



UNITED STATES DEPARTMENT OF COMMERCE  
National Institute of Standards and Technology  
Gaithersburg, Maryland 20899

RECEIVED

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DNMS

October 3, 2011

Mr. Elmo Collins, Jr.  
Regional Administrator  
U.S. Nuclear Regulatory Commission, Region IV  
612 East Lamar Boulevard, Suite 400  
Arlington, TX 76011-4125

Subject: Confirmatory Order Item 1b)

Dear Mr. Collins:

Item 1b) of the March 1, 2010 Confirmatory Order issued by the NRC to NIST in connection with NRC Inspection Report 030-03732/2008-001 and NRC Investigation Report 4-2008-062 states:

“1) NIST shall contract with an independent consultant to evaluate the effectiveness of its radiation safety programs for licenses SNM-362 and 05-03166-05.

b) Within 120 days of NRC's approval of the statement of work and the selection criteria, the consultant's assessment plan shall be submitted to the Director, Division of Nuclear Materials Safety, U.S. NRC, Region IV, for review and approval. In the event that NIST requires an extension of time to submit the assessment plan to NRC, a request for extension shall be submitted to the Regional Administrator, NRC Region IV.”

The NRC approved the referenced statement of work and selection criteria on April 18, 2011; this started the 120-day clock, which was then due to expire on August 16, 2011.

On July 12, 2011, NIST requested an extension of the deadline from August 16, 2011 until Monday, October 31, 2011. The basis for this request was twofold: (1) NIST's Acquisitions Management Division was unlikely to be able to make an award until late September 2011, and (2) once the award had been made, the consultant would have 30 calendar days to provide the assessment plan to the NRC. You approved this request in a letter dated July 20, 2011.

**NIST**

I am pleased to report that NIST succeeded in making the award with an award date of September 24, 2011, as indicated in the attached contract. Section D of the Statement of Work details the specific requirements of the contract, including deliverables and deliverable due dates. The contract requires the contractor to submit a plan for the assessment of the NIST Radiation Safety Program to the NRC within 30 days of the date of the award, i.e., by October 23, 2011.

Sincerely,



Richard F. Kayser  
Chief Safety Officer  
301-975-4502  
[richard.kayser@nist.gov](mailto:richard.kayser@nist.gov)

cc: Mr. Roy Caniano  
Director, Division of Nuclear Materials Safety

Ms. Vivian Campbell  
Chief, Nuclear Materials Safety Branch A  
Division of Nuclear Materials Safety

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

*Offeror to Complete Blocks 12, 17, 23, 24, & 30*

1. Requisition Number: NB152000-11-03514  
PAGE 1 OF 29

2. Contract No. SB134111CN0132  
3. Award/Effective Date: Sep 24, 2011  
4. Order Number  
5. Solicitation Number: SB1341-11-RQ-0781  
6. Solicitation Issue Date: Sep 13, 2011

7. For Solicitation Information Call:  
a. Name: CHERYL COXEN  
cheryl.coxen@nist.gov  
b. Telephone Number (No collect calls): 301-975-8838  
8. Offer Due Date/Local Time: Sep 19, 2011 / 04:00 PM

9. Issued By: Code 000SB  
NATIONAL INST OF STDS AND TECHNOLOGY  
100 BUREAU DRIVE STOP 1640  
BUILDING 301 ROOM B125  
GAITHERSBURG, MD 20899-1640

10. This Acquisition is:  
 Unrestricted  
 Set-Aside 100 % for Small Business  
 Emerging Small Business  
 HUBZone Small Business  
 Service-Disabled Veteran-Owned  
 8(a)  
 NAICS: 541620  
 Size Standard: \$7.0M

11. Delivery for FOB Destination Unless Block is Marked:  
 See Schedule

12. Discount Terms:  
 Discount: 0%  
 Days: 0  
 Net due: 30

13a. This contract is a rated order under DPAS (15 CFR 700)

13b. Rating

14. Method of Solicitation:  
 RFQ  IFB  RFP

15. Deliver To: Code 000SB  
NATIONAL INST OF STDS AND TECHNOLOGY  
100 BUREAU DRIVE STOP 1640  
BUILDING 301 ROOM B125  
GAITHERSBURG, MD 20899-1640

16. Administered By: Code 000SB  
NATIONAL INST OF STDS AND TECHNOLOGY  
100 BUREAU DRIVE STOP 1640  
BUILDING 301 ROOM B125  
GAITHERSBURG, MD 20899-1640

