

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS**

1 REQUISITION NO  
ADM-00-008

*DOD*

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE 12-15-1999	4. ORDER NO. DR-00-0052	MODIFICATION NO.	5. SOLICITATION NO. ADM-00-008	6. SOLICITATION ISSUE DATE
7. FOR SOLICITATION INFORMATION CALL:	a. NAME Yvette Brown	b. TELEPHONE NO. (No Collect Calls) 301-415-6507		8. OFFER DUE DATE/LOCAL TIME	

9. ISSUED BY  U.S. Nuclear Regulatory Commission Division of Contracts and Property Mgt. Attn: T-7-I-2 Contract Management Branch Washington DC 20555	CODE	10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(A)  SIC: 8011 SIZE STANDARD: \$5.0 Million	11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE  13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>	12. DISCOUNT TERMS N/A
15. DELIVER TO  U.S. Nuclear Regulatory Commission ADM/DFS/PERSEC - Mail Stop T-6 E46 ATTN: Christine Secor Project Officer Washington DC 20555		16. ADMINISTERED BY	14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	

17a. CONTRACTOR/OFFEROR  RODNEY V. BURBACH, M.D., P.C. 5630 Wisconsin Avenue #1004  Chevy Chase MD 20815  TELEPHONE NO. 202-483-2800	CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY  U.S. Nuclear Regulatory Commission Office of the Chief Financial Officer Attn: GOV/COM Acctng. Section T-9H4  Washington DC 20555	CODE
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<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER	<input type="checkbox"/> 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM
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19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES <i>See CONTINUATION Page</i>	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	NOTICE: This is a commercial item, simplified acquisition for services.				

25. ACCOUNTING AND APPROPRIATION DATA JOB CODE: D2375 BOC: 252A APPN: 31X0200 B&R No.: 04015-511110 Obligation Amount: \$18,000.00	26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$18,000.00
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<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.	<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>2</u> 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 _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:	

30a. SIGNATURE OF OFFEROR/CONTRACTOR <i>Ron Burbach</i>	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) <i>Spice A. Fields</i>
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) Rodney V. Burbach, MD	31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) for Sharon D. Stewart
30c. DATE SIGNED 12/15/99	31c. DATE SIGNED 12/15/99

32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED	33. SHIP NUMBER PARTIAL FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER	
32c. DATE	38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (Print)
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	42b. RECEIVED AT (Location)
41c. DATE	42c. DATE REC'D (YY/MM/DD)
	42d. TOTAL CONTAINERS

*DFO2*

*PDR CONTR NRC -*

**SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS**

**B.1 ADDENDA SCHEDULE OF SUPPLIES OR SERVICES**

**B.2 PROJECT TITLE**

The title of this project is as follows:

"MEDICAL REVIEW OFFICER (MRO) SERVICES"

**B.3 BRIEF DESCRIPTION OF WORK (MAR 1987)**

ALTERNATE 1 (JUNE 1988)

(a) The purpose of this contract is to obtain the services of two highly qualified doctors (designating one as primary) to review all employee, applicant, and occasionally, NRC contractor, licensee and other personnel urinalyses test results; interpret and evaluate positive results; and advise NRC management officials of their evaluation and findings.

(b) Orders will be issued for work required by the NRC in accordance with 52.216-18 - Ordering. Only Contracting Officers of the NRC or other individuals specifically authorized under this contract may authorize the initiation of work under this contract. The provisions of this shall govern all orders issued hereunder.

**B.4 SCHEDULE OF ITEMS AND PRICES**

Upon receipt of a delivery order from the NRC Project Officer, or designee, the Contractor shall review all employee/applicant/contractor personnel urinalyses test results; interpret and evaluate positive results; and advise the NRC management officials of their evaluation and findings for a period of two years in accordance with Section B.7 at the prices stated below. The fixed price includes all direct and indirect costs to perform the work specified in Section B.7.

