

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES

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

1. DATE OF ORDER 05/26/2016		2. CONTRACT NO. (If any) GS07F0055W		6. SHIP TO: a. NAME OF CONSIGNEE US NUCLEAR REGULATORY COMMISSION-	
3. ORDER NO. NRC-HQ-50-16-T-0001		4. REQUISITION/REFERENCE NO. NMSS-16-0053/0118/0141			
5. ISSUING OFFICE (Address correspondence to) US NRC - HQ ACQUISITION MANAGEMENT DIVISION MAIL STOP TWFN-5E03 WASHINGTON DC 20555-0001				b. STREET ADDRESS MAIL PROCESSING CENTER 4930 BOILING BROOK PARKWAY	
				c. CITY ROCKVILLE	e. ZIP CODE 20852
7. TO: a. NAME OF CONTRACTOR YAMASATO FUJIWARA HIGA ASSOCIATES INC				f. SHIP VIA	
b. COMPANY NAME				8. TYPE OF ORDER <input type="checkbox"/> a. PURCHASE <input checked="" type="checkbox"/> b. DELIVERY	
c. STREET ADDRESS 8401 WASHINGTON PLACE NE				REFERENCE YOUR: Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.	
d. CITY ALBUQUERQUE		e. STATE NM	f. ZIP CODE 87113	Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.	
9. ACCOUNTING AND APPROPRIATION DATA See Schedule				10. REQUISITIONING OFFICE OFFICE OF NUCLEAR MATERIAL	

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

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	This is a firm-fixed-price FSS Delivery Order for the services outlined in the statement of work (SOW). Accounting Info: 2016-X0200-FEEBASED-50-50D006-34-5-139-1044-252A Continued ...					

18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h) TOTAL (Cont. pages)
21. MAIL INVOICE TO: a. NAME US NUCLEAR REGULATORY COMMISSION						
b. STREET ADDRESS (or P.O. Box)		TWO WHITE FLINT NORTH 11545 ROCKVILLE PIKE MAILSTOP T9-B07 NRCPAYMENTSNRCGOV		c. CITY ROCKVILLE		17(i) GRAND TOTAL
d. STATE MD		e. ZIP CODE 20852-2738		f. AMOUNT \$133,503.62		

22. UNITED STATES OF AMERICA BY (Signature) 		23. NAME (Typed) JERRY PURCELL TITLE: CONTRACTING/ORDERING OFFICER	
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OPTIONAL FORM 347 (Rev. 2/2012)
Prescribed by GSA/FAR 48 CFR 53.213(f)

TEMPLATE - ARMM

SUNSI REVIEW COMPLETE

JUN - 1 2016

ADM002

PAGE NO

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DATE OF ORDER

CONTRACT NO.

ORDER NO.

NRC-HQ-50-16-T-0001

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	Period of Performance: 06/01/2016 to 05/31/2017					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

\$0.00

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OPTIONAL FORM 348 (Rev. 4/2006)

Prescribed by GSA FAR (48 CFR) 53.213(f)

CONTRACTOR ACCEPTANCE OF DELIVERY ORDER NRC-HQ-50-16-T-0001

Acceptance of Delivery Order No: NRC-HQ-50-16-T-0001 should be made by having an official, authorized to bind your organization, execute two copies of this document in the space provided and return one copy to the Contracting Officer. You should retain the other copy for your records.

Accepted Delivery Order No: NRC-HQ-50-16-T-0001:



Name Phoebe Wright

Contracts Manager

Title

5/24/14

Date

SECTION B. CONTINUATION OF SUPPLIES/SERVICES

B.1 CONSIDERATION AND OBLIGATION—FIRM FIXED PRICE (JUN 1988)

- (a) The ceiling of this order for services is \$133,503.62.
- (b) This order is subject to the minimum and maximum ordering requirements set forth in the contract.
- (c) The amount presently obligated with respect to this order is \$23,195.19. The obligated amount shall, at no time, exceed the order 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 order, in accordance with FAR Part 43 - Modifications. Any work undertaken by the Contractor in excess of the obligated amount specified above is done so at the Contractor's sole risk and may not be reimbursed by the Government.
- (d) The Contractor shall comply with the provisions of FAR 52.232-22 - Limitation of Funds, for incrementally-funded delivery orders or task orders.

B.2 PRICE SCHEDULE

BASE PERIOD: 06/01/2016 – 05/31/2018

CLIN	EQUIPMENT	QTY	UNIT	UNIT PRICE	TOTAL PRICE
0001	Beta-Gamma IMDs -Quarterly (Type P-1000/quarter)		EA		
0002	Beta-Gamma IMDs Monthly (Type P-17/per month)		EA		
0003	Beta-Gamma Neutron IMDs- Fast (Type J estimate 132/quarter)		EA		
0004	Beta-Gamma Neutron IMDs- Thermal (Type T estimate 57/quarter)		EA		
0005	Finger Rings for Beta and Gamma Radiation Monitoring		EA		
0006	Emergency Processing for Beta-Gamma IMDs; Beta- Gamma Neutron IMDs; and Finger Rings for Beta and Gamma Radiation Monitoring		EA		

0007	Lost or Damaged IMDs and Holders for all IMDs		EA		
0008	Lost Rings		EA		
0009	OPTIONAL – Annual Reports on CD		EA		
0010	OPTIONAL – Annual Reports on CD		EA		

TOTAL BASE YEAR INCLUDING OPTIONS PRICE: \$26,377.46

OPTION PERIOD ONE: 06/01/2017 – 05/31/2018

CLIN	EQUIPMENT	QTY	UNIT	UNIT PRICE	TOTAL PRICE
1001	Beta-Gamma IMDs -Quarterly (Type P-1000/quarter)		EA		
1002	Beta-Gamma IMDs Monthly (Type P-17/per month)		EA		
1003	Beta-Gamma Neutron IMDs-Fast (Type J estimate 132/quarter)		EA		
1004	Beta-Gamma Neutron IMDs-Thermal (Type T estimate 57/quarter)		EA		
1005	Finger Rings for Beta and Gamma Radiation Monitoring		EA		
1006	Emergency Processing for Beta-Gamma IMDs; Beta-Gamma Neutron IMDs; and Finger Rings for Beta and Gamma Radiation Monitoring		EA		
1007	Lost or Damaged IMDs and Holders for all IMDs		EA		
1008	Lost Rings		EA		
1009	OPTIONAL – Annual Reports on CD		EA		
1010	OPTIONAL – Annual Reports on CD		EA		

TOTAL OPTION YEAR ONE INCLUDING OPTIONS PRICE: \$26,377.46

OPTION PERIOD TWO: 06/01/2018 – 05/31/2019

CLIN	EQUIPMENT	QTY	UNIT	UNIT PRICE	TOTAL PRICE
2001	Beta-Gamma IMDs -Quarterly (Type P-1000/quarter)		EA		
2002	Beta-Gamma IMDs Monthly (Type P-17/per month)		EA		
2003	Beta-Gamma Neutron IMDs-Fast (Type J estimate 132/quarter)		EA		
2004	Beta-Gamma Neutron IMDs-Thermal (Type T estimate 57/quarter)		EA		
2005	Finger Rings for Beta and Gamma Radiation Monitoring		EA		
2006	Emergency Processing for Beta-Gamma IMDs; Beta-Gamma Neutron IMDs; and Finger Rings for Beta and Gamma Radiation Monitoring		EA		
2007	Lost or Damaged IMDs and Holders for all IMDs		EA		
2008	Lost Rings		EA		
2009	OPTIONAL – Annual Reports on CD		EA		
2010	OPTIONAL – Annual Reports on CD		EA		