17a. Contractor/Offeror: Code 00015501 Facility Code  
TIDEWATER, INC.  
7161 COLUMBIA GATEWAY DRIVE  
SUITE C  
COLUMBIA MD 210462562  
Telephone No. TIN: 521308194

18a. Payment Will Be Made By: Code 000003  
NATIONAL INST OF STDS AND TECHNOLOGY  
ACCOUNTS PAYABLE OFFICE  
100 BUREAU DRIVE 101/A836 STOP 1621  
GAITHERSBURG, MD 20899-1621

17b. Check if Remittance is Different and Put Such Address in Offer.

18b. Submit Invoices to Address Shown in Block 18a Unless Box Below is Checked.  
 See Addendum.

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0001-0002	See attached schedule	1	JB		

25. Accounting and Appropriation Data: See Attached Schedule

26. Total Award Amount (For Govt. Use Only): US 264,600.00

27a. Solicitation incorporates by reference FAR 52.212-1, 52.212-4, FAR 52.212-3 and 52.212-5 are attached. Addenda  are  are not attached

27b. Contract/Purchase Order incorporates by reference FAR 52.212-4, 52.212-5 is attached. Addenda  are  are not attached

28. Contractor is required to sign this document and return 1 copies to Issuing Office. Contractor agrees to furnish and deliver all items set forth or otherwise identified above and on any additional sheets subject to the terms and conditions specified herein.

29. Award of Contract: Reference \_\_\_\_\_ Offer Dated \_\_\_\_\_. Your offer on Solicitation (Block 5), including any additions or changes which are set forth herein, is accepted as to items:

30a. Signature of Offeror/Contractor: *Michael S. Davidson*

30b. Name and Title of Signer (Type or Print): MICHAEL S. DAVIDSON VICE PRESIDENT

30c. Date Signed: 9/23/2011

31a. United States of America Signature of Contracting Officer: *Cheryl Rice*

31b. Name of Contracting Officer (Type or Print): CHERYL RICE RICE@MAIL.NIST.GOV

31c. Date Signed: 9/23/11

32a. Quantity in Column 21 Has Been:  
 Received  Inspected  Accepted, and Conforms to the Contract, Except as Noted: \_\_\_\_\_

32b. Signature of Authorized Government Representative

32c. Date

32d. Printed Name and Title of Authorized Government Representative

32e. Mailing Address of Authorized Government Representative

32f. Telephone Number of Authorized Government Representative

32g. E-mail of Authorized Government Representative

33. Ship Number

34. Voucher Number

35. Amount Verified Correct For

36. Payment:  Complete  Partial  Final

37. Check Number

38. S/R Account Number

39. S/R Voucher Number

40. Paid By

41a. I certify this account is correct and proper for payment

41b. Signature and Title of Certifying Officer

41c. Date

42a. Received By (Print)

42b. Received At (Location)

42c. Date Rec'd (YY/MM/DD)

42d. Total Containers

**SCHEDULE Continued**

Item No.	Supplies/Services	Quantity	Unit	Unit Price	Amount
0001	<p>This is a firm fixed price contract to perform services to develop a Radiation Safety Plan for the National Institute of Standards and Technology as specified in the attached Statement of Work.</p> <p>Period of Performance:September 26, 2011 through June 23, 2012</p> <p>NIST Contracting Officer:Ms. Cheryl Rice;Phone:301-975-3696;email:cheryl.coxen@nist.gov</p> <p>NIST Contract Specialist:Cheryl Coxen, Phone:301-975-8838;fax:301-975-3839; email:cheryl.coxen@nist.gov</p> <p>NIST Contracting Officer's Representative (COR): Mr. Stephen Willett;Phone:301-975-5097;email:stephen.willett@nist.gov</p> <p>Contractor Point of Contact:Mr. Michael Davidson;Phone:410-997-4458;email:mike.davidson@tideh2o.net</p> <p>To acquire Contractor support to act as an independent consultant to develop a radiation safety program assessment plan that can be used to assess the effectiveness and adequacy of the programmatic and procedural elements of NIST's radiation safety programs. This assessment plan shall also include the elements necessary to perform an assessment of NIST's compliance with federal regulations and the requirements of NRC licenses SNM-362 and 05-03166-05. Using the plan, the Contractor shall conduct the assessment and provide a final report that discusses the findings and recommendations for radiation safety program improvement in accordance with the attached Statement of Work (SOW).</p> <p>The assessment plan and resulting assessment shall not include any operations conducted under the NRC Research Reactor TR-5 license or the NRC Exempt Quantity Distribution License Number 19-23545-01E.</p> <p>Accounting and Appropriation Data: 57.11.0098.060200000.1500951.000.1015015000000 000.25990000.000000 \$ 249,600.00</p>	1	JB	249,600.00	249,600.00
0002	<p>Travel costs associated with CLIN 0001 (to be reimbursed in accordance with the Federal Travel Regulations (FAR Subpart 31.205-46 Travel).</p> <p>Accounting and Appropriation Data: 57.11.0098.060200000.1500951.000.1015015000000 000.25990000.000000 \$ 15,000.00</p>	NTE 1	LO	NTE 15,000.00	15,000.00