**B.4.1 BASE YEAR (12/15/1999 - 12/14/2001)**

	EST. QTY.	FIRM-FIXED UNIT PRICE	EXTENDED PRICE
1. Rev/eval/cert test rslts (incl all neg and QC test results)	2400 EA	\$9.33	\$22,392.00
2. Rev/eval/justify (as approp)/cert all pos tst rslts (excl QC pos)	50 EA	\$122.52	\$ 6,126.00
3. Advice & assistance on drug testing matters (may incl expert witness testimony)	60 HR	\$122.52	\$ 7,351.20
4. Submit tst rslts & other drug testing materials to NRC via express mail	8 EA	\$8.75	\$ 70.00
5. Travel to NRC HQs for 1 day to discuss aspects of NRC's Drug Testing Program	16 HR	\$122.52	\$ 1,960.32
	(2 trips not to exceed 16 hrs.)		

TOTAL CEILING PRICE (BASE YEAR) \$37,899.52

## B.4.2 OPTION YEAR ONE (12/15/2001 - 12/14/2002)

	EST. QTY.	FIRM-FIXED UNIT PRICE	EXTENDED PRICE
1. Rev/eval/cert test results (incl all neg and QC test results)	1200 EA	\$9.67	\$11,532.00
2. Rev/eval/justify (as approp)/cert all pos test rslts (excl QC pos)	25 EA	\$126.20	\$ 3,155.00
3. Advice & assistance on drug testing matters (may incl expert witness testimony)	30 HR	\$126.20	\$ 3,786.00
4. Submit tst rslts & other drug testing materials to NRC via express mail	4 EA	\$8.75	\$ 35.00
5. Travel to NRC HQs for 1 day to discuss aspects of NRC's Drug Testing Program	8 HR	\$126.20	\$ 1,009.60
	(1 trip not to exceed 8 hrs.)		
TOTAL CEILING PRICE (OPTION YEAR ONE)			\$19,517.60

## B.4.3 OPTION YEAR TWO (12/15/2002 - 12/14/2003)

	EST. QTY.	FIRM-FIXED UNIT PRICE	EXTENDED PRICE
1. Rev/eval/cert test rslts (incl all neg and QC test results)	1200 EA	\$9.90	\$11,880.00
2. Rev/eval/justify (as approp)/cert all pos tst rslts (excl QC pos)	25 EA	\$129.98	\$ 3,249.50
3. Advice & assistance on drug testing matters (may incl expert witness testimony)	30 HR	\$129.98	\$ 3,899.40
4. Submit tst rslts & other drug tsting materials to NRC via express mail	4 EA	\$8.75	\$ 35.00
5. Travel to NRC HQs for 1 day to discuss aspects of NRC's Drug Testing Program	8 HR	\$129.98	\$ 1,039.84
	(1 trip not to exceed 8 hrs.)		
TOTAL CEILING PRICE (OPTION YEAR TWO)			\$20,103.74

**B.4.4 OPTION YEAR THREE (12/15/2003 - 12/14/2004)**

	EST. QTY.	FIRM-FIXED UNIT PRICE	EXTENDED PRICE
1. Rev/eval/cert test rslts (incl all neg and QC test results)	1200 EA	\$10.20	\$12,240.00
2. Rev/eval/justify (as approp)/cert all pos tst rslts (excl QC pos)	25 EA	\$133.88	\$ 3,347.00
3. Advice & assistance on drug testing matters (may incl expert witness testimony)	30 HR	\$133.88	\$ 4,016.40
4. Submit tst rslts & other drug testing materials to NRC via express mail	4 EA	\$8.75	\$ 35.00
5. Travel to NRC HQs for 1 day to discuss aspects of NRC's Drug Testing Program	8 HR	\$133.88	\$ 1,071.04
		(1 trip not to exceed 8 hrs.)	

TOTAL CEILING PRICE (OPTION YEAR THREE) \$20,709.44

GRAND TOTAL CEILING PRICE (FIVE YEARS) \$98,230.30

**B.5 STATEMENT OF WORK****B.5.1 BACKGROUND**

The U.S. Nuclear Regulatory Commission (NRC) has established a Drug Testing Program as mandated by Executive Order 12564, "Drug-Free Federal Workplace." As a result, the NRC requires on-call services of two highly qualified medical review officials (MROs) to review all NRC employees (NRC Headquarters, Regions, and remote sites), applicant, and occasionally, contractor personnel urinalysis test results; to interpret and evaluate positive test results; and to advise NRC management officials of their evaluation and findings. Attached are Executive Order 12564 (Attachment 1) and the U.S. Department of Health and Human Services (HHS) Mandatory Guidelines for Federal Workplace Drug Testing Programs, dated June 9, 1994 (Attachment 2).

