

# SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER

ADM-97-141

PAGE OF PAGES

1 30

2. CONTRACT NUMBER

NRC-10-97-141

3. AWARD/EFF. DATE

12/13/96

4. ORDER NUMBER

5. SOLICITATION NUMBER

RS-ADM-97-141

6. SOLICITATION

ISSUE DATE  
05/13/96

7. FOR SOLICITATION  
INFORMATION CALL

a. NAME

MONA C. SELDEN

b. TELEPHONE NUMBER (No Collect Calls)

(301) 415-7907

8. OFFER DUE DATE/

LOCAL TIME

06/06/96

9. ISSUED BY

CODE

10. THIS ACQUISITION IS

☒ UNRESTRICTED

☐ SET ASIDE: 0 % FOR

☐ SMALL BUSINESSES

☐ SMALL DISADV. BUSINESSES

☐ 8(A)

SIC:

8099

FSC:

SIZE STANDARD: \$5.0 million

11. DELIVERY FOR FOB  
DESTINATION UNLESS  
BLOCK IS MARKED

☐ SEE SCHEDULE

☐ 13a. THIS CONTRACT RATED ORDER  
UNDER DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION

☐ RFQ

☐ IFB

☒ RFP

12. DISCOUNT TERMS

Net 30

15. DELIVER TO

CODE

U.S. Nuclear Regulatory Commission  
Division of Security - MS TWFN 6-E 46  
Attn Christine Secor  
Washington, D.C. 20555

16. ADMINISTERED BY

CODE

U.S. Nuclear Regulatory Commission  
Division of Contracts  
Mail Stop TWFN-7-1 2  
Washington, D.C. 20555

17a. CONTRACTOR/OFFEROR

CODE

024286866

FACILITY

CODE

Tracor Applied Sciences, Inc.  
6500 Tracor Lane  
Houston, Texas 78725

18a. PAYMENT WILL BE

CODE

MADE BY  
U.S. Nuclear Regulatory Commission  
Division of Accounting and Finance  
GOV/COM Acctg. Section, TWFN-T9H4  
Washington, D.C. 20555

TELEPHONE NO. (301) 838-6111

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

18b. SUBMIT INVOICE TO ADDRESS SHOWN IN BLOCK 18a UNLESS  
BLOCK BELOW IS CHECKED ☐ SEE ADDENDUM

19.  
ITEM NO

20.  
SCHEDULE OF SUPPLIES/SERVICES

21.  
QUANTITY

22.  
UNIT

23.  
UNIT PRICE

24.  
AMOUNT

SEE ADDENDA A.1 THROUGH  
A.3 FOR SCHEDULE OF SUPPLIES/  
SERVICES

9611130492 961104  
PDR CONTR  
NRC-10-97-141 PDR

(Attach Additional Sheets as Necessary)

25. ACCOUNTING AND APPROPRIATION DATA

B&R:740-15-32-20-15 BOC252A X0200 JOB CODE D2375 OBLIGATE \$50,000.00

26. TOTAL AWARD AMOUNT (For Govt Use Only)

\$ 135,154.00

☐ 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, 52.212-3

ADDENDA

☐ ARE

☐ ARE NOT ATTACHED.

☒ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, 52.212-5  
IS ATTACHED.

ADDENDA

☒ ARE

☐ ARE NOT ATTACHED.

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN  
2 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO

☒ FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE  
IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO  
THE TERMS AND CONDITIONS SPECIFIED HEREIN.

29. AWARD OF CONTRACT: REFERENCE Tracor Applied Sciences, Inc.  
OFFER DATED 6/6/96 & 10/15/96. YOUR OFFER ON SOLICITATION  
(BLOCK 5) INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET  
FORTH HEREIN IS ACCEPTED AS TO ITEMS: ALL

30a. SIGNATURE OF OFFEROR/CONTRACTOR

30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)

30c. DATE SIGNED

NOV 04 1996

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

31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)

Elois J. Wiggins

31c. DATE SIGNED

10/24/96

32a. SIGNATURE OF CONTRACTOR

☐ RECEIVED ☐ INSPECTED  
☐ ACCEPTED AND CONFORMS TO THE CONTRACT,  
ACCEPT AS NOTED

32b. SIGNATURE OF AUTHORIZED GOVT.  
REPRESENTATIVE

32c. DATE

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER  
FOR PAYMENT

41b. SIGNATURE AND TITLE OF  
CERTIFYING OFFICER

41c. DATE

130041

33. SHIP NUMBER

☐ PARTIAL ☐ FINAL

36. PAYMENT

☐ COMPLETE ☐ PARTIAL ☐ FINAL

38. S/R ACCOUNT NUMBER

39. S/R VOUCHER NUMBER

42a. RECEIVED BY (Print)

42b. RECEIVED AT (Location)

42c. DATE REC'D (YY/MM/DD)

42d. TOTAL CONTAINERS

34. VOUCHER NUMBER

35. AMOUNT VERIFIED  
CORRECT FOR

37. CHECK NUMBER

40. PAID BY

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# ADDENDA

## CONTINUATION OF SF1449 BLOCKS 19, 20, 21, 22, 23, AND 24

### A.1 SUPPLIES/SERVICES - BASE PERIOD OF PERFORMANCE

#### I. BASE PERIOD OF PERFORMANCE - FIRST YEAR

	EST QTY	UNIT	UNIT PRICE	AMOUNT
A. COLLECTION OF URINE SPECIMENS				
1. Headquarters (See Note 1)	500	EA	\$ 26.00	\$13,000.00
2. Quality Control (QC) Specimens (See Note 2)	55	EA	\$ 18.00	\$ 990.00
3. Regions (See Note 3)	260	EA	\$ 49.00	\$12,740.00
4. Remote Sites				
a. First collection	40	EA	\$280.00	\$11,200.00
b. Addt'l collections (See Note 4)	30	EA	\$ 30.00	\$ 900.00
5. Emergency collections (See Note 5)	2	EA	\$500.00	\$ 1,000.00
6. Applicant, Followup and Other (CFR Part 10 or 11) (See Note 6)	100	EA	\$ 59.00	\$ 5,900.00
TOTAL CEILING PRICE (1ST YEAR)				\$45,730.00