## NIST Radiation Safety Programs Program Evaluation Plan and Assessment Statement of Work

### A. BACKGROUND INFORMATION

On March 1, 2010, the Nuclear Regulatory Commission (NRC) issued a Confirmatory Order to the U.S. Department of Commerce's National Institute of Standards and Technology (NIST) as a result of an alternative dispute resolution (ADR) mediation session. Numerous actions to be taken by NIST were identified. One action directs NIST to contract with an independent consultant to develop an assessment plan and to evaluate NIST's documented radiation safety programs and the overall effectiveness of their implementation for NRC licenses SNM-362 and 05-03166-05 with the primary goal of determining whether there is a high assurance of preventing significant events.

### B. SCOPE OF WORK

The Contractor shall act as an independent consultant to develop a radiation safety program assessment plan that can be used to assess the effectiveness and adequacy of the programmatic and procedural elements of NIST's radiation safety programs. This assessment plan shall also include the elements necessary to perform an assessment of NIST's compliance with federal regulations and the requirements of NRC licenses SNM-362 and 05-03166-05. Using the plan, the Contractor shall conduct the assessment and provide a final report that discusses the findings and recommendations for radiation safety program improvement. All records of operations conducted under NRC licenses SNM-362 and 05-03166-05 will be available for review.

The assessment plan and resulting assessment shall not include any operations conducted under the NRC Research Reactor TR-5 license or the NRC Exempt Quantity Distribution License 19-23545-01E.

NIST may require contractor employees performing work under this contract to execute non-disclosure agreements that require the contractor and its employees to receive approval from NIST prior to releasing any information regarding its performance of the requirements.

### C. APPLICABLE DOCUMENTS

1. Assessment Areas for License SNM-362 (Attachment 1)
2. Assessment Areas for License 05-03166-05 (Attachment 2)

### D. SPECIFIC REQUIREMENTS, INCLUDING DELIVERABLES AND DELIVERABLE DUE DATES

The Contractor shall provide all support for project oversight, administration, and technical execution of this contract. The Contractor shall be responsible for providing any equipment, including Personal Protective Equipment (PPE), required for the performance of this effort. The Contractor is responsible for maintaining accurate records of project activities.

The Contractor shall demonstrate:

1. Their capability to properly assess the radiological hazards (potential and known) associated with the radionuclide and radioactivity levels possessed and used under NRC licenses SNM-362 and 05-03166-05.

2. That they possess the skill sets to interview and quiz users of sealed and unsealed sources of radioactive materials and directly observe the radiological work activities of such users to evaluate the radiation safety effectiveness of such activities.

3. That they possess knowledge of, and experience with, radiation safety programs, including associated policy and detailed operational safety procedures, for large multidisciplinary laboratory-based research organizations operating under an NRC- or Agreement-State-issued Type A specific license of broad scope.

The Contractor shall also meet the following assessment requirements:

1. Upon award of the contract resulting from this solicitation, and to prepare to conduct the assessment, the successful offeror will communicate with and visit NIST as necessary to compile the information necessary to develop the assessment plan and to discuss the project's logistics, schedule, communications, and confidentiality.
2. Within 30 calendar days of contract award, the Contractor shall submit a plan for the assessment of the NIST Radiation Safety Program, including a detailed outline of the contents of the final assessment report.
3. Within 30 calendar days of receipt of NRC comments on the Assessment Plan, the Contractor shall resolve such comments with the NRC and revise the Assessment Plan as appropriate. The 30 calendar day period specified may be extended by the NRC due to comment resolution delays.
4. Within 30 calendar days of NRC Approval of the Assessment Plan, the Contractor shall commence assessment of NIST's radiation safety programs using that plan. The Contractor may independently interview individuals and observe radiological work activities as part of the assessment.
  - a) For the SNM-362 and 05-03166-05 NRC licenses, the assessment shall include a review of licensed operations with respect to the Root Cause and Contributing Causes identified in the NRC Special Inspection Report.
  - b) The SNM-362 license assessment shall also review licensed operations with respect to the program areas listed in attachment 1 and all of the areas listed in Appendix J of NUREG 1556, Volume 6, and Appendix M of NUREG 1556, Volume 11.
  - c) The 05-03166-05 assessment license shall also review licensed operations with respect to the program areas listed in attachment 2 and all of the areas listed in Appendix L of NUREG 1556, Volume 7.
5. During the conduct of the NIST Radiation Safety Program assessment, the Contractor shall comply with the requirements of NRC licenses SNM-362 and 05-03166-05 and NIST safety and security policies and procedures.
6. During the course of the Assessment, the consultant shall immediately notify the NIST Radiation Safety Officer of any observed issues that have, or may have, radiological significance or regulatory compliance implications. A summary of these notifications shall be included in the written Progress Reports provided every 15 days.

Subsequent to NRC approval of the assessment plan, the Contractor shall submit the deliverables in the table below. Deliverable numbers 3 and 5 shall document all of the program areas assessed and the method of assessment. Deliverable numbers 3, 4, and 5 shall include findings, recommendations, noteworthy practices, and conclusions. A finding is defined as any condition or action that deviates from an applicable regulation, standard, or procedure or adversely impacts the quality or reliability of any aspect of the radiation-safety program. A recommendation is defined as a suggestion that, when implemented, could improve the performance and effectiveness of a task, process, or program. A noteworthy practice is defined as a practice that leads to the improvement in the effectiveness or efficiency of the radiation-safety program.

Standards for Acceptance of Deliverables: The Technical Information Contact (TIC) will provide comments on Deliverable number 3 within 14 calendar days of receipt of Deliverable number 4.

Number	Description	Date Due
1	During the on-site assessments in Gaithersburg and Boulder, daily out briefings to the Technical Information Contact and/or designees on the results of each day's assessment.	Daily After Commencement of the On-Site Assessments.
2	Written progress reports to the Technical Information Contact on the degree of completion of each section of the assessment report.	Every 15 Calendar Days After Contract Award.
3	Draft Report and submit to the Contracting Officer's Representative (COR) documenting all program areas assessed, the method of assessment, and any findings, recommendations, noteworthy practices, and conclusions.  Thirty copies of the report shall be provided as a <u>confidential draft</u> document in hard copy format and four copies in electronic form.	Within 30 Calendar Days After Completion of the Assessment.
4	Summary Report briefing to the IRSC	Between 14 and 21 Calendar Days of Delivery of the Draft Report
5	Final Report to the Contracting Officer's Representative (COR) and the NRC.  -- Provide forty bound paper copies and 4 electronic versions of the <u>final</u> report to NIST.  -- Send a copy of the final report to the Director, Division of Nuclear Materials Safety, U.S. NRC, Region IV.	Within 120 Calendar Days of NRC Approval of Contractor Assessment Plan and No Later Than 14 Calendar Days of Receipt of NIST's Comments on the Draft Report
6	Electronic copies of all records of project activities to the NIST Health Physics Office.	Within 7 Days of Delivery of Final Report

**E. PERIOD OF PERFORMANCE AND PLACE OF PERFORMANCE**

The period of performance shall be from September 26, 2011 through June 23, 2012.

The place of performance of the assessment will be both NIST Gaithersburg and Boulder at the addresses below.

Gaithersburg Campus  
National Institute of Standards and Technology  
100 Bureau Drive  
Gaithersburg, MD 20899

Boulder Campus  
National Institute of Standards and Technology  
325 Broadway  
Boulder, CO 80305-3328

**F. GOVERNMENT-FURNISHED PROPERTY, DATA AND/OR INFORMATION**

All property, data and information provided by the Government in the performance of this task remains the property of the Government and shall be surrendered to the government upon completion or termination of this requirement. Likewise, all deliverables generated under this requirement remain the property of the Government.

