom. The video/DVD shall emphasize the confidential nature of the EAP services. The Contractor shall be responsible for the maintenance, scheduling, and mailing of the videos/DVDs to the EAP Manager/COR and the Regional Office contacts. Employee orientation videos or DVDs, shall be distributed to the EAP Manager/COR at a ratio of two (2) each per NRC Regional Office site and/or one (1) each per three hundred (300) employees at NRC Headquarters. The format shall be at the Contractor's discretion, and shall not exceed a total of 25. An option to also have an electronic version of the Employee Orientation video is preferred.

EAP Brochure:

The Contractor shall provide an EAP brochure for each employee at all employee orientations.

Evaluation Forms:

The contractor shall develop and provide Employee Orientation Evaluation forms to, and request written evaluations from each employee participating in the orientation sessions.

Standard:

Employee Orientation shall be scheduled within ninety (90) days after contract award and shall include all items listed in C.4.10.1 above. An employee orientation video/DVD approximately fifteen (15) minutes in length shall be provided on time, and shall meet the general requirements stated in C.4.10.1.

Quality assurance surveillance plans:

The Employee Orientation Evaluation developed by the Contractor, will be given to all participants and then given to the training coordinator, who will send the information to the COR.

Deliverables:

The Employee Orientation Video/DVD shall be submitted to the EAP Manager/COR in a draft form, for approval within sixty (60) days; and in final form within ninety (90) days after the date of contract award.

Acceptance Criteria:

The Employee Orientation and Employee Orientation Video/DVD shall be completed on time. No more than one valid complaint is received concerning the Employee Orientation and the Employee Orientation Video/DVD for each training session.

Meetings and Travel:

Travel by Contractor's staff must be approved by the EAP Manager/COR.

Additional Guidance and/or References:

This task shall be exercised during the base year of the contract and all subsequent years for this task are optional. The NRC is responsible for identifying employee orientation participants and ensuring that those scheduled are in attendance.

TASK 11 LEGAL, FINANCIAL, AND WORK-LIFE SERVICES

Requirement:

The Contractor shall provide legal, financial, and work-life services. Legal services shall include, but not be limited to, follow-up letters to third parties, review of documents, wills, and power of attorney. Financial services shall include, but not be limited to, general tax information, financial planning, investment strategies, and family budgeting and debt reduction. Work-life services shall include, but not be limited to, finding child or elder care, planning for college, relocating to a new city, entertaining family and friends, finding pet care, purchasing a car, and home repair. The Contractor shall, within thirty (30) days after contract award, submit via electronic mail to the EAP Manager/COR, written protocols and procedures for providing legal, financial, and work-life services to NRC's employees. The estimated number of employees requiring legal, financial and work-life services is 4-5 percent of approximately 3,928 people.

Network of Licensed Attorneys:

The Contractor shall be responsible for managing a network of screened, credentialed, and insured attorneys. The Contractor shall be responsible for providing employees/family members with access to experienced attorneys in the state in which the employee/family member resides.

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

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

Network of Financial Advisors:

The Contractor shall be responsible for managing a network of screened, independent financial advisors. The Contractor shall be responsible for providing employees/family members with access to experienced financial advisors in the state in which the employee/family member resides.

The Contractor shall ensure that attorneys and financial advisors do not engage in "sales", offer products, to take commissions from employees/family members through this contract.

Standard:

Legal, financial, and work-life services shall be provided as stated in section C.4.11.1 and the Contractor shall provide via electronic mail to the EAP Manager/COR, within thirty (30) days after contract award, written protocols and procedures for providing legal, financial, and work-life services to NRC's employees.

Quality assurance surveillance plans:

A Client Satisfaction Survey developed by the Contractor and approved by the COR, measuring this standard, will be given to all individuals accessing services. The ratings given in the Client Satisfaction Surveys are to be reported to the COR.

Deliverables:

The Contractor shall, within thirty (30) days after contract award, submit via electronic mail to the EAP Manager/COR, written protocols and procedures for providing legal, financial, and work-life services to NRC's employees.

Acceptance Criteria:

The written protocols and procedures for providing legal, financial, and work-life services to NRC's employees shall be submitted on time. No more than one valid complaint is received concerning the services provided each month.

TASK 12 OUTREACH ACTIVITIES

Requirement:

Contractor shall provide outreach activities to NRC offices located outside a fifty (50) mile radius of its Headquarters location (travel in excess of fifty (50) miles requires advance EAP Manager/COR approval).

Outreach activities shall include but not limited to informational services such as educational workshops (e.g., How to Deal with Stress, Critical Incident Stress Management, Conflict Resolution (defined in Section C.10), employee and supervisor related training not already provided by the on-site EAP consultant). Critical Incident Stress Management (CISM) describes counseling and debriefing services targeted at employees who have experienced a traumatic event. It helps decrease emotional stress and increase overall employee functioning. All outreach activities shall emphasize access to and utilization of EAP services. The estimated number of employees requiring outreach services is 4-5 percent of approximately 3,928 people.

General Outreach:

1. With the exception of its Headquarters locations already served by an on-site consultant, the Contractor shall provide additional outreach activities. The amount and complexity of CISM services is difficult to predict due to the nature of disasters, but is not expected to exceed two per year. Other outreach activities are not expected to exceed six per year. Travel by the Contractor's staff must have prior approval of the EAP Manager/COR. Topics, dates, times, and sites for outreach activities are coordinated between the EAP Manager/COR and the Contractor.-
2. The Contractor shall make every attempt to provide outreach activities using resources efficiency in order to reduce potential travel costs.
3. When the requested outreach activity is on "Drug-Free Workplace", educational seminars shall conform to NRC guidelines. The Contractor may request these guidelines from the EAP Manager/COR.
4. The Contractor shall request written evaluations from participants taking part in the outreach activities.
5. Trainers conducting outreach activities shall have previous experience in training large groups of people and be capable of providing the following basic educational programs: employee orientation, supervisor training, stress management, and substance abuse.

6. If the NRC requests an educational program that the on-site consultant is unqualified to present, the on-site consultant shall arrange a speaker from local community resources to provide the services. Examples of potential educational programs are as follows:

Organizational Planning and Change

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

Organizational Readiness

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

Employee Relations and Conflict Management

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

Worksite Wellness

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

Substance Abuse and Addictions

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

Balancing Work and Life

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

Standard:

Outreach activities shall be provided as stated in section C.4.12.1.

Quality assurance surveillance plans:

The Participant Evaluation Form developed by the Contractor measuring this standard, will be given to all participants and then given to the training coordinator, who will send the information to the COR.

Deliverables:

Training or Debriefing.

Acceptance Criteria:

No more than one time per month are Outreach Activities not provided within 21 days after requested. No more than one valid complaint is received per training or debriefing.

Meetings and Travel:

Travel by the Contractor's staff must have prior approval of the EAP Manager/COR.

NRC Furnished Material and Equipment:

Audio-visual Equipment will be provided by the NRC.

TASK 13 EAP WEBSITE

Requirement:

The Contractor shall provide all necessary personnel and technical support to implement a comprehensive EAP Website, accessible by Internet. The EAP Website shall be compliant with Section 508 of the Americans with Disabilities Act as amended. These regulations may be found at <http://www.access-board.gov/508.htm>. Website privacy policies shall be in accordance with appropriate NRC regulations. The EAP Website shall allow employees and family members to seek information on various EAP-related topics.

Standard:

An EAP website shall be operational within thirty (30) days after contract award.

Quality assurance surveillance plans:

The EAP COR, along with other NRC resources, will periodically check the EAP website for compliance with the standard.

Acceptance Criteria:

An EAP website shall be operational within thirty (30) days after contract award. No more than three valid complaints are received concerning the EAP website each month.

TASK 14 OPTIONAL ADDITIONAL OUTREACH ACTIVITIES

Outreach activities shall include but not limited to informational services such as educational workshops (e.g., How to Deal with Stress, Critical Incident Stress Management, Conflict Resolution (defined in Section C.10), employee and supervisor related training not already provided by the on-site EAP consultant). Critical Incident Stress Management (CISM) describes counseling and debriefing services targeted at employees who have experienced a traumatic event. It helps decrease emotional stress and increase overall employee functioning.

These activities are additional activities that exceed the max annual outreach activities noted in Task 12 and are not included in CLIN 002 EAP & Worklife Services monthly firm fixed price.

DELIVERABLES/REPORTS

Requirement:

All required reports shall be submitted to the EAP Manager/COR unless otherwise specified. The Contractor shall submit program utilization reports quarterly and annually. The reports shall include, but not be limited to problem area, type of referral (e.g., self, supervisory, etc.), treatment recommendation (e.g., self help, therapy, etc.), client location (e.g., Headquarters, Region I, etc.). Quarterly and annual reports are to be submitted via electronic mail within ten (10) business days of the end of the reporting period and shall include statistics for hourly usage of all on-site counselors/consultants. In addition, documentation of consultations with supervisors shall be included in quarterly reports. All reports shall be in electronic format compatible with Microsoft Office Suite 2010 and sent via electronic mail.