II. BASE PERIOD OF PERFORMANCE - SECOND YEAR

	EST QTY	UNIT	UNIT PRICE	AMOUNT
A. COLLECTION OF URINE SPECIMENS				
1. Headquarters (See Note 1)	500	EA	\$ 26.00	\$13,000.00
2. Quality Control (QC) Specimens (See Note 2)	50	EA	\$ 18.00	\$ 900.00
3. Regions (See Note 3)	260	EA	\$ 49.00	\$12,740.00
4. Remote Sites				
a. First collection	40	EA	\$280.00	\$11,200.00
b. Addt'l collections (See Note 4)	30	EA	\$ 32.00	\$ 960.00
5. Emergency collections (See Note 5)	2	EA	\$506.00	\$ 1,012.00
6. Applicant, Followup and Other (CFR Part 10 or 11) (See Note 6)	75	EA	\$ 61.00	\$ 4,575.00
TOTAL CEILING PRICE (2ND YEAR)				\$44,387.00

### III. BASE PERIOD OF PERFORMANCE - THIRD YEAR

	EST QTY	UNIT	UNIT PRICE	AMOUNT
A. COLLECTION OF URINE SPECIMENS				
1. Headquarters (See Note 1)	500	EA	\$ 27.00	\$13,500.00
2. Quality Control (QC) Specimens (See Note 2)	50	EA	\$ 18.00	\$ 900.00
3. Regions (See Note 3)	260	EA	\$ 49.00	\$12,740.00
4. Remote Sites				
a. First collection	40	EA	\$230.00	\$11,200.00
b. Addt'l collections (See Note 4)	30	EA	\$ 32.00	\$ 960.00
5. Emergency collections (See Note 5)	2	EA	\$506.00	\$ 1,012.00
6. Applicant, Followup and Other (CFR Part 10 or 11) (See Note 6)	75	EA	\$ 63.00	\$ 4,725.00
TOTAL CEILING PRICE (3RD YEAR)				\$45,037.00

A.2 SUPPLIES/SERVICES - OPTION YEAR 1

	EST QTY	UNIT	UNIT PRICE	AMOUNT
A. COLLECTION OF URINE SPECIMENS				
1. Headquarters (See Note 1)	500	EA	\$ 28.00	\$14,000.00
2. Quality Control (QC) Specimens (See Note 2)	50	EA	\$ 19.00	\$ 950.00
3. Regions (See Note 3)	260	EA	\$ 55.00	\$14,300.00
4. Remote Sites				
a. First collection	40	EA	\$300.00	\$12,000.00
b. Addt'l collections (See Note 4)	30	EA	\$ 35.00	\$ 1,050.00
5. Emergency collections (See Note 5)	2	EA	\$507.00	\$ 1,014.00
6. Applicant, Followup and Other (CFR Part 10 or 11) (See Note 6)	75	EA	\$ 65.00	\$ 4,875.00
TOTAL CEILING PRICE (OPTION YR 1)				\$48,189.00

### A.3 SUPPLIES/SERVICES - OPTION YEAR 2

	EST QTY	UNIT	UNIT PRICE	AMOUNT
A. COLLECTION OF URINE SPECIMENS				
1. Headquarters (See Note 1)	500	EA	\$ 28.00	\$ 14,000.00
2. Quality Control (QC) Specimens (See Note 2)	50	EA	\$ 19.00	\$ 950.00
3. Regions (See Note 3)	260	EA	\$ 55.00	\$ 14,300.00
4. Remote Sites				
a. First collection	40	EA	\$300.00	\$ 12,000.00
b. Addt'l collections (See Note 4)	30	EA	\$ 35.00	\$ 1,050.00
5. Emergency collections (See Note 5)	2	EA	\$507.00	\$ 1,014.00
6. Applicant, Followup and Other (CFR Part 10 or 11) (See Note 6)	75	EA	\$ 65.00	\$ 4,875.00
TOTAL CEILING PRICE (OPTION YR 2)				\$ 48,189.00
TOTAL PRICE BASE YEARS PLUS OPTION YEARS				\$231,532.00

(End of Schedule)

### A.4 PRICE ESTIMATES AND NUMBERED NOTES

- a. All line items listed are firm fixed price.
- b. Specimen collection price includes:
  1. Travel time to and from the collection site;
  2. Set-up and departure (15 minutes each). Collectors must arrive at least 15 minutes prior to the first scheduled collection to set-up. Allow 15 minutes after the last collection is completed to package specimens and depart collection site;
  3. Preparation of quality control specimens (submitted with Headquarters collections only);

#### A.4 (Continued)

4. Actual collection time (15 minutes per collection). Collector must be available, if needed, to stay up to 90 minutes after the last collection is completed to accommodate an individual that is unable to provide sufficient volume of specimen and must wait and drink fluids.
5. Chain of custody forms shall be express mailed or overnighted to the NRC Project Officer and the Medical Review Officer (except for Headquarters collections).