Upon contract award the Government will provide the following:

1. NRC licenses SNM-362 and 05-03166-05IRSC Charter
2. NIST Administrative Manual Sub-Chapter 12.03
3. Health Physics Instructions (Gaithersburg)
4. Radiation Safety Instructions (Boulder)
5. Radiation Safety Manual (NIST Lab Safety Manual, Chapter 8)
6. Most Recent Radiation Safety Annual Reports
7. Most Recent Annual Radiation Safety Program Audits
8. NRC Special Inspection Report dated November 2, 2009
9. NRC Confirmatory Order date March 1, 2010

The Contractor will be provided workspace at each location during on-site activities. The Contractor will be provided a computer, phone, and access to a printer. All other material needed to support the performance of the effort resulting from this SOW shall be provided by the successful offeror. The contractor shall also have access to NIST laboratories for purposes of this audit, and conference room as available for discussions.

All Government furnished materials will be returned to the NIST Health Physics Office.

#### G. RISK ASSESSMENT

The HSPD-12 Security Risk Level assigned to this contract is Moderate risk.

#### H. PERFORMANCE REQUIREMENTS

The Contractor shall comply with all performance requirements set forth in Sections C and D and deliverable due dates listed in Section E of this requirement. The TIC shall monitor the Contractor's performance for compliance with performance standards, deliverable due dates, and technical validity and innovation of recommended improvements to the NIST Radiation Safety program.

#### I. TRAVEL

Travel will be refunded in accordance with the Federal Travel Regulation (FTR), and will not exceed the maximum per diem rate (meals and lodging), and transportation costs, in effect at the time of travel.

#### J. DELIVERABLES AND PAYMENT SCHEDULE

The Contractor may invoice to the Government, upon receipt from the COR, that a given deliverable is of acceptable quality and assigned tasks are up to date in accordance with the Clause 52.232-1 and the attached payment schedule.

#### K. CONTRACTOR MINIMUM QUALIFICATIONS

The Contractor (the firm or its officers) must have at least five (5) years providing radiation program evaluation and assessment services.

In addition, the Contractor shall identify the personnel to be assigned to the NIST Radiation Safety Program review. The lead consultant and individual managing on-site activities must have a minimum of 10 years directly applicable experience in developing and implementing radiation safety programs, conducting compliance reviews, and working within the Environmental Health and Safety (EHS) field. The lead auditor must have previous experience managing and directing a Radiation Safety Program within a major research facility and/or university. At

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least one auditor shall be certified by the American Board of Health Physics.

#### L. GENERAL INFORMATION

This work does not involve confidential or proprietary data. The certification and accreditation requirements of Clause 1352.239-73 do not apply and a security accreditation package is not required.

**Misconduct or Disruption of Services:** At any time during the performance period of this contract, the Contracting Officer, Technical Information Contact (TIC) or Operating Unit (OU) Director may request the Contractor employee be immediately removed from the premises if they determine, at their unilateral discretion, that any of the Contractor employees' actions or impaired state to be a disruption to the workforce.

**Safety:** The Contractor's employees shall be responsible for knowing and complying with all installation safety prevention regulations. Such regulations include, but are not limited to, general safety, fire prevention, and waste disposal.

**Patent Rights:** The Government retains a Government use license to all inventions arising from this work.

**Security:** NIST is a restricted campus. An identification badge is required for access for entry into buildings and also is shown to the armed Security Police when entering the campus.

**Identification Badges:** Contractor employees shall comply with NIST identification and access requirements. The Contractor is responsible for absences due to expired identification and access documents. Each Contractor employee shall wear a visible identification badge provided by the NIST Security Office. The badge must show the full name, title, and if required by NIST, the words "Contractor" in front. The Contractor employee shall turn in the NIST identification badge and vehicle pass to the TIC or Contracting Officer (CO) upon termination of their services under this contract.

**Vehicle Registration:** All Contractor employees must register their vehicles with the NIST Security Office to gain access to the campus. A valid driver's license, Government-furnished civilian ID, proof of insurance and current registration must be presented to the NIST Security Office, at which time a NIST vehicle pass will be issued. The pass shall be displayed on the vehicle's rear view mirror in accordance with instructions. The Contractor employee shall follow NIST procedures for removal and turn-in of the vehicle pass upon termination of services under this contract.

**Media Inquiries:** The Contractor employee shall not respond to any media inquiries. Any inquiries from the media shall be immediately relayed to the TIC and/or CO. There shall be no interviews, comments, or any other response without the knowledge and approval of the NIST Director.