TOTAL OPTION YEAR TWO PRICE INCLUDING OPTIONS PRICE: \$26,377.46

OPTION PERIOD THREE: 06/01/2019 – 05/31/2020

CLIN	EQUIPMENT	QTY	UNIT	UNIT PRICE	TOTAL PRICE
3001	Beta-Gamma IMDs - Quarterly (Type P-1000/quarter)		EA		
3002	Beta-Gamma IMDs Monthly (Type P-17/per month)		EA		
3003	Beta-Gamma Neutron IMDs-Fast (Type J estimate 132/quarter)		EA		
3004	Beta-Gamma Neutron IMDs-Thermal (Type T estimate 57/quarter)		EA		
3005	Finger Rings for Beta and Gamma Radiation Monitoring		EA		
3006	Emergency Processing for Beta-Gamma IMDs; Beta-Gamma Neutron IMDs; and Finger Rings for Beta and Gamma Radiation Monitoring <i>(GSA unit price of \$47.85 is in effect until 10/21/2019)</i>		EA		
3007	Lost or Damaged IMDs and Holders for all IMDs		EA		
3008	Lost Rings – <i>(GSA unit price of \$3.81 is in effect until 10/21/2019)</i>		EA		
3009	OPTIONAL – Annual Reports on CD		EA		
3010	OPTIONAL – Annual Reports on CD		EA		

TOTAL OPTION YEAR THREE INCLUDING OPTIONS PRICE: \$27,185.62

OPTION PERIOD FOUR: 06/01/2020 – 05/31/2021

CLIN	EQUIPMENT	QTY	UNIT	UNIT PRICE	TOTAL PRICE
4001	Beta-Gamma IMDs -Quarterly (Type P-1000/quarter)		EA		
4002	Beta-Gamma IMDs Monthly (Type P-17/per month)		EA		
4003	Beta-Gamma Neutron IMDs-Fast (Type J estimate 132/quarter)		EA		
4004	Beta-Gamma Neutron IMDs-Thermal (Type T estimate 57/quarter)		EA		

4005	Finger Rings for Beta and Gamma Radiation Monitoring		EA		
4006	Emergency Processing for Beta-Gamma IMDs; Beta-Gamma Neutron IMDs; and Finger Rings for Beta and Gamma Radiation Monitoring		EA		
4007	Lost or Damaged IMDs and Holders for all IMDs		EA		
4008	Lost Rings		EA		
4009	OPTIONAL – Annual Reports on CD		EA		
4010	OPTIONAL – Annual Reports on CD		EA		

TOTAL OPTION YEAR FOUR INCLUDING OPTIONS PRICE: \$27,185.62

TOTAL BASE AND ALL EXERCISED OPTIONS PRICE: \$133,503.62

B.3 PERIOD OF PERFORMANCE (AUG 2011)

This contract shall commence on June 1, 2016 and will expire on May 31, 2017.

B.4 PACKAGING AND MARKING (AUG 2011)

(a) The Contractor shall package material for shipment to the NRC in such a manner that will ensure acceptance by common carrier and safe delivery at destination. Containers and closures shall comply with the Surface Transportation Board, Uniform Freight Classification Rules, or regulations of other carriers as applicable to the mode of transportation.

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

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

B.5 STATEMENT OF WORK

B.5.1 Project Title

NRC Personnel Radiation Monitoring Program

B.5.2 Background

The U.S. Nuclear Regulatory Commission (NRC), a federal regulatory agency, monitors approximately 1,000 of its personnel for occupational exposure to ionizing radiation. NRC uses commercially available individual monitoring devices ("IMDs") to measure personnel exposure. Monitored individuals work in the Headquarters Offices, four (4) Regional Offices, the Technical Training Center, and also at reactor and fuel cycle facilities throughout the United States.

NRC personnel exposure to ionizing radiations (e.g., beta, gamma, and neutron) can occur during inspections and site visits of facilities and sites where NRC licensed operations are being conducted. The IMDs, supplied by the dosimetry supplier/processor (contractor), measure the individual's occupational radiation exposure to ionizing radiation during the performance of the individual's regulatory duties. The IMDs are returned for processing to determine the type and amount of occupational radiation exposure received (dose). The contractor provides evaluation reports on the occupational exposures (doses). The NRC loads or downloads this information into internal databases, which are part of the NRC recordkeeping system.

B.5.3 Objective

The objective of this task order is to provide appropriate types and quantities of IMDs for NRC personnel to measure and record the occupational ionizing radiation dose they receive in the performance of their duty. The IMDs are to be provided by the contractor to the appropriate NRC Radiation Safety Officer (RSO) or designee in the Headquarters, Regional Offices, and the Technical Training Center, and returned to the contractor for processing, evaluation, and reporting. Reports of these evaluations shall be generated by the contractor and sent to the appropriate RSO in the Headquarters, Regional Offices, the Technical Training Center, and to the contractor maintaining NRC's employee exposure database system (EEDS).

NRC management uses the reported information to help maintain NRC personnel exposures as low as is reasonably achievable (ALARA). Accurate and timely reporting of information is required for personnel to manage their exposure.

B.5.4 Scope of Work

To achieve the objective of this task order, the contractor shall provide qualified personnel and materials necessary to:

1. Provide and deliver the requested types and quantities of IMDs to NRC on a quarterly basis. On occasion, a shorter monitoring period or multiple IMDs may be required for specific individuals (e.g. monitoring on a monthly basis or for a declared pregnant woman).
2. Process IMDs returned to the contractor for evaluation of radiation exposure to the device (and thereby the individual wearing it).
3. Provide evaluation reports and exposure data, generated by the contractor to the appropriate RSO or designee in the Headquarters, Regional Offices, the Technical Training Center, and to the contractor maintaining NRC's employee exposure database system (EEDS).

B.5.5 Technical and Other Special Qualifications Required

Individual Monitoring Devices

B.5.6 Specifications for Personnel Monitoring

The contractor shall provide IMDs to the NRC for the purpose of determining the deep dose equivalent (DDE), lens dose equivalent (LDE), shallow dose equivalent, whole body (SDE, WB), and shallow dose equivalent, maximum exposed-extremity (SDE, ME) to its personnel. The IMDs shall have, as a minimum, the capability to detect beta, gamma, and x-ray radiation in accordance with the criteria of the latest applicable National Voluntary Laboratory Accreditation Program (NVLAP) for radiation dosimetry. In addition, the contractor shall provide, upon request, the additional capability of detecting neutrons with a fission energy spectrum similar to that found in a nuclear reactor facility. This neutron detection capability shall also be in accordance with the criteria of the latest applicable NVLAP criteria for neutron dosimetry.