#### c. Notes

Note 1. The Contractor is advised that the NRC estimates that collections performed at NRC Headquarters will involve 3 collectors (2 males and 1 female); an average of 50 collections per month for 10 months for an estimated total of 500 collections per year.

Note 2. The Contractor is advised that the NRC estimates that Quality Control Specimens include packaging and shipment with NRC Headquarters specimens only to the NRC's laboratory, currently, Northwest Toxicology, located in Salt Lake City, UT.

Note 3. The Contractor is advised that the NRC estimates that collections performed in the NRC Regions will involve 2 collectors (1 male and 1 female); an average of 26 collections per month for 10 months for an estimated total of 260 collections per year. Addresses for Regional offices and Headquarters can be found in Attachment 5.

Note 4. The Contractor is advised that the NRC estimates that collections performed in Remote sites (see Attachment 6 for locations for these sites) are as follows:

First collection - estimated travel time to and from the site; number of sites estimated at 4 per month for 10 months for a total estimate of 40 sites per year; the NRC has found that the average time to perform four collections (the average number of collections taken at one time) is 3.5 hours.

The Contractor is advised that if the Technical Training Center in Chattanooga, TN is randomly selected for testing, there may be as many as 21 employees tested. The Contractor is advised that testing at the Technical Training Center has occurred two times during the past three years. The Contractor is advised that if the Walnut Creek Field Office in Walnut Creek, California is randomly selected, there may be as many as 13 employees tested. The Contractor is advised that this has occurred one time during the past three years.

Additional collection - this estimate includes all of the above information with the exception that travel time and mileage costs are

A.4 (Continued)

not included as the Contractor's collector will already be on site.

Note 5. While the NRC has estimated two emergency collections per year, NRC history of this program shows that no emergency collections were required during the previous five years.

Note 6. Applicant, Follow-up and Other (eg. CFR Part 10 or 11) may be performed at a site designated by the Contractor, or may be performed at a site selected by the NRC including any Regional office or Headquarters. (ref. A.5.2.3, Collection Site Designation).

(End of Clause)

## CONTRACT CLAUSES

### B.1 STATEMENT OF WORK

#### A.5.1 Background

a. The Nuclear Regulatory Commission (NRC) conducts urinalysis testing to detect and deter illegal drug usage by its employees/applicants and occasionally contractors. NRC conducts seven types of testing: (1) random; (2) reasonable suspicion; (3) applicant; (4) accident or unsafe practice; (5) voluntary; (6) follow-up; and (7) other as specified by the NRC Project Officer (P.O.), e.g., testing authorized under 10 CFR Parts 10 and 11. This contract provides for collection for all seven types of testing for NRC employees at NRC Headquarters and at four Regional Offices, and approximately 85 remote sites throughout the U.S. This contract also includes the requirements of the Defense Nuclear Facilities Safety Board (DNFSB). Wherever NRC is referred to in this Statement of Work (SOW), it also means DNFSB. The Contractor shall provide all labor, materials, and equipment, except that provided herein as "Government Furnished," necessary for the on-site collection and transportation of the specimens from designated collection locations to the NRC contract testing laboratory. The Contractor shall use consistent, trained personnel to conduct collections (ref. A.5.2.9 for Collector Qualifications).

b. The Contractor shall assist NRC in continuing to fulfill the requirements of the "NRC Drug Testing Plan" in compliance with Executive Order 12564 (Exhibit 1). Procedures concerning the on-site collection and transportation of urine specimens are controlled by the Department of Health and Human Services Mandatory Guidelines (HHS Guidelines), dated June 9, 1994, and the NRC Drug Testing Manual, dated December 1995, and any revisions thereto (Exhibits 2 and 3 respectively). The Secretary of HHS or his/her designee may routinely update these Guidelines for the purpose of providing additional/revised HHS Guidelines.

c. The NRC conducts split specimen collections according to procedures described in the HHS Guidelines and NRC Drug Testing Manual.

#### A.5.2 SCOPE OF WORK

##### A.5.2.1 Schedule for Specimen Collections

a. The NRC Headquarters Assistant Drug Program Coordinator (HQ ADPC), through the Drug Program Manager who is also the NRC Project Officer, shall provide the Contractor with a Drug Testing Scheduling Order which is an advance notice of each requirement for specimen collection, indicating specific random collection site locations within two weeks prior to collection. For applicant, follow-up, and 10 CFR Parts 10 and 11 testing, an

## B.1 (Continued)

advance notice of one to three workdays will be provided to the Contractor. The Contractor shall submit a proposed collection schedule to the NRC Project Officer who shall approve or otherwise modify the proposed schedule. An advance random collection list will be provided prior to the commencement of each collection. All lists and schedules shall remain confidential and returned to the ADPC upon completion of the collections.

b. For emergency orders, (e.g., reasonable suspicion and post-accident testing), the collection shall be conducted as soon as possible but no longer than 24 hours after notification. Such requests normally will be made by telephone, followed by written confirmation, and may occur at any time.

c. The Contractor shall be prepared to perform all types of collections ordered no later than four (4) weeks after contract award.

### A.5.2.2. Collection Site Specifications

a. The collection site is the location for specified NRC employees/applicants/contractors to present themselves for the purpose of providing their urine specimens under controlled conditions. Although collection site designation will be made by NRC prior to collection, the Contractor shall assume primary responsibility for assuring collection site requirements are maintained at all times. In this regard the Contractor shall, at a minimum, ensure:

1. The collection site possesses all necessary personnel, materials, equipment, facilities, and supervision to provide collection, security, storage, and transportation (shipping) of urine specimens to the NRC contract testing laboratory designated by the Project Officer.
2. The collection site has restroom facilities which are clean, well-lighted, and sufficiently secure to prevent compromise during the collection of urine specimens.
3. Any collection site dedicated solely to urine collection is secure at all times. In cases where NRC cannot identify a site solely for the purposes of urine collection, the Contractor shall assure the security of the urine specimen collection operations. No unauthorized personnel shall be permitted in any part of the collection site where urine specimens are collected or stored.
4. The appropriate NRC official (e.g., HQ or Regional ADPC) is immediately notified if a site fails to meet the above requirements.