The following shall be identified within the reports:

1. Based on analyses of utilization statistics for the NRC, high utilization of more than ten (10) percent or low utilization of less than three (3) percent shall be identified. A plan shall be developed by the Contractor to determine the cause for the high or low utilization, and what training or other needs are necessary to bring the utilization rate in check, subject to approval by the EAP Manager/COR.
2. Within six (6) months after the contract award date, the Contractor shall submit a plan to assess the employees' and supervisors' perception of the EAP. Upon approval by the EAP COR, the Contractor shall implement the assessment plan within sixty (60) days of approval or six (6) months after the inception of the contract, whichever is later. At a minimum, the assessment shall include:
 - a. A method of surveying EAP users, including employees, family members and supervisors, about their experiences and overall satisfaction with the services provided in areas such as, but not limited to, promptness, quality, and helpfulness of provided services (survey shall preserve the anonymity of the users from the NRC);

- b. A balanced survey of employee and supervisor comments (without identifying employees) about experiences with the EAP;
- c. A summary of activities, including statistics of EAP utilization and the education and outreach activities carried out by the Contractor;
- d. Major problems and/or obstacles encountered and how these were resolved or dealt with;
- e. Major successes of the EAP;
- f. An "Executive Summary" of the findings, describing the statistics and summarizing of the findings, and;
- g. Conclusions, recommendations, and target goals for delivery of EAP services.

Standard:

Quarterly and annual reports shall be completed within ten (10) business days after the reporting period, and a plan to assess the employees' and supervisors' perception of the EAP shall be submitted to the EAP within six (6) months after the contract award date, and the plan shall be implemented within sixty (60) days, or six (6) months after the inception of the contract, whichever is later.

Quality assurance surveillance plans:

Completion as specified above in the Requirements Section, and approval by the EAP Manager/COR.

Deliverables:

Quarterly and annual reports are to be submitted via electronic mail within ten (10) business days of the end of the reporting period.

Acceptance Criteria:

A plan to assess the employees' and supervisors' perception of the EAP shall be completed on time. No more than one time are quarterly and annual reports not provided within ten (10) business days after the reporting period.

Continuous Quality Improvement (CQI) Plan

The Contractor shall establish and maintain a comprehensive Continuous Quality Improvement (CQI) system for measuring, evaluating, and improving performance of clinical and administrative services provided under the terms of the contract.

Kick-Off Meeting:

Within seven (7) days of contract award, the contractor shall participate in a one hour meeting via conference call with the NRC COR and designated NRC technical representatives. The purpose of the meeting will be to ensure that all parties involved have a common understanding of the goals and expected results, as defined in the contract. There should also be a consensus about the performance requirements and administrative procedures that must be followed in accordance with contract terms and conditions.

Program Plan:

Within thirty (30) days of contract award, the Contractor shall submit via electronic mail to the EAP Manager/COR for review and approval, a written CQI Program Plan. The CQI Program Plan shall

address items such as the structure of the CQI program, program intent and goals, and committee structure and composition.

Annual CQI Work Plan: Within thirty (30) days of the beginning of each fiscal year, the Contractor shall submit via electronic mail to the EAP Manager/COR for review and approval, an annual CQI Work Plan. The annual plan shall include, but not be limited to:

1. Key indicators identified to be measured and evaluated during the fiscal year;
2. The Standards/goal/benchmark for each item;
3. Data collection frequency;
4. Reporting time frame;
5. Data sources/methodology;
6. Actions in place for meeting the standard/goal/benchmark; and,
7. Special studies and/or initiatives

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

Annual Work Plan Evaluation:

Within thirty (30) days of the end of the fiscal year, the Contractor shall submit via electronic mail to the EAP Manager/COR an annual Work Plan Evaluation CQI report. This report shall include key indicators, standards, evaluation of annual performance against the standards, summary of actions taken to improve performance, and the results of those actions.

Quarterly CQI Reports:

Within fifteen (15) days after the end of the quarter the Contractor shall submit via electronic mail to the EAP Manager/COR, a CQI report. Reports shall include:

1. Status of key indicators against the standards or baselines, actions developed to improve performance, and results of those actions.
2. Narrative statistical reports.
3. Training evaluations and client satisfaction surveys and statistical analyses.
4. The Contractor shall provide a report that details counseling activities for the previous quarter, including number of sessions (per employee and family member) and number of hours of training per NRC location delivered. In this report, the Contractor shall also list any other services provided during the quarter.

The Contractor shall describe any methods for continuous quality improvements that they would recommend.

Standard:

All plans and reports shall be provided on time and shall meet the requirements stated above.

Quality assurance surveillance plans:

Delivery of plans and reports according to the standard, and verification by the EAP Manager/COR, that they are complete according to the requirements and the standard.

Deliverables:

Within thirty (30) days of contract award, the Contractor shall submit via electronic mail to the EAP Manager/COR for review and approval, a written CQI Program Plan.

Within thirty (30) days of the beginning of each fiscal year, the Contractor shall submit via electronic mail to the EAP Manager/COR for review and approval, an annual CQI Work Plan.

Within thirty (30) days of the end of the fiscal year, the Contractor shall submit via electronic mail to the EAP Manager/COR an annual Work Plan Evaluation CQI report.

Within fifteen (15) days after the end of the quarter the Contractor shall submit via electronic mail to the EAP Manager/COR, CQI reports.

Acceptance Criteria:

All plans and reports shall be submitted to the NRC on time.

QUALITY CONTROL

Requirement:

Quarterly, or as scheduled, meetings attended by the EAP Manager/COR and the Contractor Project Director may be held. This is expected to be no more than four per year. The purpose of these meetings will be to review the program and to provide an opportunity to raise questions or concerns.

1. The EAP Manager/COR will periodically audit Contractor records and services. The following elements will be sampled:
 - a. Case files will be reviewed for completeness, appropriateness of referral, and continuity of care.
 - b. Case files will be randomly audited for documentation that the numbers of visits recorded in the file's charts are consistent with the quarterly reports and monthly billing.
 - c. Program performance will be monitored in accordance with the services utilized by the NRC.
2. The COR will review utilization rates on a quarterly basis and a determination will be made concerning additional Outreach Activity if the rate of use so indicates.
3. The Contractor shall investigate, record, and report on all service complaints. A written summary of the facts and conclusions of the Contractor's investigation shall be submitted to the EAP Manager/COR within ten (10) workdays of the complaint.
 - a. The report shall include the date the complaint was reported, the source and nature of the complaint, and any remedial action taken.
 - b. The final resolution of the complaint shall meet the EAP Manager/COR's approval.
4. The Contractor shall implement management systems and controls for recording and monitoring workloads for all tasks. The systems shall be capable of providing historical and in-process workload data.

Standard:

A written summary of the facts and conclusions of the Contractor's investigation on service complaints shall be submitted to the EAP Manager/COR within ten (10) workdays of the complaint. All items listed in C.7.1 shall be submitted/completed in accordance with the guidance provided.

Quality assurance surveillance plans:

Validation by the EAP Manager/COR that the report is complete and that the Contractor has in good faith attempted to resolve any discrepancies or complaints.

Deliverables:

A written summary of the facts and conclusions of the Contractor's investigation on service complaints shall be submitted to the EAP Manager/COR within ten (10) workdays of the complaint.

Acceptance Criteria:

All items listed in C.7.1 shall be submitted on time and in accordance with the guidance provided.

QUALIFIED STAFF

"Qualified Staff" is made up of the professional clinicians who serve the employees covered by this contract. The professional "Qualified Staff" shall, for the duration of the contract, at a minimum meet the following criteria.

1. Shall hold a Masters and/or Doctorate degree from an accredited college or university recognized by the corresponding professional association(s) in a clinical mental health field.
2. Shall have a current state license or state certification to practice as a mental health practitioner (e.g., social worker, clinical psychologist, marriage and family counselor, and professional counselor) in the state(s) where practice takes place. If such licensure/certification is not available in that state, the individual shall hold appropriate certification from a recognized national certification organization or board.
3. Any staff person assigned to perform duties related to clients in other states (e.g., telephonic screening/triage, back-up for remote locations, short-term temporary case-management to ensure 24-hour service access and/or ongoing position filled during position vacancies or when a counselor is on leave) must be licensed or certified in the state where he/she is physically located and have adequate knowledge of the state laws governing mental health issues and clinical practice for the population they are serving. Clinical supervision and consultation must be available (24 hours a day) and used to ensure adequate knowledge of state laws is appropriately integrated into the delivery of services.
4. Shall be able to practice at the independent level without requiring state mandated clinical supervision.
5. Shall have demonstrated capability to complete accurate substance abuse assessments.