The requirements of the Defense Nuclear Facilities Safety Board (DNFSB) are also included in this contract. All references to "NRC" in the Statement of Work are interchangeable with the DNFSB "The Board."

**B.5.2 OBJECTIVE**

The contractor shall perform the following tasks:

1. Review various aspects of the NRC Drug Testing Program and recommend changes and improvements;
2. Review and evaluate all test results obtained through NRC's Drug Testing Program;
3. Examine alternative explanations for positive results;
4. Render his/her professional opinion, in writing, to NRC Headquarters Assistant Drug Program Coordinator (HQ ADPC) as to whether the test result is an unjustified positive;
5. Protect all employee/applicant/contractor personnel records against unauthorized disclosure and use;
6. Provide assistance on technical aspects of the NRC Drug Testing Program;
7. Provide specialized drug abuse and testing related advice and assistance on personnel security matters; and
8. Provide continuous coverage, either by the primary or the designated backup MRO.

**B.5.3 SCOPE OF WORK**

The Medical Review Officer (MRO) shall, at a minimum, accomplish the following tasks:

Task 1: Review various aspects of the NRC Drug Testing Program and recommend changes and improvements.

(a) Review the medical, scientific and technical aspects of the NRC directives concerning the NRC Drug Testing Program and recommend changes and improvements; and

(b) Provide expert advice and medical interpretations to NRC management in terminology meaningful to management officials as measured against the current HHS Mandatory Guidelines, dated June 9, 1994, and any revision thereto.

Task 2: Review and interpret test results.

(a) Examine, review and interpret test results obtained through NRC's Drug Testing Program;

(b) Following guidelines specified in the HHS Mandatory Guidelines, dated June 9, 1994, and any revision thereto, direct, if appropriate, that the split portion of specimen (bottle B) be tested at NRC's contracted primary or secondary laboratory. The MRO shall advise the employee/applicant/contractor personnel that he/she may request the split portion of specimen (bottle B) be tested within 72 hours of receiving notice by the MRO that he/she tested positive.

(c) Consult, when necessary, with a forensic toxicologist or individuals with equivalent forensic experience in urine drug testing who shall be made available by the NRC's contracted laboratory to resolve questions.

Task 3: Examine alternate medical explanations for positive results.

(a) Conduct a professional medical interview, if appropriate, with the employee/applicant/contractor personnel;

(b) Conduct a review of the employee/applicant/contractor personnel's medical records and history made available by the employee/applicant/contractor personnel when a confirmed positive test result could have resulted from legally prescribed medication;

(c) Review other relevant biomedical factors; and

(d) Consult on a professional basis, as required, with medical or scientific professionals from NRC's contracted laboratories, other Federal agencies, or suppliers of professional services regarding individual NRC employee/applicant/contractor personnel.

Task 4: Render his/her professional opinion on positive test results.

(a) The MRO shall render his/her professional opinion in writing to the HQ ADPC as to whether a positive test result reported by the NRC's contracted laboratory is positive or negative. By close of the work day following receipt of negative test results from the NRC's contracted laboratory, the MRO shall certify in writing the



negative test results and transmit to the HQ ADPC through the Drug Program Manager or Drug Program Specialist. Test results shall initially be transmitted by electronic means, e.g., facsimile, with prior notification to designated NRC Security staff, and in a manner consistent with the Privacy Act, 5 U.S.C.552.a. The test results shall then be transmitted by First Class or Express mail.

(b) If the MRO in his/her professional opinion renders a positive test result reported by the NRC's contracted laboratory as positive, then he/she shall report the positive test result to the HQ ADPC, first by telephone and then in writing, through the Drug Program Manager without waiting for the employee/applicant/contractor personnel to request that the split portion of specimen (bottle B) be tested. If the result of the test on the split portion of specimen (bottle B) fails to reconfirm the result reported for bottle A, the MRO shall void the test for bottle A. The MRO shall immediately notify the NRC when a failed reconfirm has occurred. The MRO may direct a retest of a single specimen (e.g., no split provided) or the first specimen (bottle A) of a split specimen collection before making a decision on a positive test result. The retest may be performed by the NRC's contracted primary laboratory, or an aliquot of the first portion of specimen (bottle A) may be sent to NRC's contracted secondary laboratory for a retest. The positive test result shall be reported to the HQ ADPC through the Drug Program Manager, first by telephone, and then in writing indicating that the positive result is "unjustified" together with all relevant documentation supporting this finding.