The IMDs shall be processed in a program that is accredited by the current National Institute of Standards and Technology, NVLAP for appropriate categories of American National Standards Institute (ANSI) Standard 13.11. The contractor shall maintain the same level of Certificate of Accreditation from NVLAP, in accordance with the provisions of 10 CFR 20.1501(c), throughout the term of the task order as at the time of task order award. Each dosimeter shall be capable of detecting the radiations listed, and be reportable for, beta-gamma radiation, as specified in the table below, regardless of the lower limit of detection.

Beta-Gamma (B-G) IMDs

Radiation	Energy Range	Dose Range	Error Limits
Gamma, X-ray	0.01 - 10 MeV	0.001 - 500 rem	NVLAP limits
Beta	0.15 - 10 MeV	0.01 - 500 rem	NVLAP limits

Each neutron dosimeter shall be capable of detecting one or both of the neutron radiations listed, and be reportable for, neutron radiation as specified in the table below, regardless of the lower limit of detection.

Neutron (N) IMDs

Radiation	Energy Range	Dose Range	Error Limits
neutron (thermal)	0.25 eV – 40 keV	0.01 - 5 rem	NVLAP limits
neutron (fast)	40 keV – 20 MeV	0.02 – 25 rem	NVLAP limits

The contractor shall provide the required neutron dosimeters as integral to or packaged with the beta-gamma dosimeters so they form a single unit; unless a neutron dosimeter is specified for neutron detection only by an authorized individual (See Section B.5.9).

The contractor shall supply appropriate holders and all necessary instructions for the proper use of the supplied IMDs. IMDs shall be designed for attachment to clothing in a manner that allows the user to attach and remove them while impeding unintentional removal and damage to clothing.

The contractor shall also provide a control dosimeter to account for any in-transit exposures detected by IMDs such that in-transit exposure shall be deleted from the dose equivalent assigned to the individual user of the IMD. This requirement shall apply to IMDs that are in transit for the purpose of routine exchanges/returns, emergency exchanges/returns, and late exchanges/returns.

B.5.7 Wear Period

The wear period for most personnel is expected to be quarterly, but up to five (5) percent of the total annual quantity may be monthly. The quarterly wear periods are expected to start on the 1st of January, April, July and October. The monthly wear periods are expected to start on the 1st of each calendar month.

B.5.8 IMD Markings and Assignment

Each IMD shall be labeled with a unique serial number and the assigned wear period. The IMD shall have a color code for rapid identification of the wear period and be resistant to fading/smearing. Both IMDs assigned to individuals by name, and unassigned IMDs, shall be provided as requested. Assigned IMDs shall be labeled with the individual employee's name in addition to the serial number and wear period indicator.

For individuals not routinely monitored during the calendar quarter, NRC will provide the contractor, in writing by regular mail, facsimile, electronic mail, or via update to the NRC account information on the contractor's database via a secure internet connection with the name and appropriate identification number of each individual issued an originally unassigned IMD during the wear period, and the period it was worn. The contractor shall perform a one-time assignment of the results of these IMDs to the appropriate monitored individuals. Unassigned IMDs shall remain unassigned unless a permanent assignment is requested by NRC.

B.5.9 Delivery of IMDs

IMD's shall be delivered quarterly in quantities to be determined by the authorized individuals listed below subsequent to task order award. Addresses for delivery of the IMD's are contained in Section B.5.15 Deliverables and Delivery Schedule. The contractor shall deliver the requested number and type of IMDs at least 21 calendar days prior to the beginning of each quarter. Authorized individuals may contact the contractor during the quarter to request additional IMD's, if necessary.

The contractor shall provide, with each IMD shipment, a written list reflecting the serial number and assigned individual's name (if any) of each IMD in the shipment. The contractor shall have the ability to change IMD assignments received from the RSO, on a 10 calendar day notice, by telephone, written request via regular mail, facsimile, or electronic mail.

The following individuals are authorized to request delivery of and assign IMDs to NRC employees. These individuals are only authorized to request deliverable item(s) within the scope of this task order.

Authorized Individuals

- a. Radiation Safety Officer (RSO) or designee
NRC Region I
2100 Renaissance Blvd., Suite 100
King of Prussia, PA 19406-2713
- b. Radiation Safety Officer or designee
NRC Region II
Marquis One Tower
245 Peachtree Center Avenue N.E., Suite 1200
Atlanta, GA 30303
- c. Radiation Safety Officer or designee
NRC Region III
2443 Warrenville Road, Suite 210
Lisle, IL 60532-4352
- d. Radiation Safety Officer, Dosimetry Specialist, or designee
NRC Region IV
1600 East Lamar Boulevard
Arlington, TX 76011-4511

- e. Radiation Safety Officer or designee
NRC Headquarters
Office of Nuclear Material Safety and Safeguards (NMSS)
Mailstop T8-E18
11555 Rockville Pike
Rockville, MD 20852
- f. Radiation Safety Officer or designee
NRC Headquarters
Office of Nuclear Reactor Regulation (NRR)
Mailstop O7-G13,
11555 Rockville Pike
Rockville, MD 20852
- g. Radiation Safety Officer or Dosimetry Representative
Technical Training Center
Osborne Office Center
5746 Marlin Road, Suite 200
Chattanooga, TN 37411-5677

B.5.10 Return of IMDs

Each NRC RSO or designee will return IMDs within fifteen (15) business days after the end of the wear period at the expense of the Government. The contractor shall notify the COR if a return shipment has not been received from an NRC RSO within twenty (20) business days after the end of a wear period.

B.5.11 Evaluation of IMDs

The IMDs shall be evaluated by the contractor within ten (10) calendar days of receipt at the contractor's facility. If an IMD evaluation exceeds any of the investigation levels specified below, or indicates gross contamination, the contractor shall assign an expert who is experienced in evaluating exposure readings to conduct a comprehensive evaluation of the IMD. This evaluation shall be completed and a written report provided to the appropriate RSO within three (3) business days of the initial IMD evaluation. Within 7 days of task order award, the COR will provide the names and contact information of the RSOs to the contractor.

Investigation Level

Level	
375 mrem	Whole Body
1125 mrem	Lens of the eye
3750 mrem	Extremity (SD,ME)
3750 mrem	Skin of whole body (SD, WB)

The investigation levels above may be changed by the NRC to address changes in the NRC Radiation Safety Program. The contractor shall provide for the capability of changing these levels. When requested by NRC RSOs, the contractor shall assist in dose investigations to determine the validity of any unusual results. IMDs returned unopened in the original package shall not be evaluated and shall be deducted from the total IMDs invoiced.

B.5.12 Reports

The contractor shall provide the Monthly Letter Status Report (MLSR) quarterly. A template is provided in section D.2.

The contractor shall provide each RSO with a hard copy and CD-ROM of the quarterly dosimetry report of the exposure levels of individuals in the RSO's office within fifteen (15) calendar days after receipt of the IMDs in the contractor's facility.

The contractor shall supply to EEDS contractor (contact information to be provided subsequent to task order award) all dose records in an electronic format compatible with the NRC's EEDS software module for the importing of dosimetry processor records. EEDS format specifications are listed in Section B.5.22.