Key Personnel Functions

Clinical Director

1. The Clinical Director shall meet or exceed the requirements for "Qualified Staff" and, in addition, must be an experienced mental health clinician and clinical supervisor who has had at least ten (10) years of direct clinical supervisory experience, preferably in EAP or an EAP-related field. Certified Employee Assistance Professionals are preferred.
2. The Clinical Director shall be responsible for the management of all clinical duties necessary to ensure the optimal functioning of the EAP. The Clinical Director shall oversee the clinical policies, procedures and practices of all qualified clinical staff.
3. The Clinical Director shall oversee the discussion of priority cases. Priority cases include all of the following: cases involving alcohol and/or other drug use; risk, threats or actual acts of violence; child, elder or partner abuse/neglect; positive alcohol or other drug test results; settlement agreements including last chance; and other cases selected by the Counselor based upon need for consultation/supervision. Every priority case is to be reviewed on or before the third session with the client. Supervision shall be sought on each case when the Counselor assesses a risk of violence is present.
4. The Clinical Director shall: return phone calls within the same business day, of receiving a call or notification of a call, carry a cell phone and/or pager, and be available for emergencies.

Project Director:

1. The Project Director shall meet or exceed the requirements for "Qualified Staff" (as defined above) and in addition must be an experienced mental health clinician and administrator who has at least ten (10) years of health care administration experience and five (5) years of experience in the administration of a multi-state program, preferably an EAP. Certified Employee Assistance Professionals are preferred.
2. The Project Director shall have decision making authority on all matters pertaining to the Contractor's performance under the Contract, and shall be responsible for all administrative and management functions necessary for the optimal functioning of the EAP.
3. This individual shall serve as the focal point for contact with the NRC and shall oversee and coordinate communication between the EAP Manager/COR and the Contractor.
4. When the Project Director is unavailable, an Alternate Project Director shall be designated. The Alternate Project Director will function as the Acting Project Director and shall perform the same function as the Project Director in addressing issues raised by the NRC and provide the NRC with a thorough response in a timely manner.
5. The Project Director shall: return phone calls within the same business day, of receiving a call or notification of a call, carry a cell phone and/or pager, and be available for emergencies.

On-site Counselor:

The Contractor shall provide an on-site counselor to act as a consultant at the Headquarters location thirty-five (35) hours per week. The On-Site counselor/consultant shall provide the following services:

1. Clinical and outreach activities including employee orientation and supervisor orientation/training sessions when requested.
2. Program services and activities for the geographic location served.
3. Take telephone calls directly during regular working hours. When working off-site, during off hours, and on weekends and holidays, incoming telephone calls and requests for services shall be directed to the Contractor's central office.
4. Outreach activities for NRC locations within a fifty (50) mile radius of office locations. Travel in excess of fifty (50) miles requires EAP Manager/COR approval.
5. Collaborate with the NRC Health Center and Fitness Center staff, in designing educational programs as described in Task No. 13 – Outreach Activities, providing consultations regarding specific cases, and identifying NRC needs.
6. Periodically attend staff functions and other employee gatherings to promote and encourage program utilization.
7. Edit and writing EAP/Wellness-related articles for publication in NRC media. The number of articles is not expected to exceed two per quarter.
8. Present workshops on various EAP-related subject.

The following policy and procedures will govern the administration of the on-site counselor position(s):

1. NRC office space will be provided for an on-site consultant's location that permits anonymous entry and sufficient privacy for counseling. A telephone will also be provided. Access to TDY capability will also be provided.
2. The On-Site Consultant shall coordinate with the EAP Manager/COR for services required; office arrangements in Federal locations; and, other administrative issues.
3. On-site consultant travel, exceeding a local radius of fifty (50) miles from the permanent worksite to a temporary worksite is reimbursable with the prior approval of the EAP Manager/COR.
4. The on-site consultant is not required to work on regular or declared Federal Holidays.
5. Responsibility for any on-site consultant leave time and substitution during vacations resides with the Contractor but must be approved by the EAP Manager/COR.
6. Personnel assigned to work under this Contract will require a security clearance acceptable to the NRC.

7. The Contractor shall endeavor to provide a stable staff with low turnover and attempt to provide the same consultant for employees to maintain continuity in services as well as to lend credibility to the program.
8. The on-site consultant shall submit timesheets on a weekly basis to the NRC Contracting Officer's Representative to review and approve.

On-site Consultant Qualifications: The following qualifications apply to individuals performing services as on-site counselors:

1. Be a post-graduate-level mental health professional with at least two (2) years experience in the field of alcoholism and drug abuse (master preferred in social worker, counseling, or psychology) preferably with certification in chemical dependency. Have demonstrated proficiency in assessing and counseling individuals with substance abuse problems. Proficiency may be demonstrated through experience, certification, or continuing education.
2. Shall have a current state license or state certification to practice as a mental health practitioner (e.g., social worker, clinical psychologist, marriage and family counselor, and professional counselor) in the state(s) where practice takes place.
3. Have previous EAP experience working in a business setting and advising supervisors, managers, and union officials in dealing with employees experiencing troubles. Certified EAP Professionals (CEAP) are preferred.
4. Have at least three (3) years of experience in counseling and assessment.
5. Contractor assurance that sub-contracted counselors shall have the training, experience, and ability to communicate, understand, and work with employees from diverse ethnic and racial backgrounds.
6. Contractor assurance that all staff will maintain current licensure and certifications. Copies of these documents shall be provided on request.

Counselor Functions

Counselors

1. Counselors shall be responsible for the clinical assessment, counseling/problem solving, referral if appropriate, monitoring and follow-up services. Within this context, Counselors shall accept all referrals and offer clients the possibility of an initial appointment in a timely manner.
2. Staff and Affiliate Counselors shall be knowledgeable about Federal and State laws. Counselors shall, in every case involving risk of violence, and in compliance with the laws governing the specific locale, notify any intended victim(s) as well as local law enforcement officials of any threat of violence made by any client who presents a clear and present anger to self and/or others.
3. Staff and Affiliate Counselors shall be trained in the diagnosis and treatment of drug-related addictive diseases, counseling employees in the occupational setting, identifying drug use,

and the planning of drug treatment or rehabilitation programs.

4. The following are the Counselor responsibilities:

- a. The Counselor shall, prior to any client receiving services from the EAP, have the client sign the Statement of Understanding. Counselors shall advise the client that a decision to accept assistance is voluntary and that the counseling sessions provided by the EAP are free-of-charge (i.e., employee benefit).
- b. Until the Statement of Understanding is signed, the client shall not be considered an EAP client. In the event that telephone counseling is provided in lieu of face-to-face counseling, the Counselor shall read, or for deaf or hard of hearing review with the use of TTY, the Statement of Understanding with the client over the phone, and mail the Statement of Understanding to the client for signature. The client receiving service must sign the Statement of Understanding and mail it back to the Counselor in order to continue receiving additional EAP services.
- c. If a referred employee/family member refuses to sign the Statement of Understanding, the assessing Counselor shall document the refusal, state whether or not the person has read the form and provide the person with a referral to an appropriate alternative service. In emergency situations, Counselors shall offer EAP service prior to the signing of the Statement of Understanding. In such situations, Counselors shall attempt to have the Statement of Understanding signed as soon as possible after the crisis has subsided.

OVERALL PERFORMANCE STANDARDS AND DEDUCTION SCHEDULE

The NRC Contracting Officer's Representative (COR) will review contractor performance on a monthly basis upon receipt of the monthly voucher. The COR will determine if there has been any valid-deficiencies with the contractor's performance during the specified month. A "valid-deficiency" is a defined under the "Standard" in each task.

Failure by the Contractor to comply with any of the procedures and/or contract requirements stated in the contract shall constitute a "valid-deficiency" under this contract, unless the failure can be shown to be caused by circumstances beyond the Contractor's control.

No more than one (1) contract-deficiency shall be allowed by NRC per calendar-month period, in which the NRC-COR determines the discrepancy is a "valid-deficiency" for non-compliance with any contract requirements.

The contractor shall invoice monthly with a single invoice that includes a breakdown of the cost of all support provided during the previous calendar-month's period. For any month in which the Contractor fails to comply with the contract requirements, NRC reserves the right to deduct the following amounts from that month's total monthly invoice payment:

- 0-1 Valid-deficiencies per calendar-month period will result in no deduction;
- 2 Valid-deficiencies per calendar-month period will result in 2% of the total monthly invoice being deducted;
- 3 Valid-deficiencies per calendar-month period will result in 4% of the total monthly invoice being deducted;
- 4 Valid-deficiencies per calendar-month period will result in 6% of the total monthly invoice being deducted;

- 5 Valid-deficiencies per calendar-month period will result in 8% of the total monthly invoice being deducted;
- 6 Valid-deficiencies per calendar-month period will result in 10% of the total monthly invoice being deducted.