## B.1 (Continued)

### A.5.2.3 Collection Site Designation

a. The Contractor shall provide designated collection locations convenient to (within 15 to 20 miles) NRC Headquarters and the four Regional offices (within 15 to 20 miles of each office) for collection of specimens from NRC applicants and occasionally contractors. The close proximity of these locations is necessary to preclude lengthy travel and maintain donor confidentiality. All updates to site locations must be pre-approved by the NRC Project Officer.

b. Generally, remote site locations will be at nuclear power plant/fuel cycle/uranium enrichment/technical training center sites to which collection contractor personnel must travel (Exhibit 6). The majority of the sites have an administrative building outside of the protected area where the collection of urine specimens will be conducted. The Contractor shall have trained specimen collection personnel and be available to travel (within 20 miles) to these NRC remote site locations.

### A.5.2.4 Collection Requirements

a. To ensure that the chain of custody and specimen control are maintained, the Contractor shall follow procedures in accordance with current HHS Guidelines and procedures as specified below:

1. Collectors of both genders shall normally be available since, as a general rule, the sex of the individual providing the specimen will not be known until shortly before the actual collection. However, in the case of some remote site collections, NRC will be able to inform the Contractor that either males or females will be providing specimens. Same gender collection personnel must be used for collections conducted on NRC employees. Either gender, but preferably same gender, collection personnel may be used for collections conducted on NRC applicants and contractors.
2. The Contractor shall strictly adhere to the schedule established by NRC (ref. Section A.5.2.1). Inability to adhere to the schedule shall be reported immediately to the Project Officer. Failure to perform the services required within the schedule shall result in liquidation damages (ref. A.6).
3. Upon employee's/applicant's/contractor's arrival at the collection site, the collector shall request the individual to present photo identification (e.g., agency photo badge, driver's license with photo, or school identification card with photo). If the individual does not have proper identification, immediately contact the appropriate ADPC for

B.1 (Continued)

- identification verification, and note on the chain of custody form.
4. If the individual fails to appear within 10 minutes of the assigned time, the collector shall contact the ADPC or NRC Project Officer to obtain guidance on action to be taken.
  5. The collector shall complete the chain of custody form. This form may also accommodate information regarding prescription and non-prescription drugs which may affect the outcome of the drug test. Such information will not be requested by the collector; it will be recorded on the donor copy and/or Medical Review Officer (MRO) copy of the form only if requested by the individual.
  6. The collector shall require the individual to remove any unnecessary outer garments (e.g., coat, jacket, sweater). All personal belongings (e.g., purse, briefcase) must remain with the outer garments; the individual may, however, retain his or her wallet. The collector shall note any unusual behavior or appearance on the chain of custody form and report this to the Region ADPC, or NRC Project Officer.
  7. The individual shall be instructed to wash and dry his or her hands prior to urination. After washing hands, he or she shall remain in the presence of the collector and not have access to water fountains, faucets, soap dispensers, or cleaning agents.
  8. The individual shall be permitted to select a sample collection container/kit from those available. The collector must bring to the collection site sufficient quantity of supplies equal to the number of scheduled collections plus an additional half that amount.
  9. At the collection site, toilet bluing agents shall be placed into the toilet tanks so the reservoir of water in the toilet bowl always remains blue. There must not be any other sources of water (e.g., shower, sink, etc.) in the enclosure where urination occurs.
  10. Unless otherwise directed by the Region ADPC, or NRC Project Officer, the individual shall provide his or her specimen in the privacy of a stall or otherwise partitioned area that allows for individual privacy. The collector shall note any unusual behavior by the individual on the MRO copy of the chain of custody form and immediately report such behavior to the Region ADPC, or the NRC Project Officer.
  11. The individual shall be asked to urinate into a disposable specimen container, and asked not to flush the toilet until

B.1 (Continued)

the urine specimen is collected and handed to the collector or designated observer by the individual. The individual may wash his or her hands after handing the specimen to the collector.

12. Upon receiving the specimen from the individual, the collector shall check the general appearance of the sample and take its temperature within four minutes of collection and note on the chain of custody form. If the temperature is outside of the acceptable range as prescribed by HHS Guidelines, the collector shall offer to take an oral temperature. Any unusual appearance of the sample or an unacceptable temperature range shall be noted on the chain of custody form and the Region ADPC or NRC Project Officer shall be notified. Another specimen may be collected if directed by the Region ADPC, or NRC Project Officer, and both specimens forwarded to the testing laboratory.
13. Under NRC's split specimen collection procedures, the collector shall attempt to collect 45 milliliters (ml) of urine. The collector shall transfer the specimen to two shipping bottles, at least 30 ml in bottle A and at least 15 ml in bottle B (split) and appropriately tighten the bottle caps and place the security/bottle custody seals over the caps and down the sides of the bottles. The collector shall ensure that the individual initials and dates the security seals. If a minimum of 30 ml but less than 45 ml of urine is collected, the collector shall transfer the specimen to bottle A and appropriately seal the bottle and forward to the testing laboratory as a single specimen.
14. If the individual does not provide a sufficient volume of urine (at least 30 ml), the collector shall discard the specimen after taking its temperature and allow the individual to drink 8 oz. of fluid every 30 minutes up to 90 minutes. Ensure that the individual remains in the immediate collection area while drinking fluids or contact the Region ADPC.
15. The collector shall allow the individual to list prescription and non-prescription drugs on the donor copy and/or MRO copy of the chain of custody form if the individual requests to include such information.
16. Collection under direct observation shall never be made except with proper NRC authorization.
17. Both the individual being tested and the collector should keep the specimen in view at all times prior to being sealed and labeled. When the specimen is transferred to two shipping bottles, the collector shall request the individual