The contractor shall also supply all dose records in an electronic format compatible with the NRC's Regulatory Guide 8.7 for the electronic submittal of dosimetry processor records. Format specifications for electronic submittal of dose data are contained in Regulatory Guide 8.7 that is available from the NRC web page at <http://www.nrc.gov/reading-rm/doc-collections/reg-guides/occupational-health/rg/division-8/division-8-1.html>.

Corrections to dose records for prior reports that have already been reported to the NRC shall be submitted to EEDS contractor, the appropriate authorized individual and the COR in a separate file, within seven (7) calendar days of discovery of the error, with a note or indication that the file contains corrected records for a prior period.

B.5.13 Additional Services

The contractor shall also provide the following services as needed:

- a. Beta-Gamma extremity monitoring ("finger rings") shall be provided upon request of authorized individuals to the locations specified (estimate 10 per year);
- b. Emergency processing of IMDs equivalent to routine processing in quality, but within twenty-four (24) hours of receipt at the contractor's facility regardless of the time of day or day of the week (estimate 4 per year). Results of the processing shall be provided immediately by telephone to the appropriate RSO and confirmed in writing within one (1) week.
- c. Lost or damaged IMDs/holders shall be replaced upon request of the authorized individuals.
- d. In the event of litigation as a result of alleged radiation overexposure of any individual who was provided an IMD under this task order, the contractor shall cooperate fully by providing experts and witnesses to testify as to the methods and techniques used in the preparation and processing of the IMD.
- e. When requested by the authorized individuals, the contractor shall correct individual dosimetry records and update account information within two (2) weeks of receipt of the request.
- f. When requested by the authorized individuals, the contractor shall transfer an employee's database information from one account/group to another and shall include the employee's entire dosimetry history.

B.5.14 Reporting Requirements

The Contractor is required to provide a quarterly report in accordance with section B.5.12.

B.5.15 Deliverables and Delivery Schedule

IMDs shall be delivered to the following locations as described in section B.5.4:

- a. NRC Region I, 2100 Renaissance Blvd., Suite 100, King of Prussia, PA 19406-2713
- b. NRC Region II, Marquis One Tower, 245 Peachtree Center Avenue N.E., Suite 1200, Atlanta, GA 30303
- c. NRC Region III, 2443 Warrenville Road, Suite 210, Lisle, IL 60532-4352
- d. NRC Region IV, 1600 East Lamar Boulevard., Arlington, TX 76011-4511
- e. NRC Headquarters, Administrative Services Center, 11555 Rockville Pike, Rockville, MD 20852
- f. NRC Technical Training Center, Osborne Office Center, 5746 Marlin Road, Suite 200, Chattanooga, TN 37411-5677

The quarterly dosimetry reports shall be delivered to the appropriate RSO at the addressees specified in Section B.5.9 and to the NMSS RSO. Contact information for the NMSS RSO will be provided subsequent to task order award. A copy of the transmittal letter shall also be included with each quarterly dosimetry report.

B.5.16 Applicable Documents and Standards

Management Directive (MD) 10.131, "Protection of NRC Employees Against Ionizing Radiation" Revised in January 17, 2003. http://www.internal.nrc.gov/ADM/DAS/cag/Management_Directives/md10.131.pdf

B.5.17 Section 508 – Electronic and Information Technology Standards

See Section C.12.

B.5.18 Government-Furnished Property

N/A

B.5.19 Place of Performance

Performance shall take place at the contractor's facility.

B.5.20 Contractor Travel

There are no travel requirements for the work specified, except in the event of litigation as a result of alleged radiation overexposure of any individual provided an IMD under this contract. The contractor may be requested to provide experts and witnesses to testify as to the methods and techniques used in the preparation and processing of the IMD.

If such travel is required the contractor will be authorized travel expenses consistent with the Federal Travel Regulation (FTR) and the limitation of funds specified in the travel line item of this task order, and

the task order would be modified accordingly. All travel requires prior written Government approval from the CO, unless otherwise delegated to the COR.

B.5.21 Applicable Publications (Current Editions)

N/A

B.5.22 EEDS Format Specifications

B.5.22.1 Quarterly Data Files:

The contractor shall provide dosimetry reading results for the calendar quarter (or any other incremental time period within a monitoring year if requested by an authorized individual) in an electronic format, as stated below. The data file shall be transmitted electronically (or, upon request, on a CD-ROM) with the records for each Region and Office on separate media. Records for dosimetry that were not processed shall not be included in this file.

The data file shall be in ASCII or DBF format. If in DBF format, the field type shown shall be defined. For ASCII files, a carriage return and line feed shall be used at the end of each record in the file. All unused space in a field shall be padded with spaces.

- All dosimeters reported on the dosimeter report shall be included
- The dates shall be formatted as YYYYMMDD
- The columns shall not have any headings
- Dose Reporting
 - Doses shall be printed in Rem
 - 'ND' shall be shown for doses of minimal (left justified)
 - 'NR' shall be shown when dose is not present (left justified)
 - Three decimal places shall be shown
 - Leading zeros shall be shown for doses to fill all 8 characters
 - Examples:
 - 6mrem shown as 0000.006
 - 1934mrem shown as 0001.934
- Radiation Quality value represents the positive radiation quality dose values
- Any field without data shall be shown as spaces (with the exception of dose values)

Field	Width	Start Position	End Position	Field	Definition
Employee ID	12	1	12	Employee ID	Employee ID. Usually the SSN, but it may also be PPN, CSI, IDL, IND, WPN, or OTH as defined in Regulatory Guide 8.7
ID Type	3	13	15	ID Type	Abbreviation for ID type used in EMP_ID
Report Type	1	16	16	Report Type	Report type - "R" = Record, "E" = Estimate. "Estimate" should only be used for interim records when it is known that final dose records will be provided at a later date.

Field	Width	Start Position	End Position	Field	Definition
Exposure Type	1	17	17	Exposure Type	Exposure type - "R" = Routine, "P" = PSE
Monitoring Start Date	8	18	25	Monitoring Start Date	Begin monitoring date. "YYYYMMDD"
Monitoring End Date	8	26	33	Monitoring End Date	End monitoring date. "YYYYMMDD"
DDE	8	34	41	DDE	Deep Dose Equivalent in rem. Or "ND"=Not Detectable, or "NR"=Not Required to be reported. Do not use "0.000"
LDE	8	42	49	LDE	Eye Dose Equivalent to the lens of the eye in rem. Or "ND"=Not Detectable, or "NR"=Not Required to be reported. Do not use "0.000"
SDE WB	8	50	57	SDE WB	Shallow Dose Equivalent to the Whole Body in rem. Or "ND"=Not Detectable, or "NR"=Not Required to be reported. Do not use "0.000"
SDE ME	8	58	65	SDE ME	Shallow Dose Equivalent to the maximally exposed extremity in rem. Or "ND"=Not Detectable, or "NR"=Not Required to be reported. Do not use "0.000"
SDE UR	8	66	73	SDE UR	Shallow Dose Equivalent to the upper right extremity in rem. Or "ND"=Not Detectable, or "NR"=Not Required to be reported. Do not use "0.000"
SDE UL	8	74	81	SDE UL	Shallow Dose Equivalent to the upper left extremity in rem. Or "ND"=Not Detectable, or "NR"=Not Required to be reported. Do not use "0.000"
SDE LR	8	82	89	SDE LR	Shallow Dose Equivalent to the lower right extremity in rem. Or "ND"=Not Detectable, or "NR"=Not Required to be reported. Do not use "0.000"
SDE LL	8	90	97	SDE LL	Shallow Dose Equivalent to the lower left extremity in rem. Or "ND"=Not Detectable, or "NR"=Not Required to be reported. Do not use "0.000"
Dosimetry Code	2	98	99	Dosimetry Code	Dosimetry Code
Radiation Quality	2	100	101	Radiation Quality	Radiation Quality
Series	3	102	104	Series	Series number
DDE Photon	8	105	112	DDE Photon	DDE from photon
LDE Photon	8	113	120	LDE Photon	LDE from photon
SDE Photon	8	121	128	SDE Photon	SDE from photon
DDE Neutron	8	129	136	DDE Neutron	DDE from neutron
SDE Beta	8	137	144	SDE Beta	SDE from beta
Use type	6	145	150	Use type	Use type