NOTE: Under the Performance Incentives listed above, NRC will not deduct more than a total of 10% from the monthly invoice.

The deductions listed above do not prevent NRC from taking other appropriate actions to correct performance problems under this contract.

DEFINITIONS

- a. **Affiliate Network.** For the purposes of this contract, the affiliate network is the group of counselors, clinicians, and other treatment providers with which the contractor has formal business relationships to provide services in areas outside the contractor's physical presence. Throughout this document these may be referred to as the affiliate network, affiliates, affiliate counselors, affiliate clinicians, or affiliate providers.
- b. **NRC.** The U.S. Nuclear Regulatory Commission.
- c. **Alcohol Abuse or Alcoholism.** A treatable health condition in which an employee's work performance or conduct may be impaired as a direct result of the use of alcohol. "Handicapped individuals" for purposes of the Rehabilitation Act of 1973 include alcoholics.
- d. **Assessment.** A phase of the EAP process during which a Contractor's counselor interviews the employee to determine the nature of the presenting problem and develops an action plan. This phase results in the opening of a new case file or reopening an existing case file.
- e. **Case Management.** The process by which an employee's movement after assessment is guided and monitored. This activity involves keeping track of the employee's progress during treatment on an on-going basis, through contacts with the employee and collateral agents such as the employee's supervisor, and community resource(s) which the employee may be involved with as part of the treatment plan. Such contacts are to be made on a periodic basis to ensure that the employee is progressing and to modify the treatment plan as required.
- f. **Child Care Referral.** The EAP directs employees to community resources that have information regarding licensed childcare facilities. The referral can be made via phone, mail, or website. The EAP does not make direct referrals to specific child care facilities, agencies or providers; rather, it provides assistance in contacting licensing departments for a listing of available resources in a community.
- g. **Community Resources.** Agencies and individual practitioners accessible to an EAP client population. Such resources include, but are not limited to, hospitals and other in-patient/out-patient treatment facilities; alcohol/drug treatment centers, family counseling services; financial counseling services; and self-help groups.
- h. **Conflict Resolution.** Process of attempting to resolve a dispute or a conflict. Successful conflict resolution occurs by listening to and providing opportunities to meet each side's

needs, and adequately address their interests so that they are each satisfied with the outcome. Conflict Practitioners talk about finding the win-win outcome for parties involved, vs. the win-lose dynamic found in most conflicts.

- i. **Counseling.** Professional psycho-educational, problem-solving services as provided by psychiatrists, psychologists, social workers, and/or other mental health providers who have a license or certification from the State(s) in which they practice.
- j. **Critical Incident/Crisis Intervention.** An emotionally traumatic occurrence or situation taking place at a worksite. Examples of situations that may require this type of intervention include, but are not limited to: a fatality at the worksite; large-scale natural disaster; or the death of an employee.
- k. **Drug Abuse.** A treatable health problem in which an employee's work performance or conduct is impaired from using drugs that are mind-altering or psychotropic in affect. Drug abuse is a handicapping condition under the Rehabilitation Act of 1973.
- l. **Drug Free Workplace Plan.** The Drug Free Workplace Plan is an NRC specific plan developed in accordance with Executive Order 12564 (Drug-Free Federal Workplace, 1986).
- m. **EAP (Employee Assistance Program).** A mechanism to provide professional help for personal problems such as drug or alcohol related issues; family; emotional; personal; and/or medical concerns. The EAP can be accessed by referral through self, union, co-worker, family, supervisor, or medical staff.
- n. **EAP Manager/COR.** The NRC's point of contact (POC), also serving as Contracting Officer's Representative (COR). The individual identified by the NRC as the focal point for contract responsibility to coordinate contract management with the Contractor and the Contracting Officer. If this individual is not available, the Alternate COR and/or his or her supervisor can make approvals based on elements in this Statement of Work.
- o. **Elder Care.** The EAP directs employees to community resources that have information regarding licensed elder care facilities. The referral can be made via phone, mail, or website. The EAP does not make direct referrals to specific elder care facilities, agencies or providers; rather, it provides assistance in contacting licensing departments for a listing of available resources in a community.
- p. **Evaluation of Services.** A process of ascertaining employee and NRC satisfaction with the services provided as a result of contracting and working with the EAP.
- q. **Family Member.** A family member is either a relative of an employee or someone in a primary relationship with an employee. A family member can be described as anyone who is dependent upon the Federal employee for at least 50% of his or her financial support. This can include exchange students, students away at college, and children residing with an ex-spouse.
- r. **Financial Assistance.** The EAP Contractor provides referrals for financial assistance including, but not limited to, referrals for debt consolidation, credit counseling, or bankruptcy issues via phone, mail, or website. The EAP is responsible for connecting the employee with appropriate referral resources. However, the EAP is not responsible for locating direct sources of money (e.g., the EAP can provide a referral to Catholic Charities to assist an

employee with housing needs). The EAP focuses on identifying employee needs and potential resources for support based on the employee's ability to pay.

- s. **Local Travel.** Local travel is travel conducted on official business within a 50-mile radius of the official duty station. This does not include travel to and from work or parking.
- t. **Management Consultation.** Meetings and/or discussion between a management official and a contracted EAP staff member. The purpose of the consultation is to discuss potential management issues and to help guide the NRC in making decisions.
- u. **Outreach Activities.** Worksite activities that may be of an educational or a clinical nature. Such activities may include, but are not limited to, employee orientations and supervisory training, "after start-up" initiatives, training, educational seminars, critical incident stress debriefings, conflict mediation, and other fee-for-service options.
- v. **Referrals.**
 - a. **Formal Supervisory Referral.** The referral of an employee to the EAP by the EAP Manager/COR or a supervisor on the basis of deteriorating or unacceptable work performance or conduct.
 - b. **Informal Referral.** The referral of an employee to the EAP by a supervisor, family member, co-worker, or union representative because of a problem that may be, but is not necessarily, work performance or conduct oriented.
 - c. **Referral as an Element of the Assessment Process.** The referral of an employee by an EAP counselor to one or more "community resources" based on assessment and problem identification.
 - d. **Self-Referral.** The voluntary, self-initiated use of the EAP by an employee or family member.
- w. **Rehabilitation Agreement.** A rehabilitation agreement is developed in collaboration between the contractor and the EAP Manager/COR, with input from NRC Security staff. The Rehabilitation Agreement details treatment and administrative steps to be taken by the employee to resolve problems in an effort to return the employee to full work performance and appropriate behavior. The Rehabilitation Agreement must follow procedures established by the NRC Drug Free Workplace Plan.
- x. **Substance Abuse Professional (SAP).** A SAP is a licensed physician (medical doctor or doctor of osteopathy), or a non-physician who is certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission who is a licensed or certified psychologist, social worker, employee's assistance professional, or addiction counselor.
- y. **Short-Term Problem Solving.** Limited sessions with a licensed professional serving as a Contractor EAP counselor/consultant to resolve problems identified in the assessment phase. Short-term problem solving sessions are separate from the assessment process; however, it is recognized that the two activities can overlap. The intent of short-term problem solving is to work through the identified problem within a limited number of sessions thereby eliminating the need to refer the employee to a community resource.

- z. Supervisory Consultation.** Meetings and/or discussion between a supervisor and a contracted EAP staff member. The purpose of the consultation is to discuss a potential supervisor referral; to assist the supervisor in making a referral; to confer as appropriate during the course of intervention with an employee; and/or to follow-up with the supervisor when an intervention has been terminated.
- aa. Task Order.** A Task Order specifies and authorizes work to be accomplished by the Contractor to satisfy the NRC's requirements. It specifies the source of work not covered by the Statement of Work and schedule for completion.
- bb. Task Request.** The Task Request describes deliverable products, acceptance criteria, and a performance schedule to permit accurate other charges (e.g., authorized travel) and dates for task completion.
- cc. Third-Party Payments.** Payments made by an employee's insurance company to a given "community resource" that cover, in full or in part, the cost of treatment.
- dd. Travel.** Travel conducted outside the official business area of 50 miles.
- ee. Utilization.** The number of individuals accessing the EAP for problem-solving sessions per year. This includes new employee cases, re-opened employee cases, new family member cases, re-opened family member cases, and in-person supervisory consultations.

SECTION C - ORDER TERMS AND CONDITIONS

C.1 2052.215-71 CONTRACTING OFFICER'S REPRESENTATIVE (COR)

(a) The contracting officer's authorized representative (COR) for this contract is:

Name: Ms. Sarah Linnerooth
Address: U.S. Nuclear Regulatory Commission
OCHCO/Operations and Policy/WLBB
Mail Stop: T3-C4
Washington, DC 20555-0001
Telephone Number: (301) 415-7113
Sarah.linnerooth@nrc.gov

(b) Performance of the work under this contract is subject to the technical direction of the NRC Contracting Officer's Representative. The term "technical direction" is defined to include the following:

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

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

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

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

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

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

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

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

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

(d) All technical directions must be issued in writing by the project officer or must be confirmed by the COR in writing within ten (10) working days after verbal issuance. A copy of the written direction must be

furnished to the contracting officer. A copy of NRC Form 445, Request for Approval of Official Foreign Travel, which has received final approval from the NRC must be furnished to the contracting officer.