B.1 (Continued)

to observe the transfer of the specimen and the placement of the security seals over the bottle caps and down the sides of the bottles. The individual shall have initialed and dated the seals. The collector shall place the identification labels, containing the required information, securely on the bottles.

18. The collector shall request the individual to sign the certification statement on the chain of custody form certifying that the urine in the shipping bottle(s) came from the employee's/applicant's/contractor's body at the time of collection. Refusal to sign the statement shall be noted on the chain of custody form.
19. The collector shall complete the chain of custody form as required.
20. If the specimen is not immediately prepared for shipment to the testing laboratory, it shall be secured during temporary storage in a non-portable security container with a 3-way combination lock. If not shipped on the day of collection, the specimen must be stored in a secured refrigerated container. In no instance, shall the specimen be stored longer than 24 hours after collection.

A.5.2.5 Collection Control Requirements

a. In order to assure that the urine specimen taken from an individual is properly identified and not accidentally confused with any other specimen, strict chain of custody procedures shall always be used by the collector when collecting and transferring the specimen. While performing any part of the chain of custody procedures, the Contractor shall ensure that the urine specimen and custody documents are always under the total control of the collector. If the collector must leave his or her work station or collection site, the specimen and chain of custody form shall be taken with him or her or must be secured. If the collector is leaving for more than 2 hours, the specimen shall be packaged for mailing before the collector leaves the site.

b. The collection contractor shall assure in cases where specimens are provided without direct observation, collectors always have the container or specimen bottles within sight before and after the individual has urinated. The specimen bottles shall be tightly capped, properly sealed, and labeled. The chain of custody form must contain specific site location information and the signatures of the individual and collector.

c. The appropriate copy of the chain of custody form shall always accompany the specimens. The forms shall identify the specimens through use of the information which matches label items and the

## B.1 (Continued)

specimen identification number located at the top of the custody form. With each transfer of possession, the custody form must be signed and dated, by the individual releasing the specimen. i.e., the donor, and by contract employees accepting the specimen. The purpose for each transfer must be noted on the form. In order to maximize the overall security of the specimens, the Contractor shall assure the number of persons handling the specimens does not exceed two (2), consisting of the collector and one other Contractor personnel.

d. The agency copy of the chain of custody form shall be express mailed or overnighted to the NRC Project Officer or given directly to her on the day of collection. The MRO copy of the chain of custody form shall be express mailed or overnighted to the MRO on the day of collection.

e. Periodically, the Contractor will be subject to collection control inspections conducted by NRC. The Contractor must be able to demonstrate at all times the effectiveness and reliability of its collection process.

### A.5.2.6 Quality Control Samples

The Contractor shall receive quality control samples from NRC's supplier, currently the Armed Forces Institute of Pathology (AFIP). The Contractor shall prepare these samples as if they were NRC employees' and submit them with Headquarter's random collections.

### A.5.2.7 Specimen Transportation Requirements

After collection of urine specimens, the Contractor shall arrange to ship the specimens to the NRC contract testing laboratory. The specimens shall be placed in appropriate containers (specimen boxes or padded mailers) that are securely sealed to eliminate the possibility of tampering. Collectors shall sign and date across the tape sealing the container and ensure that the chain of custody documentation is included within each sealed container. Specimens shall be delivered to the NRC contract drug testing laboratory by express mail within 24 hours of collection. Collection supplies and pre-paid mailing labels shall be provided to the Contractor by the NRC contract testing laboratory.

### A.5.2.8 Records

a. The Contractor shall maintain all records for a minimum of three years unless advised by NRC for longer periods of time for special cases.

b. All records are subject to the Privacy Act, 5 USC 552a, NRC-System of Records-35 (Exhibit 4) and other applicable laws and

B.1 (Continued)

regulations and shall be maintained and used with the highest regard for employee privacy.

A.5.2.9 Contractor Personnel Requirements/Qualifications

a. Project Manager Requirement. The Contractor shall provide a Project Manager, or an assistant to the Project Manager to work with the NRC Project Officer on day-to-day scheduling of collections. The Project Manager shall have sole responsibility for issuing Corrective Action Memoranda. (REF. item "c" under Collectors Qualification). The Project Manager is considered a "key" person under this contract and may not be replaced without prior NRC Contracting Officer approval.

a. Collectors' Qualifications and Training Requirements

Only collectors trained in collection procedures following current HHS Guidelines and NRC requirements shall conduct NRC collections. All collectors conducting NRC collections shall possess the following skills:

1. specimen collection/handling: required volume;
2. detection of hidden specimens and tampering materials;
3. specimen evaluation: temperature taking, color examination, adulteration examination;
4. professional conduct and handling of "problem" individuals;
5. direct observation techniques;
6. chain of custody procedures; and
7. specimen packaging.
8. Where possible, persons with nursing, paramedical, security or similar backgrounds shall be hired for these positions.

b. Contractor personnel involved with this collection contract shall regularly (at least semi-annually) be given and pass, unannounced drug urinalysis tests during the period of this contract. These tests shall be conducted following procedures contained in current HHS Guidelines.

c. The Contractor shall submit a corrective action type memorandum to the Board COTR and NRC Project Officer within 7 workdays of each occurrence of any type of reported collection problem. This memorandum shall specify corrective action to be taken by the Contractor to prevent recurrence of the problem.