Field	Width	Start Position	End Position	Field	Definition
Note code	2	151	152	Note code	Note code
License number	13	153	165	License number	NRC License number at the facility where dose was accrued.
Office	13	166	178	Office	NRC Office assignment as of the date that the monitoring was performed.
Monitoring year	4	179	182	Monitoring year	Monitoring year. "YYYY"
Badge serial number	10	183	192	BadgeID	Badge serial number

B.5.22.2 Transmittal Letter:

When submitting the data file, a transmittal letter containing the following information shall accompany the file:

- NRC Region or Office
- File Name
- Date Created
- Operating system used
- Contact name and phone number
- Any other instructions needed to process the records
- Notation of any records that are corrections for prior monitoring periods
- Signature and date of the individual who processed

SECTION C. CONTRACT CLAUSES

C.1 52.212-4 CONTRACT TERMS AND CONDITIONS -- COMMERICAL ITEMS (May 2015)

(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. If repair/replacement or reperformance will not correct the defects or is not possible, the government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance 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 may assign its rights to receive payment due as a result of performance of this contract 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). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(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 41 U.S.C. chapter 71, Contract Disputes. 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.*

- (1) 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 -

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer— System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(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.**

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt Payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR Part 1315.

(3) **Electronic Funds Transfer (EFT).** If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) **Discount.** 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 specified payment date if an electronic funds transfer payment is made.

(5) **Overpayments.** If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) **Interest.**

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period at fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) **Final decisions.** The Contracting Officer will issue a final decision as required by 33.211 if—

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(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 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. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 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, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations 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.
 - (9) The specification.
- (t) System for Award Management (SAM).

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)

(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to:

(A) Change the name in the SAM database;

(B) Comply with the requirements of Subpart 42.12 of the FAR;

(C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM database. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via SAM accessed through <https://www.acquisition.gov>.

(u) Unauthorized Obligations.

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End Use License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(v) *Incorporation by reference.* The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of Clause)

**C.2 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT
STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS. (FEB 2016) - ALTERNATE II
(OCT 2015)**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (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) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that 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: (Contracting Officer check as appropriate.)

☐ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEP 2006), with Alternate I (OCT 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

☒ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (OCT 2015) (41 U.S.C. 3509).

☒ (3) 52.203-15, Whistleblower Protections under the American Recovery and

Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

☐ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (OCT 2015) (Pub. L. 109-282) (31 U.S.C. 6101 note).

☐ (5) (Reserved)

☒ (6) 52.204-14, Service Contract Reporting Requirements (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

☐ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

☐ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (OCT 2015) (31 U.S.C. 6101 note).

☐ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (JUL 2013) (41 U.S.C. 2313).

☐ (10) (Reserved)

☐ (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

☐ (ii) Alternate I (NOV 2011) of 52.219-3.

☐ (12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

☐ (ii) Alternate I (JAN 2011) of 52.219-4.

☐ (13) (Reserved)

☐ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).

☐ (ii) Alternate I (NOV 2011).

☐ (iii) Alternate II (NOV 2011).

☐ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUN 2003) (15 U.S.C. 644).

☐ (ii) Alternate I (OCT 1995) of 52.219-7.

☐ (iii) Alternate II (MAR 2004) of 52.219-7.

☐ (16) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)).

☐ (17)(i) 52.219-9, Small Business Subcontracting Plan (OCT 2015) (15 U.S.C. 637(d)(4)).

☐ (ii) Alternate I (OCT 2001) of 52.219-9.

- ☐ (iii) Alternate II (OCT 2001) of 52.219-9.
- ☐ (iv) Alternate III (OCT 2015) of 52.219-9.
- ☐ (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).
- ☐ (19) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).
- ☐ (20) 52.219-16, Liquidated Damages-Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ☐ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).
- ☐ (22) 52.219-28, Post Award Small Business Program Representation (JUL 2013) (15 U.S.C. 632(a)(2)).
- ☐ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (DEC 2015) (15 U.S.C. 637(m)).
- ☐ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (DEC 2015) (15 U.S.C. 637(m)).
- ☒ (25) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).
- ☒ (26) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (FEB 2016) (E.O. 13126).
- ☒ (27) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- ☒ (28) 52.222-26, Equal Opportunity (APR 2015) (E.O. 11246).
- ☒ (29) 52.222-35, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).
- ☒ (30) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).
- ☐ (31) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).
- ☐ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- ☐ (33)(i) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- ☐ (ii) *Alternate I* (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- ☐ (34) 52.222-54, Employment Eligibility Verification (OCT 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- ☒ (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

☐ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

☐ (36)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).

☐ (ii) Alternate I (OCT 2015) of 52.223-13.

☐ (37)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).

☐ (ii) Alternate I (JUN 2014) of 52.223-14.

☐ (38) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).

☐ (39)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

☐ (ii) Alternate I (JUN 2014) of 52.223-16.

☐ (40) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)

☒ (41) 52.225-1, Buy American-Supplies (MAY 2014) (41 U.S.C. chapter 83).

☒ (42)(i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (MAY 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

☐ (ii) Alternate I (MAY 2014) of 52.225-3.

☐ (iii) Alternate II (MAY 2014) of 52.225-3.

☒ (iv) Alternate III (MAY 2014) of 52.225-3.

☐ (43) 52.225-5, Trade Agreements (FEB 2016) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

☐ (44) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

☐ (45) 52.225-26, Contractors Performing Private Security Functions Outside the United States (JUL 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

☐ (46) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).

☐ (47) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).

☐ (48) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

☐ (49) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

☒ (50) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (JUL 2013) (31 U.S.C. 3332).

☐ (51) 52.232-34, Payment by Electronic Funds Transfer - Other than System for Award Management (JUL 2013) (31 U.S.C. 3332).

☐ (52) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

☒ (53) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

☐ (54)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

☐ (ii) Alternate I (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that 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: (Contracting Officer check as appropriate.)

☐ (1) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495).

☐ (2) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

☐ (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

☐ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

☐ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

☐ (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (MAY 2014) (41 U.S.C. chapter 67).

☐ (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) (41 U.S.C. chapter 67).

☐ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015) (E.O. 13658).

☐ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

☐ (10) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008) (31 U.S.C. 5112(p)(1)).

(d) *Comptroller General Examination of Record* The Contractor shall 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.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

(ii) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.