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

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

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

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

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

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

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

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

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

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

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

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

C.2 PLACE OF DELIVERY--REPORTS (AUG 2011)

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

Name: Ms. Sarah Linnerooth

Address: U.S. Nuclear Regulatory Commission
OCHCO/Operations and Policy/WLBB
Mail Stop: T3-C4
Washington, DC 20555-0001

Electronic copies to: sarah.linnerooth@nrc.gov

Name: Monique B. Williams (1 hard copy)
Contracting Officer (CO)

Address: U.S. Nuclear Regulatory Commission
Division of Contracts
TWB-01-B10M
Washington, DC 20555-0001

Electronic copies to: Monique.williams@nrc.gov

C.3 2052.204.70 SECURITY (MAR 2004)

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

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

completion or termination of this contract, transmit to the Commission any classified matter in the possession of the contractor or any person under the contractor's control in connection with performance of this contract. If retention by the contractor of any classified matter is required after the completion or termination of the contract and the retention is approved by the contracting officer, the contractor shall complete a certificate of possession to be furnished to the Commission specifying the classified matter to be retained. The certification must identify the items and types or categories of matter retained, the conditions governing the retention of the matter and their period of retention, if known. If the retention is approved by the contracting officer, the security provisions of the contract continue to be applicable to the matter retained.

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

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

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

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

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

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

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

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

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

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

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

C.4 2052.204-71 BADGE REQUIREMENTS FOR UNESCORTED BUILDING ACCESS TO NRC FACILITIES (MAR 2006)

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

In this regard, all contractor personnel whose duties under this contract require their presence on site shall be clearly identifiable by a distinctive badge furnished by the NRC. The Project Officer shall assist the contractor in obtaining badges for the contractor personnel. All contractor personnel must present two forms of Identity Source Documents (I-9). One of the documents must be a valid picture ID issued by a state or by the Federal Government. Original I-9 documents must be presented in person for certification. A list of acceptable documents can be found at http://www.usdoj.gov/crt/recruit_employ/i9form.pdf.

It is the sole responsibility of the contractor to ensure that each employee has a proper NRC-issued identification/badge at all times. All photo-identification badges must be immediately (no later than three days) delivered to SB/DFS for cancellation or disposition upon the termination of employment of any contractor personnel. Contractor personnel must display any NRC issued badge in clear view at all times during on site performance under this contract. It is the contractor's duty to assure that contractor personnel enter only those work areas necessary for performance of contract work, and to assure the protection of any Government records or data that contractor personnel may come into contact with.

C.5 2052.215-70 KEY PERSONNEL (JAN 1993)

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

1. Clinical Director – Ms. Elizabeth Bonet
2. Project Director – Ms. Sandy Rosenberg
3. On-Site Counselor – Ms. Daria Todor

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

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

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

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

C.6 2052.215-77 TRAVEL APPROVALS AND REIMBURSEMENT (OCT 1999)

(a) All foreign travel must be approved in advance by the NRC on NRC Form 445, Request for Approval of Official Foreign Travel, and must be in compliance with FAR 52.247-63 Preference for U.S. Flag Air Carriers. The contractor shall submit NRC Form 445 to the NRC no later than 30 days before beginning travel.

(b) The contractor must receive written approval from the NRC Project Officer before taking travel that was unanticipated in the Schedule (i.e., travel not contemplated in the Statement of Work, or changes to specific travel identified in the Statement of Work).

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

(d) It is the responsibility of the contractor to notify the contracting officer in accordance with the Limitations of Cost clause of this contract when, at any time, the contractor learns that travel expenses will cause the contractor to exceed the estimated costs specified in the Schedule.

(e) Reasonable travel costs for research and related activities performed at State and nonprofit institutions, in accordance with Section 12 of Pub. L. 100-679, shall be charged in accordance with the contractor's institutional policy to the degree that the limitations of Office of Management and Budget (OMB) guidance are not exceeded. Applicable guidance documents include OMB Circular A-87, Cost Principles for State and Local Governments; OMB Circular A-122, Cost Principles for Nonprofit Organizations; and OMB Circular A-21, Cost Principles for Educational Institutions.

C.7 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

C.8 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

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

C.9 AWARD NOTIFICATION AND COMMITMENT OF PUBLIC FUNDS (AUG 2011)

(a) All offerors will receive preaward and postaward notices in accordance with FAR 15.503.

(b) It is also brought to your attention that the contracting officer is the only individual who can legally obligate funds or commit the NRC to the expenditure of public funds in connection with this procurement. This means that unless provided in a contract document or specifically authorized by the contracting officer, NRC technical personnel may not issue contract modifications, give formal contractual commitments, or otherwise bind, commit, or obligate the NRC contractually. Informal unauthorized commitments, which do not obligate the NRC and do not entitle the contractor to payment, may include:

(1) Encouraging a potential contractor to incur costs prior to receiving a contract;

(2) Requesting or requiring a contractor to make changes under a contract without formal contract modifications;

(3) Encouraging a contractor to incur costs under a cost-reimbursable contract in excess of those costs contractually allowable; and

(4) Committing the Government to a course of action with regard to a potential contract, contract change, claim, or dispute.

C.10 PACKAGING AND MARKING (AUG 2011)

(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:

C.11 BRANDING (AUG 2011)

The Contractor is required to use the official NRC branding logo or seal on any publications, presentations, products, or materials funded under this contract, to the extent practical, in order to provide NRC 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.

Access the following websites for branding information and specifications:

<http://www.internal.nrc.gov/ADM/branding/> and Management Directive and Handbook 3.13 -

(internal NRC website): <http://www.internal.nrc.gov/policy/directives/toc/md3.13.htm>

(external public website): <http://pbadupws.nrc.gov/docs/ML1122/ML112280190.pdf>

C.12 OPTION PERIODS - TASK ORDER/DELIVERY ORDER UNDER A GSA FEDERAL SUPPLY SCHEDULE CONTRACT (AUG 2011)

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.13 INFORMATION TECHNOLOGY (IT) SECURITY REQUIREMENTS - GENERAL (JULY 2011)

INFORMATION TECHNOLOGY (IT) SECURITY REQUIREMENTS - GENERAL

Basic Contract IT Security Requirements

For unclassified information used for the effort, the contractor shall provide an information security categorization document indicating the sensitivity of the information processed as part of this contract if the information security categorization was not provided in the statement of work. The determination shall be made using National Institute of Standards and Technology (NIST) Special Publication (SP) 800-60 and must be approved by CSO. The NRC contracting officer and Contracting Officer's Representative (COR) shall be notified immediately before the contractor begins to process information at a higher sensitivity level.

If the effort includes use or processing of classified information, the NRC contracting officer and Contracting Officer's Representative (COR) shall be notified before the contractor begins to process information at a more restrictive classification level.

All work under this contract shall comply with the latest version of policy, procedures and standards. Individual task orders will reference latest versions of standards or exceptions as necessary. These policy, procedures and standards include: NRC Management Directive (MD) volume 12 Security, Computer Security Office policies, procedures and standards, National Institute of Standards and Technology (NIST) guidance and Federal Information Processing Standards (FIPS), and Committee on National Security Systems (CNSS) policy, directives, instructions, and guidance. This information is available at the following links:

NRC Policies, Procedures and Standards (CSO internal website):
<http://www.internal.nrc.gov/CSO/policies.html>

NRC Policy and Procedures For Handling, Marking and Protecting Sensitive Unclassified Non-Safeguards Information (SUNSI):
<http://www.internal.nrc.gov/sunsi/pdf/SUNSI-Policy-Procedures.pdf>

All NRC Management Directives (public website):
<http://www.nrc.gov/reading-rm/doc-collections/management-directives/>

NIST SP and FIPS documentation is located at: <http://csrc.nist.gov/>

CNSS documents are located at: <http://www.cnss.gov/>

The Contractor shall ensure compliance with the latest version of NIST guidance and FIPS standards available at contract issuance and continued compliance with the latest versions within one year of the release date.

When e-mail is used, the Contractors shall only use NRC provided e-mail accounts to send and receive sensitive information (information that is not releasable to the public) or mechanisms to protect the information during transmission to NRC that have been approved by CSO.

All Contractor employees must sign the NRC Agency-Wide Rules of Behavior for Authorized Computer Use prior to being granted access to NRC computing resources.