(c) If there is a legitimate medical explanation for the positive test result, the written finding to the HQ ADPC will be that the result is negative, and no further action is required.

(d) The MRO shall also, based on review of inspection reports, quality control data, multiple samples, and other pertinent results, deem the result scientifically insufficient for further action and declare the test specimen invalid.

(e) Following guidance specified in Substance Abuse and Mental Health Services Administration (SAMHSA) Medical Review Officer Manual (Attachment 4), and any revision thereto, the MRO shall verify, before certifying a confirmed positive result for opiates, that there is clinical evidence (in addition to the urine test) of illegal use of any opium, opiate, or opium derivative (e.g., morphine/codeine) listed in Schedule I or II of the Controlled Substance Act. This requirement does not apply if NRC's gas chromatography/mass spectrometry confirmation testing for opiates verified the presence of 6-monoacetylmorphine since the presence of this metabolite is proof of heroin use.

The NRC's contracted laboratory does not automatically utilize the 6-MAM test when confirming any opiate positive laboratory result. However, the laboratory will conduct the 6-MAM test if the MRO requests it be completed.

(f) If the review and evaluation of a positive result also requires a physical review, then a visit to the MRO by the

employee/applicant/contractor personnel shall be coordinated by the MRO with the Drug Program Manager.

Task 5: Safeguard test results.

(a) All employee/applicant/contractor personnel files shall be treated as confidential and are subject to the provision of the Privacy Act, 5 U.S.C. 552a and the patient access and confidentiality provisions of Section 503 of Public Law 100-71. All requests for such files shall be referred to the HQ ADPC. No files shall be released, except as provided herein, without NRC approval.

(b) Disclosure of any employee/applicant/contractor personnel records generated by the NRC Drug Testing Program must also be in accordance with System of Records NRC-35 (Attachment 3).

Task 6: Provide technical direction with respect to matters arising from other NRC contracts awarded in support of the NRC Drug Testing Program.

Examples of technical direction are: review the specimen collection/chain of custody procedures used by NRC's specimen collection contractor; both the overall procedures and procedures as they may have been applied to a specific collection where some part of it may have been called into question; review some portion of the testing laboratory's procedures (e.g. handling of a specimen, obtaining interpretative testing information, etc.); provide advice on suggestions for reasonable suspicion and follow-up testing.

Serve as the Contracting Officer's Technical Representative with respect to matters arising from other NRC contracts awarded in support of the NRC Drug Testing Program, i.e., urine specimen collection; laboratory analysis of specimens; and quality assurance.

Task 7: Provide specialized drug related advice and assistance to the NRC in areas not specifically related to the Drug Testing Program (e.g., personnel security clearance matters).

The MRO may be asked for advice regarding personnel security applicant cases where past drug use or specific behavior may indicate a problem or a need for an actual drug test. Personnel Security Branch Specialists may discuss certain areas with the MRO (e.g. send the MRO background information) and ask for an opinion or recommendation regarding drug testing. A substance abuse assessment may be required.

Task 8: Be continuously available to provide services required by this statement of work or provide equivalent back-up professional support. Both the primary MRO and the back-up professional support must be physically located at the facility address to which testing results are sent. In addition, both MROs must have the same mailing address and telephone number. On an as needed basis, be available to provide expert witness testimony.

**B.5.4 MRO REQUIREMENTS**

(1) The MRO shall be continuously available or provide an equally qualified backup who is physically located at the facility address to which testing results are sent. In addition, both MROs must have the same mailing address and telephone number.

(2) The MRO shall be a licensed psychiatrist with knowledge of drug abuse disorders and possess the ability to evaluate positive test results. Familiarity with prescription medications and other substances which could result in a positive drug test.

(3) The MRO shall be certified by the American Society for Addictive Medicine (ASAM) and be certified or obtain certification within six months of contract award by the American Association for Medical Review Officers (AAMRO) or ASAM - MRO. If training to obtain the AAMRO or ASAM certification is not available within 6 months of contract award, the primary MRO shall serve as the "only" MRO until such time the backup MRO receives the AAMRO or ASAM certification.