(iv) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(v) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).

(vi) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

(vii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(viii) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).

(ix) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(x) 52.222-41, Service Contract Labor Standards (May 2014), (41 U.S.C. chapter 67).

(xi) ____ (A) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).

____ (B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 E.O. 13627).

(xii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67.)

(xiii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67)

(xiv) 52.222-54, Employment Eligibility Verification (Oct 2015) (E. O. 12989).

(xv) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).

(xvi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xvii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xviii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

C.3 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 15 days.

(End of Clause)

C.4 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 7 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years and 6 months.

(End of Clause)

C.5 2052.215-71 CONTRACTING OFFICER'S REPRESENTATIVE (COR) AUTHORITY

(a) The COR for this contract is:

Katie Wagner
Nuclear Regulatory Commission
Office: NMSS
11555 Rockville Pike
Rockville, MD 20852
Phone: 301-415-6202
Email: Katie.Wagner@nrc.gov

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

- i. Technical direction to the contractor which shifts work emphasis between areas of work or tasks, authorizes travel which was unanticipated in the Schedule (i.e., travel not contemplated in the Statement of Work (SOW) or changes to specific travel identified in the SOW), fills in details, or otherwise serves to accomplish the contractual SOW.
- ii. Provide advice and guidance to the contractor in the preparation of drawings, specifications, or technical portions of the work description.
- iii. Review and, where required by the task order contract, approval of technical reports, drawings, specifications, and technical information to be delivered by the contractor to the Government under the contract.

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

- i. Constitutes an assignment of work outside the general scope of the contract.
- ii. Constitutes a change as defined in the "Changes" clause of this contract.
- iii. In any way causes an increase or decrease in the total estimated contract cost, the fixed fee, if any, or the time required for contract performance.
- iv. Changes any of the expressed terms, conditions, or specifications of the contract.
- v. Terminates the contract, settles any claim or dispute arising under the contract, or issues any unilateral directive whatever.

(d) Technical directions must be issued in writing by the contract COR or must be confirmed by the contract COR in writing within ten (10) working days after verbal issuance. A copy of the written direction must be furnished to the Contracting Officer. A copy of NRC Form 445, Request for Approval

of Official Foreign Travel, which has received final approval from the NRC must be furnished to the Contracting Officer.

- (e) The contractor shall proceed promptly with the performance of technical directions duly issued by the contract COR in the manner prescribed by this clause and within the contract COR's authority under the provisions of this clause.
- (f) If, in the opinion of the contractor, any instruction or direction issued by the contract COR is within one of the categories as defined in paragraph (c) of this section, the contractor may not proceed but shall notify the Contracting Officer in writing within five (5) working days after the receipt of any instruction or direction and shall request the Contracting Officer to modify the contract accordingly. Upon receiving the notification from the contractor, the Contracting Officer shall issue an appropriate contract modification or advise the contractor in writing that, in the Contracting Officer's opinion, the technical direction is within the scope of this article and does not constitute a change under the "Changes" clause.
- (g) Any unauthorized commitment or direction issued by the contract COR may result in an unnecessary delay in the contractor's performance and may even result in the contractor expending funds for unallowable costs under the contract.
- (h) A failure of the parties to agree upon the nature of the instruction or direction or upon the contract action to be taken with respect thereto is subject to 52.233-1, Disputes.
- (i) In addition to providing technical direction as defined in paragraph (b) of the section, the contract COR shall:
 - a. Monitor the contractor's technical progress, including surveillance and assessment of performance, and recommend to the Contracting Officer changes in requirements.
 - b. Assist the contractor in the resolution of technical problems encountered during performance.
 - c. Review all costs requested for reimbursement by the contractor and submit to the Contracting Officer recommendations for approval, disapproval, or suspension of payment for supplies and services required under this contract.
 - d. Assist the contractor in obtaining the badges for the contractor personnel.
 - e. Immediately notify the Security Branch, Division of Facilities and Security (SB/DFS) (via e-mail) when a contractor employee no longer requires access authorization and return of any NRC issued badge to SB/DFS within three days after their termination.
 - f. Ensure that all contractor employees that require access to classified Restricted Data or National Security Information or matter, access to sensitive unclassified information (Safeguards, Official Use Only, and Proprietary information) access to sensitive IT systems or data, unescorted access to NRC controlled buildings/space, or unescorted access to protected and vital areas of nuclear power plants receive approval of SB/DFS prior to access in accordance with Management Directive and Handbook 12.3.
 - g. For contracts for the design, development, maintenance or operation of Privacy Act Systems of Records, obtain from the contractor as part of closeout procedures, written certification that the contractor has returned to NRC, transferred to the successor contractor, or destroyed at the end of the contract in accordance with instructions provided by the NRC Systems

Manager for Privacy Act Systems of Records, all records (electronic or paper) which were created, compiled, obtained or maintained under the contract.

C.6 ELECTRONIC PAYMENT (AUG 2011)

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

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

NRC Payments
U.S. Nuclear Regulatory Commission
One White Flint North
11555 Rockville Pike
Mail Stop O3-E17A
Rockville, MD 20852-2738

C.7 COMPLIANCE WITH U.S. IMMIGRATION LAWS AND REGULATIONS (AUG 2011)7

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

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

C.8 SECURITY REQUIREMENTS RELATING TO THE PRODUCTION OF REPORT(S) OR THE PUBLICATION OF RESULTS UNDER CONTRACTS, AGREEMENTS, AND GRANTS (AUG 2011)

Review and Approval of Reports

(a) Reporting Requirements. The contractor/grantee shall comply with the terms and conditions of the contract/grant regarding the contents of the draft and final report, summaries, data, and related documents, to include correcting, deleting, editing, revising, modifying, formatting, and supplementing any of the information contained therein, at no additional cost to the NRC. Performance under the

contract/grant will not be deemed accepted or completed until it complies with the NRC's directions. The reports, summaries, data, and related documents will be considered draft until approved by the NRC. The contractor/ grantee agrees that the direction, determinations, and decisions on approval or disapproval of reports, summaries, data, and related documents created under this contract/grant remain solely within the discretion of the NRC.

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

(c) Identification/Marking of Sensitive Unclassified Non-Safeguards Information (SUNSI) and Safeguards Information (SGI). The decision, determination, or direction by the NRC that information possessed, formulated or produced by the contractor/grantee constitutes SUNSI or SGI is solely within the authority and discretion of the NRC. In performing the contract/grant, the contractor/grantee shall clearly mark SUNSI and SGI, to include for example, OUO-Allegation Information or OUO-Security Related Information on any reports, documents, designs, data, materials, and written information, as directed by the NRC. In addition to marking the information as directed by the NRC, the contractor shall use the applicable NRC cover sheet (e.g., NRC Form 461 Safeguards Information) in maintaining these records and documents. The contractor/grantee shall ensure that SUNSI and SGI is handled, maintained and protected from unauthorized disclosure, consistent with NRC policies and directions. The contractor/grantee shall comply with the requirements to mark, maintain, and protect all information, including documents, summaries, reports, data, designs, and materials in accordance with the provisions of Section 147 of the Atomic Energy Act of 1954 as amended, its implementing regulations (10 CFR 73.21), Sensitive Unclassified Non-Safeguards and Safeguards Information policies, and NRC Management Directives and Handbooks 12.5, 12.6 and 12.7.