**B.1 (Continued)**

**A.5.2.10 Contractor Testimony and Emergency Collections**

The Contractor is hereby advised that it may be necessary to provide testimony and documentation as required in support of any administrative and/or court actions. The NRC's requirements for testimony or emergency collections will be stated in a modification(s) to this contract.

**B.2 LIQUIDATED DAMAGES**

The NRC frequently schedules several collections to take place at one time. Due to this scheduling arrangement, any delay in conducting the first scheduled collection adversely affects the remaining collections scheduled for that day. Therefore, if the Contractor fails to perform the services within the time specified in the NRC's Drug Testing Scheduling Order, or any extension, the Contractor shall, in place of actual damages, pay to the Government as fixed, agreed, and liquidated damages, the amounts specified below:

- 1) The collector arrives at the time scheduled for the first collection without allowing for the 15 minute set-up time, or when the collector arrives 15 minutes or more after the first scheduled appointment.....\$100.00;
- 2) The collections cannot be conducted or completed that same day by 4 pm due to the unavailability of collectors trained to perform NRC collections.....\$300.00;
- 3) Only one gender collector arrives contrary to the NRC requirement for a male and female collector, or the incorrect gender arrives when only one collector is requested by the NRC and the collections cannot be completed the same day or by 4 pm.....\$300.00;
- 4) The collector fails to have the proper amount of supplies and all scheduled collections are delayed by 30 minutes or more, or cannot be completed that same day by 4 pm.....\$300.00;
- 5) The NRC's laboratory cannot process the collection due to errors in the chain of custody form, or packaging the specimen properly, the NRC will not pay for the collection and the Contractor shall be required to re-perform the collection at no charge to the NRC.

The Contractor shall not be assessed liquidated damages when the delay in performance arises out of causes beyond the control and without the fault or negligence of the Contractor as defined in subparagraph (f), Excusable Delays. (REF. Article B.1 FAR 52.212-4 Contract Terms and Conditions -- Commercial Items (Oct

**B.2 (Continued)**

1995)).

**B.3 GOVERNMENT FURNISHED MATERIALS**

The following government furnished materials shall be provided, which the contractor shall store and distribute:

1. Collection kits supplied by the NRC contract testing laboratory consisting of: specimen bottles, collection containers, thermometer strips, specimen bottle boxes, mailing bags/boxes, and chain of custody forms.
2. All quality control (QC) specimens will be forwarded to the Contractor by NRC's supplier, AFIP. These items shall be provided to the Contractor in sufficient time to prepare QC specimens prior to commencement of Headquarter's collections.
3. Pre-paid mailing labels for shipment of specimens to the NRC contract testing laboratory.

**B.4 PRESERVATION, PACKAGING AND MARKING**

Preservation, packaging and marking for all specimens delivered hereunder shall be in accordance with good commercial practice, and adequate to insure safe arrival at destination. Preservation, packaging, and marking for all specimens shall be adequate to ensure protection from possible damage resulting from improper handling, inclement weather, water damage, excessive heat or cold, and to insure acceptance by common carrier for safe arrival at destination. The Contractor shall place the contract number on or adjacent to the exterior shipping label.

**B.5 PACKAGING - INDIVIDUAL SPECIMENS**

The bottles and containers used in the collection and shipment of urine specimens shall be sealed so as to prevent spillage or tampering once the samples have been collected.

**B.6 REPORTS**

a) STATISTICAL SUMMARY

The Contractor shall submit a statistical summary report as an addendum to the Contractor's invoices for all collections performed during that month. This report shall contain specific details on employee/applicants tested, site location, and costs incurred. Please see Billing Instructions (Exhibit 7 for content and format of Summary).

b) QUALITY ASSURANCE PLAN UPDATES

This report shall be submitted as required by the NRC Project Officer and shall include an update on specific actions that will be taken to ensure that (1) only properly trained collectors conduct NRC collections; (2) that continuity of personnel trained in NRC and HHS collection procedures is maintained; (3) that collectors follow current HHS Guidelines and the terms of this contract; and (4) that an adequate number of supplies are brought to each collection site.

c) UPDATED LIST OF RANDOM AND APPLICANT COLLECTION CONTRACTORS AND APPLICANT FACILITIES USED

Updates to this list shall be submitted to the Board COTR and the NRC Project Officer within 2 workdays of any change. The updated list shall include all proposed random and applicant collection contractors and applicant facilities used for NRC collections. This list must include (1) facility name, (2) facility address, (3) facility telephone number, (4) Point of Contact (POC). All facilities listed must be located within 15 to 20 miles of NRC Headquarters or within 15 to 20 miles of each NRC Regional office. Any exceptions must be approved in advance by the NRC Project Officer.