(4) The MRO shall have experience in drug testing laboratory methodology. General knowledge and understanding of drug testing laboratory methodology used to perform analysis (e.g., initial screening and confirmatory testing) and some understanding of drug kinetics.

(5) The MRO shall have experience in personal interaction with individuals experiencing drug abuse disorders and advising others in matters relating to drug use and drug abuse disorders.

(6) The MRO shall have experience as a medical advisor providing assistance to Government agencies, hospitals, universities or private companies in the area of drug and alcohol abuse.

(7) The MRO shall provide at no cost to the NRC, any medical reference material or specialized medical equipment, to include computer hardware/software and facsimile, needed for performance of work under this contract.

(8) The NRC may request the presence of the MRO on site at NRC offices (Headquarters, Regions, and remote sites). If such visits are necessary, the HQ ADPC shall notify the MRO by telephone no less than 5 working days prior to requesting such a visit. When scheduled, the MRO shall be obligated to work a minimum of one hour per visit. If NRC believes additional time will be required per visit, this shall be requested when the visit is scheduled.

(9) The HQ ADPC through the Drug Program Manager shall monitor the non-technical aspects of the MRO's performance. The NRC shall recommend any necessary changes to the performance of the MRO to enhance the consistency or timeliness of performance. If the HQ ADPC concludes that the MRO's performance is unprofessional, untimely, or disruptive to the smooth progression of the drug testing program, the NRC will find the contractor's performance unacceptable and may terminate the contract for default.

(10) The NRC may conduct announced quality control visits of the MRO's facilities and procedures followed. The HQ ADPC shall notify the MRO by telephone no less than 5 working days prior to requesting such a visit.

(11) The MRO shall not delegate any of the specified tasks as outlined in the SOW. Administrative staff identified as key personnel may file testing records and receive test results from NRC's contract testing laboratory but may not review, evaluate, nor certify any test results.

[End of Clause]

**SECTION C - CONTRACT CLAUSES****C.1 52.216-18 ORDERING (OCT 1995)**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from December 15, 1999 through December 14, 2001.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

**C.1.1 ORDERING PROCEDURES**

(1) In addition to the contracting officer, contract specialist, and project officer, the following individual is authorized to issue delivery orders under this contract:

Susan Marshall (NRC)    Sue Dickerson (DNFSB)    Veronica McCray  
(DNFSB)

(2) All delivery orders shall be prepared in accordance with the following:

a. The drug testing laboratory shall report the test results to the Medical Review Officer (MRO). The laboratory shall only send to the MRO a certified copy of the original chain of custody form signed by the individual responsible for attesting to the validity of the test reports. The laboratory provides a statistical summary of urinalysis testing of Federal employees, excluding any personnel identifying information, to the NRC Project Officer. The MRO shall notify the HQ ADPC of all the test results in writing as discussed in Task 4 of the Statement of Work.

b. For each series of random testing at NRC Headquarters, Regional Offices or at remote sites, NRC shall notify the MRO in writing, identifying each NRC employee/applicant/contractor personnel from whom a urine specimen was collected and for whom the MRO should receive a test result from the testing laboratory. In addition, the MRO shall receive a copy of the chain of custody form on each employee. For all other types of testing, the MRO shall receive a letter from NRC Headquarters or the Regional Offices, identifying each employee/ applicant/contractor personnel who provided a urine specimen and for whom the MRO should receive a copy

of the chain of custody form for each of these individuals. The MRO shall notify the NRC if any of the results are not received from the testing laboratory within seven work days. The MRO shall not return test results to NRC or charge NRC for test results reviewed for any individual not identified by NRC.

c. When the need for advice and assistance on drug testing matters arise, as outlined in Task 1, 6 and 7, NRC will notify the MRO of the specific requirements on an as needed basis. Orders may be placed by telephone or transmitted by facsimile followed by written telecommunications.

### **C.2 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 , 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 estimated quantity;

(2) Any order for a combination of items in excess of estimated quantity;

(3) A series of orders from the same ordering office within seven (7) days that together call for quantities exceeding the limitation in subparagraph (b)(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 seven (7) 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.

### **C.3 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 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.

**C.4 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 by the first day of each fiscal year of the Government or within 60 days after funds for that fiscal year become available, whichever date is later; provided that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

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

### **C.5 2052.215-72 PROJECT OFFICER AUTHORITY-ALTERNATE 1**

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

Name: Christine Secor

Address: U.S. Nuclear Regulatory Commission  
ADM/DFS/PERSEC  
Mail Stop T-6 E46  
Washington, DC 20555

Telephone Number: 301-415-6546

(b) The project officer shall:

(1) Place delivery orders for items required under this contract.