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

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

C.9 WHISTLEBLOWER PROTECTION FOR NRC CONTRACTOR AND SUBCONTRACTOR EMPLOYEES (AUG 2011)

(a) The U.S. Nuclear Regulatory Commission (NRC) contractor and its subcontractor are subject to the Whistleblower Employee Protection public law provisions as codified at 42 U.S.C. 5851. NRC contractor(s) and subcontractor(s) shall comply with the requirements of this Whistleblower Employee Protection law, and the implementing regulations of the NRC and the Department of Labor (DOL). See, for example, DOL Procedures on Handling Complaints at 29 C.F.R. Part 24 concerning the employer

obligations, prohibited acts, DOL procedures and the requirement for prominent posting of notice of Employee Rights at Appendix A to Part 24 entitled: "Your Rights Under the Energy Reorganization Act".

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

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

C.10 GREEN PURCHASING (JUN 2011)

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

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

C.11 USE OF AUTOMATED CLEARING HOUSE (ACH) ELECTRONIC PAYMENT/REMITTANCE ADDRESS (AUG 2011)

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

C.12 COMPLIANCE WITH SECTION 508 OF THE REHABILITATION ACT OF 1973, AS AMENDED (AUG 2011)

In 1998, Congress amended the Rehabilitation Act of 1973 (29 U.S.C. 794d) as amended by the Workforce Investment Act of 1998 (P.L. 105 - 220), August 7, 1998 to require Federal agencies to make their electronic and information technology (EIT) accessible to people with disabilities. Inaccessible technology interferes with an ability to obtain and use information quickly and easily. Section 508 was enacted to eliminate barriers in information technology, open new opportunities for people with disabilities, and encourage development of technologies that will help achieve these goals. The law applies to all Federal agencies when they develop, procure, maintain, or use electronic and information technology. Under Section 508 (29 U.S.C. 794d), agencies must give disabled employees and members of the public access to information that is comparable to access available to others.

Specifically, Section 508 of that Act requires that when Federal agencies develop, procure, maintain, or use EIT, Federal employees with disabilities have access to and use of information and data that is comparable to the access and use by Federal employees who are not individuals with disabilities, unless an undue burden would be imposed on the agency. (36 C.F.R. 1194 implements Section 508 of the Rehabilitation Act of 1973, as amended, and is viewable at: <http://www.access-board.gov/sec508/standards.htm>)

Exceptions.

All EIT that the government acquires by purchase or by lease/rental under this contract must meet the applicable accessibility standards at 36 C.F.R. Part 1194, unless one or more of the following exceptions at FAR 39.204 applies to this acquisition (applicable if checked):

- ☐ The EIT is for a national security system.
- ☐ The EIT is acquired by a contractor incidental to a contract.
- ☐ The EIT is located in spaces frequented only by service personnel for maintenance, repair or occasional monitoring of equipment.
- ☐ Compliance with the applicable 36 C.F.R. Part 1194 provisions would impose an undue burden on the agency.

Applicable Standards.

The following accessibility standards from 36 C.F.R. Part 1194 have been determined to be applicable to this contract/order. See www.section508.gov for more information:

- ☐ 1194.21 Software applications and operating systems.
- ☐ 1194.22 Web-based intranet and internet information and applications. 16 rules.
- ☐ 1194.23 Telecommunications products.
- ☐ 1194.24 Video and multimedia products.
- ☒ 1194.25 Self contained, closed products.
- ☐ 1194.26 Desktop and portable computers.
- ☐ 1194.31 Functional performance criteria.
- ☐ 1194.41 Information, documentation, and support.

Note: Under the Exceptions paragraph, the Contracting Officer should check the boxes for any exceptions that apply. If no exceptions apply, then the Contracting Officer should, under the Applicable Standards paragraph, check the boxes that indicate which of the standards apply. See FAR Subpart 39.2 and www.section508.gov for additional guidance.

C.13 NRCF034 OPTION PERIODS - TASK ORDER/DELIVERY ORDER UNDER A GSA FEDERAL SUPPLY SCHEDULE CONTRACT

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

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

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

SECTION D – LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

D.1 BILLING INSTRUCTIONS FOR FIXED PRICE CONTRACTS (JUNE 2008)

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

The contractor shall prepare vouchers/invoices as prescribed herein. FAILURE TO SUBMIT VOUCHERS/INVOICES IN ACCORDANCE WITH THESE INSTRUCTIONS WILL RESULT IN REJECTION OF THE VOUCHER/INVOICE AS IMPROPER.

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

Number of Copies: A signed original shall be submitted. If the voucher/invoice includes the purchase of any property with an initial acquisition cost of \$50,000 or more, a copy of the signed original is also required.

Designated Agency Billing Office: The preferred method of submitting vouchers/invoices is electronically to the Department of the Interior at NRCPayments@nrc.gov

If the voucher/invoice includes the purchase of any property with an initial acquisition cost of \$50,000 or more, a copy of the signed original shall be electronically sent to: Property@nrc.gov

However, if you submit a hard-copy of the voucher/invoice, it shall be submitted to the following address:

NRC Payments
U.S. Nuclear Regulatory Commission
One White Flint North
11555 Rockville Pike
Rockville, MD 20852-2738

If you submit a hard-copy of the voucher/invoice and it includes the purchase of any property with an initial acquisition cost of \$50,000 or more, a copy of the signed original shall be mailed to the following address:

U.S. Nuclear Regulatory Commission
NRC Property Management Officer
Mail Stop: O-4D15
Washington, DC 20555-0001

HAND-CARRIED SUBMISSIONS WILL NOT BE ACCEPTED

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

Frequency: The contractor shall submit a voucher/invoice only after the NRC's final acceptance of services rendered or products delivered in performance of the contract unless otherwise specified in the contract.

Preparation and Itemization of the Voucher/Invoice: The voucher/invoice shall be prepared in ink or by typewriter (without strike-overs). Corrections or erasures must be initialed. To be considered a proper voucher/invoice, all of the following elements must be included:

1. Contractor's Data Universal Number (DUNS) or DUNS+4 number that identifies the contractor's name and address. The DUNS+4 number is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the contractor to identify alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.
2. Contract number.
3. Sequential voucher/invoice number.
4. Date of voucher/invoice.
5. Payee's name and address. Show the name of the Payee as it appears in the contract and its correct address. If the Payee assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Payee shall require as a condition of any such assignment, that the assignee shall register separately in the Central Contractor Registration (CCR) database at <http://www.ccr.gov> and shall be paid by EFT in accordance with the terms of this contract. See Federal Acquisition Regulation 52.232-33(g) Payment by Electronic Funds Transfer - Central Contractor Registration (October 2003).
6. A description of articles or services, quantity, unit price, and total amount.
7. For contractor acquired property, list each item with an initial acquisition cost of \$50,000 or more and provide: (1) an item description, (2) manufacturer, (3) model number, (4) serial number, (5) acquisition cost, (6) date of purchase, and (7) a copy of the purchasing document.
8. Weight and zone of shipment, if shipped by parcel post.
9. Charges for freight or express shipments. Attach prepaid bill if shipped by freight or express.
10. Instructions to consignee to notify the Contracting Officer of receipt of shipment.
11. For Indefinite Delivery contracts or contracts under which progress payments are authorized, the final voucher/invoice shall be marked "FINAL VOUCHER" OR "FINAL INVOICE."