ATTACHMENT 1

ASSESSMENT AREAS FOR LICENSE SNM-362

The SNM-362 NRC license assessment shall include the Licensed Operations and Program Specific Elements listed below.

A. Licensed Operations

1. Assess the adequacy of licensed operations with respect to the Root Cause, Contributing Causes, and Causal Factors identified in section 4 of enclosure 1 to the NRC Special Inspection Report.

2. Assess the adequacy of licensed operations with respect to the program areas listed in Appendix J of NUREG 1556, Volume 6, and Appendix M of NUREG 1556, Volume 11.

B. Program Specific Elements

1. Radiation Protection Procedures (Health Physics Instructions)

Assess the adequacy of all procedures and the effectiveness of the implementation of these operating and emergency instructions.

2. Research and Source Usage Protocols

Assess that NIST radiological hazard analyses adequately address the hazards of the radiation source term considering all of the activities (as described in the research protocol) being conducted with that source with respect to safety significance and regulatory compliance.

Assess the mechanism for ensuring that appropriate procedures and engineering controls have been verified to be in place prior to the commencement of research utilizing licensed material.

3. Instruments and Equipment

Assess the adequacy of the portable survey instruments used in radiological surveys and the knowledge, skills, and ability of personnel using these instruments.

Assess the adequacy of the portable survey instruments calibration program.

Assess the adequacy of the laboratory instrumentation used in radioanalysis and the knowledge, skills, and ability of HP staff using these instruments.

Assess the adequacy of the laboratory instrumentation quality control program.

4. Radiation Dosimetry Program

Assess the adequacy of procedures associated with dosimetry operations, including issuance/use of external dosimetry, assessment of internal dose, and evaluation of and dose assessment for radiological incidents.

Assess the adequacy of procedural requirements and the technical basis for determining when external and internal dosimetry is required.

Assess the adequacy of methods in place for evaluating, controlling, and acting on potential internal exposures.

Assess the adequacy of engineering and process controls in place for external and internal dose control and minimization.

#### 5. Radiation Safety Training Program

Verify that individuals whose assigned duties involve working with ionizing radiation sources have knowledge commensurate with operational duties.

Verify that workers are informed of the pertinent provisions of NRC regulations and the license, and the requirement to notify management of conditions observed that may, if not corrected, result in safety concerns and/or violation of NRC requirements.

Assess the adequacy of radiation safety awareness training provided to ancillary workers (such as janitorial or clerical staff), contract workers, and visitors.

Assess the adequacy of the refresher training to cover regulation changes and/or radiation safety program changes that affect the workers.

Assess the adequacy of the content of the training program to determine that it is commensurate with the individual's assigned duties including those who are involved with the transportation of radioactive materials.

#### 6. Material Control and Accountability

Assess the adequacy of the process for approving source acquisition and facility utilization.

Assess the adequacy of the methods used to demonstrate compliance with license possession limits and for accountability of sources.

Assess the adequacy of the implementation of leak test procedures.

Assess the adequacy of compliance with applicable Nuclear Materials Management and Safeguards System (NMMSS) reporting requirements.

Assess the adequacy of procedures to control materials that have been made radioactive by use of NIST particle accelerators (including materials in the target and associated activation products in the accelerator along with its shielding).

#### 7. Posting, Labeling, and Control

Assess the adequacy of access control to high radiation or very high radiation areas.

Assess the adequacy of security for radioactive materials.

#### 8. Surveys

Assess the adequacy of surveys that demonstrate compliance with public

dose limits.

Determine that surveys are conducted using approved procedures, that the survey results are appropriately reviewed, and that appropriate corrective actions, if any, have been taken.

Assess the adequacy of individuals' knowledge in using survey instrumentation and in conducting a proper radiation survey.

Determine that procedural requirements for surveys are adequate to demonstrate compliance with regulations and pertinent license requirements.

Assess the adequacy of the program with respect to 10 CFR Part 36 compliance activities.

Assess the adequacy of the emergency response program/capabilities for radiological emergencies.

9. As Low As Is Reasonably Achievable (ALARA)

Determine that high level management has made a commitment to minimize exposure to workers and has clearly defined procedures and policies to implement the ALARA philosophy.

Ascertain that the radiation protection staff has been given authority to make certain that ALARA policies are carried out and those workers have been adequately trained to understand the ALARA philosophy and how it should be implemented at their work places.