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

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

(4) 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.

### **C.6 NOTICE LISTING CLAUSES INCORPORATED BY REFERENCE**

The following clauses are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at "52.252-2 CLAUSES INCORPORATED BY REFERENCE" contained in this FAR 52.252-2 contains the internet address for electronic access to full text of a clause.

NUMBER	TITLE	DATE
52.211-16	VARIATION IN QUANTITY	APR 1984
52.222-42	STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES	MAY 1989
52.222-47	SERVICE CONTRACTS ACT (SCA) MINIMUM WAGES AND FRINGE BENEFITS	MAY 1989
52.223-6	DRUG-FREE WORKPLACE	JAN 1997
52.225-1	BUY AMERICAN CERTIFICATE	DEC 1989



52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.232-33	PAYMENT BY ELECTRONIC FUNDS--CENTRAL CONTRACTOR REGISTRATION	MAY 1999
52.237-1	SITE VISIT	APR 1984
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	APR 1984
52.242-10	F.O.B. ORIGIN--GOVERNMENT BILLS OF LADING OR PREPAID POSTAGE	APR 1984
52.243-1	CHANGES--FIXED-PRICE	AUG 1987

**C.7 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS  
(MAY 1999)**

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its postacceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee's rights to be paid amounts due as a result of performance of this contract, may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727).

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is

reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice. The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized,) to the address designated in the contract to receive invoices. An invoice must include--

(1) Name and address of the Contractor;

(2) Invoice date;

(3) Contract number, contract line item number and, if applicable, the order number;

(4) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(5) Shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(6) Terms of any prompt payment discount offered;

(7) Name and address of official to whom payment is to be sent; and

(8) Name, title, and phone number of person to be notified in event of defective invoice.

Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. Contractors are encouraged to assign an identification number to each invoice.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. If the Government makes payment by Electronic Funds Transfer (EFT), see 52.212-5(b) for the appropriate EFT clause.

In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of

computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the date on which an electronic funds transfer was made.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.c. 2409 relating to whistle blower protections; 49 U.S.C 40118, Fly American; and 41 U.S.c. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

**C.8 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MAY 1999)**

(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:

(Contracting Officer shall check as appropriate.)

- [x] (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).

(2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999).

(3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer).

(4) (i) 52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

(ii) Alternate I to 52.219-5.

(iii) Alternate II to 52.219-5.

(5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637 (d)(2) and (3)).

(6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637(d)(4)).

(7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).

(8) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

(ii) Alternate I of 52.219-23.

(9) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(10) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(11) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

(12) 52.222-26, Equal Opportunity (E.O. 11246).

(13) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).

(14) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).

(15) 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).

(16) 52.225-3, Buy American Act. Supplies (41 U.S.C. 10).

(17) 52.225-9, Buy American Act. Trade Agreements Act. Balance of Payments Program (41 U.S.C. 10, 19 U.S.C. 2501-2582).

(18). [Reserved]

(19) 52.225-18, European Union Sanctions for End Products (E.O. 12849).

(20) 52.225-19, European Union Sanctions for Services (E.O. 12849).

(21)(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.

(22) 52.232-33, Payment by Electronic Funds Transfer-- Central Contractor Registration (31 U.S.C. 3332).

(23) 52.232-34, Payment by Electronic Funds Transfer-- Other than Central Contractor Registration (31 U.S.C. 3332).

(24) 52.232-36, Payment by Third Party (31 U.S.C. 3332).

(25) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).-

(26) 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:

(Contracting Officer check as appropriate.)

(1) 52.222-41, Service Contract Act of 1965, As amended (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 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 Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212);

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793); and

(4) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

**C.9 NRC Acquisition Clauses - (NRCAR) 48 CFR Ch. 20**

2052.209-73 CONTRACTOR ORGANIZATIONAL CONFLICTS OF INTEREST

**C.10 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 Vendor/Miscellaneous Payment Enrollment Form" found as an attachment to this document. 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. Further information concerning the addendum is provided at Attachment 7. The ACN 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, Mail Stop 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 institutions 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."