B.7 PLACE OF DELIVERY - REPORTS

The reports shall be delivered to:

- (a) Project Officer (2 copies)
- (b) Contracting Officer (1 copy)

B.8 52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988)

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

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

	NUMBER	TITLE	DATE
	52.232-33	MANDATORY INFORMATION FOR ELECTRONIC FUNDS TRANSFER PAYMENT	AUG 1996
	52.212-4	CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS*	OCT 1995
*This clause is tailored to delete subparagraphs (h) and (n).	52.247-34	F.O.B. DESTINATION	NOV 1991

B.9      CONSIDERATION AND OBLIGATION -- REQUIREMENTS  
(JUN 1988)

- (a) The total estimated amount of this contract (ceiling) for the products/services ordered, delivered, and accepted under this contract is \$135,154.00. The Contracting Officer may unilaterally increase this amount as necessary for orders to be placed with the contractor during the contract period provided such orders are within any maximum ordering limitation prescribed under this contract.
- (b) The amount presently obligated with respect to this contract is \$50,000.00. The Contracting Officer may issue orders for work up to the amount presently obligated. This obligated amount may be unilaterally increased from time to time by the Contracting Officer by written modification to this contract. The obligated amount shall, at no time, exceed the contract ceiling as specified in paragraph (a) above. When and if the amount(s) paid and payable to the Contractor hereunder shall equal the obligated amount, the Contractor shall not be obligated to continue performance of the work unless and until the Contracting Officer shall increase the amount obligated with respect to this contract. Any work undertaken by the Contractor in excess of the obligated amount specified above is done so at the Contractor's sole risk.

[End of Clause]

B.10     ORDERING

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of NRC Drug Testing Scheduling Orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of contract award through date of contract expiration.
- (b) All NRC Drug Testing Scheduling Orders are subject to the terms and conditions of this contract. In the event of conflict between a Drug Testing Scheduling Order and this contract, the contract shall control.
- (c) A NRC Drug Testing Scheduling Order is considered "issued" when the NRC Project Officer, or individuals identified under the "Ordering Procedures" clause, issues the order orally immediately followed by electronic transmission, e.g., facsimile, to the Contractor Project Manager or designee.

[End of Clause]

B.11 52.216-19 ORDER LIMITATIONS (OCT 1995)

- (a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$1.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) Maximum order. The Contractor is not obligated to honor--
  - (1) Any order for a single item in excess of contract ceiling amount;
  - (2) Any order for a combination of items in excess of contract ceiling amount; or
  - (3) A series of orders from the same ordering office within 120 working days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.
- (c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.
- (d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 working days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

[End of Clause]

B.12 52.216-21 REQUIREMENTS (OCT 1995) ALTERNATE I  
(APR 1984)

- (a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.
- (b) Delivery or performance shall be made only as authorized by

B.12 (Continued)

orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

- (c) The estimated quantities are not the total requirements of the Government activity specified in the Schedule, but are estimates of requirements in excess of the quantities that the activity may itself furnish within its own capabilities. Except as this contract otherwise provides, the Government shall order from the Contractor all of that activity's requirements for supplies and services specified in the Schedule that exceed the quantities that the activity may itself furnish within its own capabilities.
- (d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.
- (e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.
- (f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after contract expiration date.

[End of Clause]

B.13 ORDERING PROCEDURES (MAY 1991)

- (a) In addition to the contracting officer, contract administrator, and project officer, the following individuals are authorized to issue NRC Drug Scheduling Orders under this contract:

Susan Marshall (NRC)  
Christine Centeno (DNFSB)

**B.13 (Continued)**

- (b) Drug Testing Scheduling orders may be issued in writing, orally, or by written telecommunications.

[End of Clause]

**B.14 DURATION OF CONTRACT PERIOD (MAR 1987) ALTERNATE 4  
(JUN 1988)**

The ordering period for this contract shall commence on December 13, 1996 and will expire December 12, 1999. Any orders issued during this period shall be completed within the time specified in the order unless otherwise specified herein. (See Ordering clause). The term of this contract may be extended at the option of the Government for an additional two one-year periods.

[End of Clause]

**B.15 52.217-9 OPTION TO EXTEND THE TERM OF THE  
CONTRACT (MAR 1989)**

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

[End of Clause]

**B.16 USE OF AUTOMATED CLEARING HOUSE (ACH)  
ELECTRONIC PAYMENT**

The Debt Collection Improvement Act of 1996 requires that all payments except IRS tax refunds be made by Electronic Funds Transfer. It is the policy of the Nuclear Regulatory Commission to pay vendors by the Automated Clearing House (ACH) electronic funds transfer payment system. The electronic system is known as Vendor Express. Payment shall be made in accordance with FAR 52.232-33, entitled "Mandatory Information for Electronic Funds Transfer Payment."

To receive payment, the Contractor shall complete the "Company Information" portion of the Standard Form 3881, entitled "ACH

**B.16 (Continued)**

Vendor/Miscellaneous Payment Enrollment Form" found in Exhibits. The Contractor shall take the form to the ACH Coordinator at the financial institution that maintains its company's bank account. The contractor shall discuss with the ACH Coordinator how the payment identification information (addendum record) will be passed to them once the payment is received by the financial institution. To ensure that adequate payment information will be available to the Contractor, the Contractor should inform the financial institution that the addendum record must not be stripped from the payment. Further information concerning the addendum is provided in Exhibits. The ACH Coordinator should fill out the "Financial Institution Information" portion of the form and return it to the Office of the Controller at the following address: Nuclear Regulatory Commission, Division of Accounting and Finance, Financial Operations Section, Mailstop T-9-H-4, Washington, DC 20555, ATTN: ACH/Vendor Express. It is the responsibility of the Contractor to ensure that the financial institution returns the completed form to the above cited NRC address. If the Contractor can provide the financial information, signature of the financial institution's ACH Coordinator is not required. The NRC is under no obligation to send reminders. Only after the Office of the Controller has processed the Contractor's sign-up form will the Contractor be eligible to receive payments.

Once electronic funds transfer is established for payments authorized by NRC, the Contractor needs to submit an additional SF 3881 only to report changes to the information supplied.