The Contractor shall adhere to following NRC policies:

1. Management Directive 12.5, Automated Information Security Program
2. NRC Sensitive Unclassified Non-Safeguards Information (SUNSI)
3. Computer Security Policy for Encryption of Data at Rest When Outside of Agency Facilities
4. Policy for Copying, Scanning, Printing, and Faxing SGI & Classified Information
5. Computer Security Information Protection Policy
6. Remote Access Policy
7. Use of Commercial Wireless Devices, Services and Technologies Policy
8. Laptop Security Policy
9. Computer Security Incident Response Policy

Contractor will adhere to NRC's prohibition of use of personal devices to process and store NRC sensitive information.

All electronic process of NRC sensitive information, including system development and operations and maintenance performed at non-NRC facilities shall be in facilities, networks, and

computers that have been accredited by NRC for processing information at the highest sensitivity of the information that is processed or will ultimately be processed.

Contract Performance And Closeout

The contractor shall ensure that the NRC data processed during the performance of this contract shall be purged from all data storage components of the contractor's computer facility. Tools used to perform data purging shall be approved by the CISO. The contractor shall provide written certification to the NRC contracting officer that the contractor does not retain any NRC data within 30 calendar days after contract completion. Until all data is purged, the contractor shall ensure that any NRC data remaining in any storage component will be protected to prevent unauthorized disclosure.

When contractor employees no longer require access to an NRC system, the contractor shall notify the Contracting Officer's Representative (COR) within 24 hours.

Upon contract completion, the contractor shall provide a status list of all contractor employees who were users of NRC systems and shall note if any users still require access to the system to perform work if a follow-on contract or task order has been issued by NRC.

Control Of Information And Data

The contractor shall not publish or disclose in any manner, without the contracting officer's written consent, the details of any security controls or countermeasures either designed or developed by the contractor under this contract or otherwise provided by the NRC.

Any IT system used to process NRC sensitive information shall:

1. Include a mechanism to require users to uniquely identify themselves to the system before beginning to perform any other actions that the system is expected to provide.
2. Be able to authenticate data that includes information for verifying the claimed identity of individual users (e.g., passwords)
3. Protect authentication data so that it cannot be accessed by any unauthorized user
4. Be able to enforce individual accountability by providing the capability to uniquely identify each individual computer system user
5. Report to appropriate security personnel when attempts are made to guess the authentication data whether inadvertently or deliberately.

Access Controls

Any contractor system being used to process NRC data shall be able to define and enforce access privileges for individual users. The discretionary access controls mechanisms shall be configurable to protect objects (e.g., files, folders) from unauthorized access.

The contractor system being used to process NRC data shall provide only essential capabilities and specifically prohibit and/or restrict the use of specified functions, ports, protocols, and/or services.

The contractors shall only use NRC approved methods to send and receive information considered sensitive or classified. Specifically,

1. Classified Information - All NRC Classified data being transmitted over a network shall use NSA approved encryption and adhere to guidance in MD 12.2 NRC Classified Information Security Program, MD 12.5 NRC Automated Information Security Program and Committee on National Security Systems. Classified processing shall be only within facilities, computers, and spaces that have been specifically approved for classified processing.

2. SGI Information - All SGI being transmitted over a network shall adhere to guidance in MD 12.7 NRC Safeguards Information Security Program and MD 12.5 NRC Automated Information Security Program. SGI processing shall be only within facilities, computers, and spaces that have been specifically approved for SGI processing. Cryptographic modules provided as part of the system shall be validated under the Cryptographic Module Validation Program to conform to NIST FIPS 140-2 overall level 2 and must be operated in FIPS mode. The contractor shall provide the FIPS 140-2 cryptographic module certificate number and a brief description of the encryption module that includes the encryption algorithm(s) used, the key length, and the vendor of the product.

The most restrictive set of rights/privileges or accesses needed by users (or processes acting on behalf of users) for the performance of specified tasks must be enforced by the system through assigned access authorizations.

Separation of duties for contractor systems used to process NRC information must be enforced by the system through assigned access authorizations.

The mechanisms within the contractor system or application that enforces access control and other security features shall be continuously protected against tampering and/or unauthorized changes.

Configuration Standards

All systems used to process NRC sensitive information shall meet NRC configuration standards available at: <http://www.internal.nrc.gov/CSO/standards.html>.

Media Handling

All media used by the contractor to store or process NRC information shall be controlled in accordance with the sensitivity level.

The contractor shall not perform sanitization or destruction of media approved for processing NRC information designated as SGI or Classified. The contractor must provide the media to NRC for destruction.

Vulnerability Management

The Contractor must adhere to NRC patch management processes for all systems used to process NRC information. Patch Management reports will be made available to the NRC upon request for following security categorizations and reporting timeframes:

- 5 calendar days after being requested for a high sensitivity system
- 10 calendar days after being requested for a moderate sensitivity system
- 15 calendar days after being requested for a low sensitivity system

For any contractor system used to process NRC information, the contractor must ensure that information loaded into the system is scanned for viruses prior to posting; servers are scanned for viruses, adware, and spyware on a regular basis; and virus signatures are updated at the following frequency:

- 1 calendar day for a high sensitivity system
- 3 calendar days for a moderate sensitivity system
- 7 calendar days for a low sensitivity system

C.14 GOVERNMENT FURNISHED EQUIPMENT/PROPERTY (AUG 2011)

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

The Government will provide office space, computers with the appropriate software, monitors, printers, facsimile and copy machines, telephones with local service, office supplies, and file cabinets. A safe will also be provided for the onsite counselor to securely store confidential records and case files.

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

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

C.15 ANNUAL AND FINAL CONTRACTOR PERFORMANCE EVALUATIONS (AUG 2011)

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 (state time for annual evaluation). Final evaluations of contractor performance will be prepared at the expiration of the contract during the contract closeout process.

The Contracting Officer will transmit the NRC 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.16 DRUG FREE WORKPLACE TESTING: UNESCORTED ACCESS TO NUCLEAR FACILITIES, ACCESS TO CLASSIFIED INFORMATION OR SAFEGUARDS INFORMATION, OR PERFORMING IN SPECIALLY SENSITIVE POSITIONS (AUG 2011)

All contractor employees, subcontractor employees, and consultants proposed for performance or performing under this contract shall be subject to pre- assignment, random, reasonable suspicion, and post-accident drug testing applicable to: (1) individuals who require unescorted access to nuclear power plants, (2) individuals who have access to classified or safeguards information, (3) individuals who are required to carry firearms in performing security services for the NRC, (4) individuals who are required to operate government vehicles or transport passengers for the NRC, (5) individuals who are required to operate hazardous equipment at NRC facilities, or (6) individuals who admit to recent illegal drug use or those who are found through other means to be using drugs illegally. The Plan includes a contractor's employees and their subcontractors are subject to the procedures and terms of their employment agreements with their employer.

The NRC Drug Program Manager will schedule the drug testing for all contractor employees, subcontractor employees, and consultants who are subject to testing under this clause. Any NRC contractor found to be using, selling, or possessing illegal drugs, or any contractor with a verified positive drug test result under this program while in a duty status will immediately be removed from working under the NRC contract. The contractor's employer will be notified of the denial or revocation of the individual's authorization to have access to information and ability to perform under the contract. The individual may not work on any NRC contract for a period of not less than one year from the date of the failed drug test and will not be considered for reinstatement unless evidence of rehabilitation, as determined by the NRC "drug testing contractor's" Medical Review Officer, is provided.

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

C.17 CONTRACTOR RESPONSIBILITY FOR PROTECTING PERSONALLY IDENTIFIABLE INFORMATION (PII) (AUG 2011)

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.18 INSPECTION AND ACCEPTANCE BY THE NRC (AUG 2011)

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.

C.19 ELECTRONIC PAYMENT (AUG 2011)

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

To receive payment, the contractor shall prepare invoices in accordance with NRC's Billing Instructions. Claims shall be submitted on the payee's letterhead, invoice, or on the Government's Standard Form 1034, "Public Voucher for Purchases and Services Other than Personal," and Standard Form 1035, "Public Voucher for Purchases Other than Personal - Continuation Sheet." The preferred method of submitting invoices is electronically to the Department of the Interior at NRCPayments_NBCDenver@nbc.gov. If the contractor submits a hard copy of the invoice, it shall be submitted to the following address:

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

C.20 SECURITY REQUIREMENTS FOR BUILDING ACCESS APPROVAL (AUG 2011)

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

C.21 SECURITY REQUIREMENTS FOR INFORMATION TECHNOLOGY LEVEL I OR LEVEL II ACCESS APPROVAL (AUG 2011)

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 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 operate agency sensitive information technology systems or data (IT Level I). The IT Level I involves responsibility for the planning, direction, and implementation of a computer security program; major responsibility for the direction, planning, and design of a computer system, including hardware and software; or the capability to access a computer system during its operation or maintenance in such a way that could cause or that has a relatively high risk of causing grave damage; or the capability to realize a significant personal gain from computer access.