10. Radioactive Material Shipping

Determine that the shippers of radioactive materials are knowledgeable of the shipping regulations and whether shipping personnel demonstrate adequate skills to accomplish the package preparation requirements for public transport.

11. Radioactive Waste Management

Assess the adequacy of the facility, procedures, documentation, and other controls for the processing and disposal of radioactive waste.

12. Radioeffluents

Assess the adequacy of the procedures and controls for liquid and gaseous radioeffluents.

ATTACHMENT 2

ASSESSMENT AREAS FOR LICENSE 05-03166-05

The 05-03166-05 NRC license assessment shall include the Licensed Operations and Program Specific Elements listed below.

A. Licensed Operations

1. Assess the adequacy of licensed operations with respect to the Root Cause, Contributing Causes, and Causal Factors identified in section 4 of enclosure 1 to the NRC Special Inspection Report.

2. Assess the adequacy of licensed operations with respect to the program areas listed in Appendix L of NUREG 1556, Volume 7.

B. Program Specific Elements

1. Radiation Protection Procedures (Radiation Safety Instructions)

Assess the adequacy of all procedures and the effectiveness of the implementation of these operating and emergency instructions.

2. Research and Source Usage Protocols

Assess that NIST radiological hazard analyses adequately address the hazards of the radiation source term considering all of the activities (as described in the research protocol) being conducted with that source with respect to safety significance and regulatory compliance.

Assess the mechanism for ensuring that appropriate procedures and engineering controls have been verified to be in place prior to the commencement of research utilizing licensed material.

3. Instruments and Equipment

Assess the adequacy of the portable survey instruments used in radiological surveys and the knowledge, skills, and ability of personnel using these instruments.

Assess the adequacy of the portable survey instruments calibration program.

Assess the adequacy of the laboratory instrumentation used in radioanalysis and the knowledge, skills, and ability of HP staff using these instruments.

Assess the adequacy of the laboratory instrumentation quality control program.

4. Radiation Dosimetry Program

Assess the adequacy of procedures associated with dosimetry operations, including issuance/use of external dosimetry, assessment of internal dose, and evaluation of and dose assessment for radiological incidents.

Assess the adequacy of procedural requirements and the technical basis for determining when external and internal dosimetry is required.

Assess the adequacy of methods in place for evaluating, controlling, and acting on potential internal exposures.

Assess the adequacy of engineering and process controls in place for external and internal dose control and minimization.

#### 5. Radiation Safety Training Program

Verify that individuals whose assigned duties involve working with ionizing radiation sources have knowledge commensurate with operational duties.

Verify that workers are informed of the pertinent provisions of NRC regulations and the license, and the requirement to notify management of conditions observed that may, if not corrected, result in safety concerns and/or violation of NRC requirements.

Assess the adequacy of radiation safety awareness training provided to ancillary workers (such as janitorial or clerical staff), contract workers, and visitors.

Assess the adequacy of the refresher training to cover regulation changes and/or radiation safety program changes that affect the workers.

Assess the adequacy of the content of the training program to determine that it is commensurate with the individual's assigned duties including those who are involved with the transportation of radioactive materials.

#### 6. Material Control and Accountability

Assess the adequacy of the process for approving source acquisition and facility utilization.

Assess the adequacy of the methods used to demonstrate compliance with license possession limits and for accountability of sources.

Assess the adequacy of the implementation of leak test procedures.

#### 7. Posting, Labeling, and Control

Assess the adequacy of access control to posted areas.

Assess the adequacy of security for radioactive materials.

#### 8. Surveys

Assess the adequacy of surveys that demonstrate compliance with public dose limits.

Determine that surveys are conducted using approved procedures, that the  
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survey results are appropriately reviewed, and that appropriate corrective actions, if any, have been taken.

Assess the adequacy of individuals' knowledge in using survey instrumentation and in conducting a proper radiation survey.

Determine that procedural requirements for surveys are adequate to demonstrate compliance with regulations and pertinent license requirements.

Assess the adequacy of the emergency response program/capabilities for radiological emergencies.

9: As Low As Is Reasonably Achievable (ALARA)

Determine that high level management has made a commitment to minimize exposure to workers and has clearly defined procedures and policies to implement the ALARA philosophy.

Ascertain that the radiation protection staff has been given authority to make certain that ALARA policies are carried out and those workers have been adequately trained to understand the ALARA philosophy and how it should be implemented at their work places.