Questions concerning ACH/Vendor Express should be directed to the Financial Operations staff at (301) 415-7520.

[End of Clause]

**B.17 NRCAR 2052.215-70 KEY PERSONNEL (JAN 1993)**

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

Richard A. Wrobel

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

B.17 (Continued)

this contract for a continuous period exceeding 30 work days, or is expected to devote substantially less effort to the work than indicated in the proposal or initially anticipated, the contractor shall immediately notify the contracting officer and shall, subject to the concurrence of the contracting officer, promptly replace the personnel with personnel of at least substantially equal ability and qualifications.

- (c) Each request for approval of substitutions must be in writing and contain a detailed explanation of the circumstances necessitating the proposed substitutions. The request must also contain a complete resume for the proposed substitute and other information requested or needed by the contracting officer to evaluate the proposed substitution. The contracting officer or his/her authorized representative shall evaluate the request and promptly notify the contractor of his or her approval or disapproval in writing.
- (d) If the contracting officer determines that suitable and timely replacement of key personnel who have been reassigned, terminated, or have otherwise become unavailable for the contract work is not reasonably forthcoming, or that the resultant reduction of productive effort would be so substantial as to impair the successful completion of the contract or the service order, the contract may be terminated by the contracting officer for default or for the convenience of the Government, as appropriate. If the contracting officer finds the contractor at fault for the condition, the contract price or fixed fee may be equitably adjusted downward to compensate the Government for any resultant delay, loss, or damage.

[End of Clause]

B.18 NRCAR 2052.215-72 PROJECT OFFICER AUTHORITY  
ALTERNATE 1 (JAN 1993)

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

Name: Christine Secor (NRC) Susan Dickerson (DNFSB)

Address: U.S. Nuclear Regulatory Commission  
Division of Security - MS TWFN-6-E46  
Washington, D.C. 20555  
Defense Nuclear Facilities Safety Board  
625 Indiana Avenue, Suite 700  
Washington, D.C. 20004

Telephone Number: (301) 415-6546; (202) 208-6414

B.18 (Continued)

(b) The project officer shall:

- (1) Monitor contractor performance and recommend to the contracting officer changes in requirements.
- (2) Inspect and accept products/services provided under the contract.
- (3) Review all contractor invoices/vouchers requesting payment for products/services provided under the contract and make recommendations for approval, disapproval, or suspension.

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

[End of Clause]

B.19 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (AUG 1996)

(a) The Contractor agrees to comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) 52.222-3, Convict Labor (E.O. 11755); and
- (2) 52.233-3, Protest After Award (31 U.S.C 3553).

(b) The Contractor agrees to comply with the FAR clauses in this paragraph (b) which the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

- XX (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).
- XX (2) 52.203-10, Price or Fee Adjustment for Illegal or Improper Activity (41 U.S.C. 423).
- XX (3) 52.219-8, Utilization of Small Business Concerns and Small Disadvantaged Business Concerns (15 U.S.C. 637 (d)(2) and (3));
- (4) 52.219-9, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (15 U.S.C. 637

B.19 (Continued)

(d) (4));

- (5) 52.219-14, Limitation on Subcontracting (15 U.S.C. 637(a) (14)).
- XX (6) 52.222-26, Equal Opportunity (E.O. 11246).
- XX (7) 52.222-35, Affirmative Action for Special Disabled and Vietnam Era Veterans (38 U.S.C. 4212).
- XX (8) 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C. 793).
- XX (9) 52.222-37, Employment Reports on Special Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).
- (10) 52.225-3, Buy American Act-Supplies (41 U.S.C. 10).
- (11) 52.225-9, Buy American Act-Trade Agreements Act-Balance of Payments Program (41 U.S.C. 10, 19 U.S.C. 2501-2582).
- (12) Reserved.
- (13) 52.225-18, European Union Sanction for End Products (E.O. 12849).
- (14) 52.225-19, European Union Sanction for Services (E.O. 12849).
- (15) (i) 52.225-21, Buy American Act-North American Free Trade Agreement Implementation Act-Balance of Payments Program (41 U.S.C. 10, Pub. L. 103-187).
- (ii) Alternate I of 52.225-21.
- (16) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).
- (17) 52.247-64, Preference for Privately Owned U.S.- Flag Commercial Vessels (46 U.S.C. 1241).

(c) The Contractor agrees to comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

- (1) 52.222-41, Service Contract Act of 1965, As amended

B.19 (Continued)

(41 U.S.C. 351, et seq.).

— (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

(3) 52.222-43, Fair Labor Standards Act and Service Contract Act-Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

(4) 52.222-44, Fair Labor Standards Act and Service Contract Act-Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

— (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor agrees to comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary

B.19 (Continued)

course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components--

- (1) 52.222-26, Equal Opportunity (E.O. 11246);
- (2) 52.222-35, Affirmative Action for Special Disabled and Vietnam Era Veterans (38 U.S.C. 2012(a)); and
- (3) 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C. 793).
- (4) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

C.1 EXHIBITS

NUMBER	EXHIBIT DESCRIPTION
1	Executive Order 12584 Drug-Free Federal Workplace dtd 9/15/86
2	DHHS - Mandatory Guidelines for Federal Workplace Drug Testing Programs dtd 6/9/94
3	NRC Drug Testing Manual NUREG/BR-0136 Rev. 4 dtd 12/95
4	Federal Register Notice dtd 7/7/93 Drug Testing Program Records-NRC
5	NRC Headquarters and Regional Offices addresses
6	NRC Regional Offices-Remote Sites
7	NRC Billing Instructions with Statistical Summary Report format
8	Payment Information Form - ACH Vendor Payment System (SF 3881)