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 favorable 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 contract/order at NRC) or more frequently in the event of noncontinuous performance under contract/order at NRC.

The contractor shall submit a completed security forms packet, including the OPM Standard Form (SF) 86 (Questionnaire for National Security Positions), two (2) copies of the Contractor's signed pre-screening record and two (2) FD 258 fingerprint charts, to the NRC PO who will then provide them 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 and thereafter 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 which furnishes 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 or remote development and/or analysis of sensitive information technology systems or data or other access to such systems and data; access on a continuing basis (in excess more than 30 calendar days) to NRC buildings; or otherwise requires issuance of an unescorted NRC badge.

SECURITY REQUIREMENTS FOR IT LEVEL II

Performance under this contract/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.

The contractor shall submit a completed security forms packet, including the OPM Standard Form (SF) 86 (Questionnaire for National Security Positions), two (2) copies of the Contractor's signed pre-screening record and two (2) FD 258 fingerprint charts, through the NRC Contracting Officer's Representative (COR) 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 which furnishes 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 or remote development and/or analysis of sensitive information technology systems or data or other access to such systems or data; access on a continuing basis (in excess of more than 30 calendar days) to NRC buildings; or otherwise requires issuance of an unescorted NRC badge.

CANCELLATION OR TERMINATION OF IT ACCESS/REQUEST

When a request for IT access is to be withdrawn or canceled, the contractor shall immediately notify the 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.22 NRC INFORMATION TECHNOLOGY SECURITY TRAINING (AUG 2011)

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.

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

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

C.23 RULES OF BEHAVIOR FOR AUTHORIZED COMPUTER USE (MAR 2011)

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

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

The rules of behavior are effective immediately upon acknowledgement of them by the person who is informed of the requirements contained in those rules of behavior. All current contractor users are required to review and acknowledge the rules of behavior as part of the annual computer security awareness course completion. All new NRC contractor personnel will be required to acknowledge the rules of behavior within one week of commencing work under this contract and then acknowledge as current users thereafter. The acknowledgement statement can be viewed at http://www.internal.nrc.gov/CSO/documents/ROB_Ack.pdf or use NRC's external Web-based ADAMS at <http://wba.nrc.gov:8080/ves/> (Under Advanced Search, type ML082190730 in the Query box).

The NRC Computer Security Office will review and update the rules of behavior annually beginning in FY 2011 by December 31st of each year. Contractors shall ensure that their personnel to which this requirement applies acknowledge the rules of behavior before beginning contract performance and, if the period of performance for the contract lasts more than one year, annually

thereafter. Training on the meaning and purpose of the rules of behavior can be provided for contractors upon written request to the NRC Contracting Officer's Representative (COR).

The contractor shall flow down this clause into all subcontracts and other agreements that relate to performance of this contract/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.24 COMPENSATION FOR ON-SITE CONTRACTOR PERSONNEL (AUG 2011) ALTERNATE I (AUG 2011)

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

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

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

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

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

C.25 COMPLIANCE WITH U.S. IMMIGRATION LAWS AND REGULATIONS (AUG 2011)

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.26 SAFETY OF ON-SITE CONTRACTOR PERSONNEL (AUG 2011)

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

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

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

C.27 SECURITY REQUIREMENTS RELATING TO THE PRODUCTION OF REPORT(S) OR THE PUBLICATION OF RESULTS UNDER CONTRACTS, AGREEMENTS, AND GRANTS (AUG 2011)

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. 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.28 WHISTLEBLOWER PROTECTION FOR NRC CONTRACTOR AND SUBCONTRACTOR EMPLOYEES (AUG 2011)

(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.29 AUTHORITY TO USE GOVERNMENT PROVIDED SPACE AT NRC HEADQUARTERS (AUG 2011)

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

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

C.30 GREEN PURCHASING (JUN 2011)

(a) In furtherance of the sustainable acquisition goals of Executive Order 13514, "Federal Leadership in Environmental, Energy, and Economic Performance" products and services provided under this contract/order shall be energy- efficient (Energy Star or Federal Energy Management Program (FEMP) designated), water-efficient, biobased, environmentally preferable (e.g., Electronic Product Environmental Assessment Tool (EPEAT) certified), non-ozone depleting, contain recycled content, or are non-toxic or less toxic alternatives, where such products and services meet agency performance requirements. <http://www.fedcenter.gov/programs/eo13514/>

(b) The contractor shall flow down this clause into all subcontracts and other agreements that relate to performance of this contract/order.

C.31 USE OF AUTOMATED CLEARING HOUSE (ACH) ELECTRONIC PAYMENT/REMITTANCE ADDRESS (AUG 2011)

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.32 52.224-1 PRIVACY ACT NOTIFICATION (APR 1984)

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

C.33 52.224-2 PRIVACY ACT (APR 1984)

(a) The Contractor agrees to--

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

(i) The systems of records; and

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

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

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

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

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

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

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

C.34 LEGAL HOLIDAYS

The following Federal legal holidays are observed under this contract.

New Year's Day	1 January
Martin Luther King's Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	4 July
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans Day	11 November
Thanksgiving	Fourth Thursday in November
Christmas Day	25 December

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

1. Billing Instructions – Firm Fixed Price
2. Billing Instructions – Labor Hour
3. NRC Form 187 – Contract Security Form

**BILLING INSTRUCTIONS FOR
FIXED-PRICE TYPE CONTRACTS (JULY 2011)**

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

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

Standard Forms: Payment requests for completed work, in accordance with the contract, shall be submitted on the payee's letterhead, invoice/voucher, or on the Government's Standard Form 1034, "Public Voucher for Purchases and Services Other than Personal," and Standard Form 1035, "Public Voucher for Purchases Other than Personal--Continuation Sheet."

Electronic Invoice/Voucher Submissions: The preferred method of submitting invoices/vouchers is electronically to the U.S. Department of the Interior's National Business Center, via email to: NRCPayments_NBCDenver@NBC.gov.

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

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

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) 13.1, IV, C – "Reporting Requirements" (revised 2/16/2011).

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

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

Format: Invoices/Vouchers shall be submitted in the format depicted on the attached sample form entitled "Invoice/Voucher for Purchases and Services Other Than Personal". Alternate formats are

permissible only if they address all requirements of the Billing Instructions. The instructions for preparation and itemization of the invoice/voucher are included with the sample form.

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

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

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

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

1. Official Agency Billing Office

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

2. Invoice/Voucher Information

- a. Payee's DUNS Number or DUNS+4. The Payee shall include the Payee's Data Universal Number (DUNS) or DUNS+4 number that identifies the Payee's name and address. The DUNS+4 number is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the Payee to identify alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.
- b. Payee's Name and Address. Show the name of the Payee as it appears in the contract and its correct address. Where the Payee is authorized to assign the proceeds of this contract in accordance with the clause at FAR 52.232-23, the Payee shall require as a condition of any such assignment, that the assignee shall register separately in the Central Contractor Registration (CCR) database at <http://www.ccr.gov> and shall be paid by EFT in accordance with the terms of this contract. See Federal Acquisition Regulation 52.232-33(g) Payment by Electronic Funds Transfer - Central Contractor Registration (October 2003).
- c. Contract Number. Insert the NRC contract number (including Enterprise-wide Contract (EWC)), GSA Federal Supply Schedule (FSS), Governmentwide Agency Contract (GWAC) number, or Multiple Agency Contract (MAC) number, as applicable.
- d. Task Order Number. Insert the task/delivery order number (If Applicable). **Do not include more than one task order per invoice or the invoice may be rejected as improper.**
- e. Invoice/Voucher. The appropriate sequential number of the invoice/voucher, beginning with 001 should be designated. Contractors may also include an individual internal accounting number, if desired, in addition to the 3-digit sequential number.
- f. Date of Invoice/Voucher. Insert the date the invoice/voucher is prepared.
- g. Billing Period. Insert the beginning and ending dates (day, month, year) of the period during which deliverables were completed and for which payment is requested.
- h. Description of Deliverables. Provide a brief description of supplies or services, quantity, unit price, and total price.

- i. Work Completed. Provide a general summary description of the services performed or products submitted for the invoice period and specify the section or Contract Line Item Number (CLIN) or SubCLIN in the contract pertaining to the specified contract deliverable(s).
- j. Shipping. Insert weight and zone of shipment, if shipped by parcel post.
- k. Charges for freight or express shipments. Attach prepaid bill if shipped by freight or express.
- l. Instructions. Include instructions to consignee to notify the Contracting Officer of receipt of shipment.
- m. For Indefinite Delivery contracts, the final invoice/voucher shall be marked FINAL INVOICE" or "FINAL VOUCHER".
- n. Total Amount Billed. Insert columns for total amounts for the current and cumulative periods.
- o. Adjustments. Insert columns for any adjustments, including outstanding suspensions for deficient or defective products or nonconforming services, for the current and cumulative periods.
- p. Grand Totals.