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

Supersession: These instructions supersede any previous billing instructions.

D.2 MONTHLY LETTER STATUS REPORT

MONTHLY LETTER STATUS REPORT			
Reporting Period Start Date		Reporting Period End Date	
NRC Agreement Number	Task Order Number (if applicable)	Common Cost Center Code	
Project Title			
Period of Performance Start Date		Period of Performance End Date	
COR	Telephone	E-mail	

DOE Laboratory		
DOE Site Address		
Principal Investigator	Telephone	E-mail

Financial Status Section

I. Overall Funding

Current Month Cost: \$
 Total Ceiling Amount: \$
 Total Amount of Funds Obligated to Date: \$
 Total Amount of Funds Expended to Date: \$
 Percentage of Funds Expended to Date: %
 Balance of Obligated Funds Remaining: \$
 Total Estimated Encumbered Costs: \$
 Balance Available Less Estimated Encumbered Costs: \$

II. DOE Laboratory Acquired Property

Item*	Description	Manufacturer	Model Number	Serial Number	Acquisition Cost (\$)	Receipt Date	Property Identification Number

*Asterisk represents sensitive item

III. NRC-Funded Software Developed

Name*	Function	Development Cost (\$)	Computer Language Used	Operating System	Location of System	Date Software Completed	Date of Scheduled Replacement/Useful Life

*Asterisk represents sensitive software

Technical Status Section

I. Deliverables/Milestones Schedule

Task	Description	Planned Completion Date	Revised Completion Date (if applicable)	Actual Completion Date

II. Progress During Reporting Period

III. Travel

IV. Description of Estimated Encumbered Costs

V. Anticipated and Encountered Problem Areas

VI. Plans for the Next Reporting Period LICENSE FEE RECOVERY COST STATUS (Applicable to Fee-Recoverable work only)

Reporting Period Start Date		Reporting Period End Date	
NRC Agreement Number	Task Order Number (if applicable)	Common Cost Center Code	
Project Title			

Task Order Number	Facility Name/Unit Number	Docket Number	TAC Number	Period* Costs	Fiscal Year Costs to Date	Cumulative Costs to Date

*Includes DOE Added Factor of 3%

CONTRACT SECURITY AND/OR CLASSIFICATION REQUIREMENTS

1. Type of submission New		2. Contractor Company Full Name and Complete Address (Prime Contractor)	
3. Type of Contract			
4. Contract Number, IAA Number, or Job Code for DOE Projects		5. Contract Start Date	6. Contract End Date
7. Is this contract a follow-on contract? If Yes, provide previous Contract Number, IAA Number, or Job Code <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		8. Contractor CAGE Code or DOE Facility Code	
9. Contract Performance Requirements			
A. Will the contract require access to classified matter (information, systems, and/or material) (i.e., 32 CFR Part 2004 or MD 12.2)?		<input type="checkbox"/> Yes (continue) <input checked="" type="checkbox"/> No (if no, proceed to Block 9.E.)	
B. What is the highest level of classified matter the contractor will need to access to perform contract responsibilities? Secret, SSI, or Level 1 Classification			
C. To carry out requirements of the contract, will the contractor need to possess, generate, or store classified matter at the contractor facility location?		<input type="checkbox"/> Yes (continue) <input checked="" type="checkbox"/> No (if no, proceed to Block 9.E.)	
D. Choose all that apply in regards to classified matter the contractor will require			
<input type="checkbox"/> 1. Access to Foreign intelligence information <input type="checkbox"/> 2. Receipt and storage (i.e., safeguarding) of classified matter <input type="checkbox"/> 3. Access to cryptographic material or other classified COMSEC information <input type="checkbox"/> 4. Access to classified matter or information processed by another agency <input type="checkbox"/> 5. Use of a classified information technology processing system <input type="checkbox"/> 6. Generation of classified at Contractor facility location <input type="checkbox"/> 7. Generation of classified matter at an NRC facility			
E. Will the contractor require access to Safeguards Information or Safeguards Information Modified Handling Information (i.e., 10 CFR 73.21, 73.22, and/or 73.23)?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
F. Will the contractor possess, generate, or store SGI or SGI M at the contractor facility?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
G. Will the contractor require access to any Sensitive Unclassified Non-Safeguards Information (SUNSI) or sensitive information technology (IT) Systems (i.e., MD 12.6)?		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
H. Will the contractor possess, generate, or store SUNSI or have access to NRC sensitive IT systems at the contractor facility?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
I. Was "Yes" checked to Block 9.A, Block 9.C, Block 9.E, or Block 9.F? If "Yes", then a Facility Clearance is required to be issued for the contractor and any known sub-contractors by the Facilities Security Branch before final contract award and before work can begin on the contract.		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
J. Choose all that apply			
<input type="checkbox"/> 1. Unescorted Access is required to Nuclear Power Plants <input type="checkbox"/> 5. Require operation of government vehicles or transport passengers for the NRC <input type="checkbox"/> 2. Access is required to Unclassified Safeguards Information <input type="checkbox"/> 6. Will operate hazardous equipment at NRC facilities. <input type="checkbox"/> 3. Access is required to Sensitive IT Systems and Data. <input type="checkbox"/> 7. Required to carry firearms. <input type="checkbox"/> 4. Unescorted Access to NRC Headquarters Building. <input type="checkbox"/> 8. Found to use or admit to use of illegal drugs			

CONTRACT SECURITY AND/OR CLASSIFICATION REQUIREMENTS (Continued)

U.S. NUCLEAR REGULATORY COMMISSION

10. Classification Guidance (to be completed by the COR)

11. Does this contract contain any subcontractors?

If "No" answer is blank. (Note: If the answer is "Yes", the contractor must provide a list of subcontractors and their contract numbers in the space provided below.)

Yes ☐ No ☒

Subcontractor Company name, address and Defense Security Service cage code (if applicable)

12. Review of contractor/subcontractor reports, documents for classified, SGI, SGI-M, and/or SUNSI will be reviewed by:

Typed or Printed Name and Title of Authorized Classifier

Typed or Printed Name and Title of Authorized Derivative Classifier (for Classified information)

Typed or Printed Name and Title of a Qualified Designator for SGI and SGI-M (i.e., person must be qualified per MD 12.4)

13. Required Distribution of NRC Form 187 for Review (Check all appropriate boxes)

☒ 1) Originating NRC office or Division (Item 14A)☒ 3) Division of Contracts and Property Management (Item 14C)☒ 2) Division of Facilities and Security (Item 14B)

14. Approvals

A. Typed or Printed Name of Director, Office or Division

Scott W. Moore

Signature

Date

B. Typed or Printed Name of Director, Division of Facilities and Security

Timothy J. Pulliam

Signature

Date

C. Timothy J. Pulliam

01/12/2016

C. Typed or Printed Name of Director, Acquisitions Management Division

James E. Cornett

Signature

Date

James E. Cornett

01/12/2016

REMARKS