**BILLING INSTRUCTIONS FOR
LABOR HOUR/TIME AND MATERIALS TYPE CONTRACTS (JULY 2011)**

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

The contractor shall prepare invoices/vouchers for reimbursement of costs in the manner and format described herein. FAILURE TO SUBMIT INVOICES/VOUCHERS IN ACCORDANCE WITH THESE INSTRUCTIONS WILL RESULT IN REJECTION OF THE INVOICE/VOUCHER AS IMPROPER.

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

Electronic Invoice/Voucher Submissions: The preferred method of submitting vouchers/invoices is electronically to the U.S. Department of the Interior's National Business Center, via email to: NRCPayments_NBCDenver@NBC.gov.

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

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

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) 13.1, IV, C – "Reporting Requirements" (revised 2/16/2011).

Agency Payment Office: Payment will continue to 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.

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

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

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.

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

1. Official Agency Billing Office

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

2. Invoice/Voucher Information

- a. **Payee's DUNS Number or DUNS+4.** The Payee shall include the Payee's Data Universal Number (DUNS) or DUNS+4 number that identifies the Payee's name and address. The DUNS+4 number is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the Payee to identify alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.
- b. **Payee's Name and Address.** Show the name of the Payee as it appears in the contract and its correct address. If the Payee assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Payee shall require as a condition of any such assignment, that the assignee shall register separately in the Central Contractor Registration (CCR) database at <http://www.ccr.gov> and shall be paid by EFT in accordance with the terms of this contract. See Federal Acquisition Regulation 52.232-33(g) Payment by Electronic Funds Transfer - Central Contractor Registration (October 2003).
- c. **Contract Number.** Insert the NRC contract number (including Enterprise-wide Contract (EWC)), GSA Federal Supply Schedule (FSS), Governmentwide Agency Contract (GWAC) number, or Multiple Agency Contract (MAC) number, as applicable.
- d. **Task Order Number.** Insert the task/delivery order number (If Applicable). **Do not include more than one task order per invoice or the invoice may be rejected as improper.**
- e. **Invoice/Voucher.** The appropriate sequential number of the invoice/voucher, beginning with 001 should be designated. Contractors may also include an individual internal accounting number, if desired, in addition to the 3-digit sequential number.
- f. **Date of Invoice/Voucher.** Insert the date the invoice/voucher is prepared.

g. Billing period. Insert the beginning and ending dates (day, month, year) of the period during which costs were incurred and for which reimbursement is requested.

- h. Labor Hours Expended. Provide a general summary description of the services performed and associated labor hours utilized during the invoice period. Specify the Contract Line Item Number (CLIN) or SubCLIN, as applicable, and information pertaining to the contract's labor categories/positions, and corresponding authorized hours. Attach timesheets for on-site contract support to the invoices.
- i. Property. For contractor acquired property, list each item with an initial acquisition cost of \$50,000 or more and provide: (1) an item description, (2) manufacturer, (3) model number, (4) serial number, (5) acquisition cost, (6) date of purchase, and (7) a copy of the purchasing document.
- j. Shipping. Insert weight and zone of shipment, if shipped by parcel post.
- k. Charges for freight or express shipments. Attach prepaid bill if shipped by freight or express.
- l. Instructions. Include instructions to consignee to notify the Contracting Officer of receipt of shipment.
- m. For Indefinite Delivery contracts, the final invoice/voucher shall be marked "FINAL INVOICE" or "FINAL VOUCHER".
- n. Direct Costs. Insert the amount billed for the following cost elements, adjustments, suspensions, and total amounts, for both the current billing period and for the cumulative period (from contract inception to end date of this billing period).

(1) Direct (Burdened) Labor. This consists of salaries and wages paid (or accrued) for direct performance of the contract itemized, including a burden (or load) for indirect costs (i.e., fringe, overhead, General and Administrative, as applicable), and profit component, as follows:

<u>Labor Category</u>	<u>Hours Billed</u>	<u>Burdened Hourly Rate</u>	<u>Total</u>	<u>Cumulative Hours Billed</u>
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(2) Contractor-acquired property (\$50,000 or more). List each item costing \$50,000 or more and having a life expectancy of more than one year. List only those items of equipment for which reimbursement is requested. For each such item, list the following (as applicable): (a) an item description, (b) manufacturer, (c) model number, (d) serial number, (e) acquisition cost, (f) date of purchase, and (g) a copy of the purchasing document.

(3) Contractor-acquired property (under \$50,000), Materials, and Supplies. These are equipment other than that described in (2) above, plus consumable materials and supplies. List by category. List items valued at \$1,000 or more separately. Provide the item number for each piece of equipment valued at \$1,000 or more.

(4) Materials Handling Fee. Indirect costs allocated to direct materials in accordance the contractor's usual accounting procedures.

(5) Consultant Fee. The supporting information must include the name, hourly or daily rate of the consultant, and reference the NRC approval (if not specifically approved in the original contract).

(6) Travel. Total costs associated with each trip must be shown in the following format:

<u>Start Date</u>	<u>Destination</u>	<u>Costs</u>
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From To From To \$

(Must include separate detailed costs for airfare, per diem, and other transportation expenses. All costs must be adequately supported by copies of receipts or other documentation.)

(7) Subcontracts. Include separate detailed breakdown of all costs paid to approved subcontractors during the billing period.

- o. Total Amount Billed. Insert columns for total amounts for the current and cumulative periods.
- p. Adjustments. Insert columns for any adjustments, including outstanding suspensions for unsupported or unauthorized hours or costs, for the current and cumulative periods.
- q. Grand Totals.

3. Sample Invoice/Voucher InformationSample Invoice/Voucher Information (Supporting Documentation must be attached)

This invoice/voucher represents reimbursable costs for the billing period from _____ through _____.

		<u>Amount Billed</u>	
		<u>Current Period</u>	<u>Cumulative</u>
(a)	<u>Direct Costs</u>		
(1)	Direct burdened labor	\$ _____	\$ _____
(2)	Government property (\$50,000 or more)	\$ _____	\$ _____
(3)	Government property, Materials, and Supplies (under \$50,000 per item)	\$ _____	\$ _____
(4)	Materials Handling Fee	\$ _____	\$ _____
(5)	Consultants Fee	\$ _____	\$ _____
(6)	Travel	\$ _____	\$ _____
(7)	Subcontracts	\$ _____	\$ _____
Total Direct Costs:		\$ _____	\$ _____
(b)	Total Amount Billed	\$ _____	\$ _____
(c)	Adjustments (+/-)	\$ _____	\$ _____
(d)	Grand Total	\$ _____	\$ _____

(The invoice/voucher format provided above must include information similar to that included below in the following to ensure accuracy and completeness.)

SAMPLE SUPPORTING INFORMATION

The budget information provided below is for format purposes only and is illustrative.

Cost Elements:1) Direct Burdened Labor - \$4,800

Labor Category	Hours Billed	Burdened Rate	Total	Cumulative Hours Billed
Senior Engineer I	100	\$28.00	\$2,800	975
Engineer	50	\$20.00	\$1,000	465
Computer Analyst	100	\$10.00	\$1,000	320
			\$4,800	1,760 hrs.

*Burdened labor rates must come directly from the contract.*2) Government-furnished and contractor-acquired property (\$50,000 or more) - \$60,000

Prototype Spectrometer - item number 1000-01 = \$60,000

3) Government-furnished and contractor-acquired property (under \$50,000), Materials, and Supplies - \$2,000

10 Radon tubes @ \$110.00	=	\$1,100
6 Pairs Electrostatic gloves @ \$150.00	=	\$ 900
		<u>\$2,000</u>

4) Materials Handling Fee - \$40

(2% of \$2,000 in item #3)

5) Consultants' Fee - \$100

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

6) Travel - \$2,640

(i) Airfare: (2 Roundtrip trips for 1 person @ \$300 per r/t ticket)

<u>Start Date</u>	<u>End Date</u>	<u>Days</u>	<u>From</u>	<u>To</u>	<u>Cost</u>
4/1/2011	4/7/2011	7	Philadelphia, PA	Wash, D.C.	\$300
7/1/2011	7/8/2011	8	Philadelphia, PA	Wash, D.C.	\$300

(ii) Per Diem: \$136/day x 15 days = \$2,040

7) Subcontracting - \$30,000

Company A	=	\$10,000
Company B	=	<u>\$20,000</u>
		\$30,000

(EX: Subcontracts for Companies A & B were consented to by the Contracting Officer by letter dated 6/15/2011.)

Total Amount Billed	\$99,580
Adjustments (+/-)	<u>0</u>
Grand Total	\$99,580

4. Definitions

Material handling costs. When included as part of material costs, material handling costs shall include only costs clearly excluded from the labor-hour rate. Material handling costs may include all appropriate indirect costs allocated to direct materials in accordance with the contractor's usual accounting procedures.