10. Radioactive Material Shipping

Determine that the shippers of radioactive materials are knowledgeable of the shipping regulations and whether shipping personnel demonstrate adequate skills to accomplish the package preparation requirements for public transport.

11. Radioactive Waste Management

Assess the adequacy of the facility, procedures, documentation, and other controls for the processing and disposal of radioactive waste.

12. Radioeffluents

Assess the adequacy of the procedures and controls for liquid and gaseous radioeffluents.

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1. 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://acquisition.gov/far/index.html>

(End of Clause)

2. 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (JUN 2010)  
(Reference 12.301)

3. 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)  
(Reference 33.215)

4. 52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)  
(Reference 37.110)

5. 52.245-1 GOVERNMENT PROPERTY (AUG 2010)  
(Reference 45.107)

6. 1352.201-70 CONTRACTING OFFICER'S AUTHORITY (APR 2010)

The Contracting Officer is the only person authorized to make or approve any changes in any of the requirements of this contract, and, notwithstanding any provisions contained elsewhere in this contract, the said authority remains solely in the Contracting Officer. In the event the contractor makes any changes at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract terms and conditions, including price.

(End of clause)

7. 1352.201-72 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (APR 2010)

(a) Mr. Stephen Willett is hereby designated as the Contracting Officer's Representative (COR). The COR may be changed at any time by the Government without prior notice to the contractor by a unilateral modification to the contract. The COR is located at:

National Institute of Standards and Technology  
100 Bureau Drive, Stop 1730  
Gaithersburg, MD 20899-1730  
Phone Number: 301-975-5097  
Email: [stephen.willett@nist.gov](mailto:stephen.willett@nist.gov)

(b) The responsibilities and limitations of the COR are as follows:

(1) The COR is responsible for the technical aspects of the contract and serves as technical liaison with the contractor. The COR is also responsible for the final inspection and acceptance of all deliverables and such other responsibilities as may be specified in the contract.

(2) The COR is not authorized to make any commitments or otherwise obligate the Government or authorize any changes which affect the contract price, terms or conditions. Any contractor request for changes shall be referred to the Contracting Officer directly or through the COR. No such changes shall be made without the express written prior authorization of the Contracting Officer. The Contracting Officer may designate assistant or alternate COR(s) to act for the COR by naming such assistant/alternate(s) in writing and transmitting a copy of such designation to the contractor.

(End of clause)

8. 1352.208-70 RESTRICTIONS ON PRINTING AND DUPLICATION (APR 2010)

(a) The contractor is authorized to duplicate or copy production units provided the requirement does not exceed 5,000 production units of any one page or 25,000 production units in the aggregate of multiple pages. Such pages may not exceed a maximum image size of 10-3/4 by 14-1/4 inches. A "production unit" is one sheet, size 8-1/2 x 11 inches (215 x 280 mm), one side only, and one color ink. Production unit requirements are outlined in the Government Printing and Binding Regulations.

(b) This clause does not preclude writing, editing, preparation of manuscript copy, or preparation of related illustrative material as a part of this contract, or administrative duplicating/copying (for example, necessary forms and instructional materials used by the contractor to respond to the terms of the contract).

(c) Costs associated with printing, duplicating, or copying in excess of the limits in paragraph (a) of this clause are unallowable without prior written approval of the Contracting Officer. If the contractor has reason to believe that any activity required in fulfillment of the contract will necessitate any printing or substantial duplicating or copying, it shall immediately provide written notice to the Contracting Officer and request approval prior to proceeding with the activity. Requests will be processed by the Contracting Officer in accordance with FAR 8.802.

(d) The contractor shall include in each subcontract which may involve a requirement for any printing, duplicating, and copying in excess of the limits specified in paragraph (a) of this clause, a provision substantially the same as this clause, including this paragraph (d).

(End of clause)

9. 1352.209-72 RESTRICTIONS AGAINST DISCLOSURE (APR 2010)

(a) The contractor agrees, in the performance of this contract, to keep the information furnished by the Government or acquired/developed by the contractor in performance of the contract and designated by the Contracting Officer or Contracting Officer's Representative, in the strictest confidence. The contractor also agrees not to publish or otherwise divulge such information, in whole or in part, in any manner or form, nor to authorize or permit others to do so, taking such reasonable measures as are necessary to restrict access to such information while in the contractor's possession, to those employees needing such information to perform the work described herein, i.e., on a "need to know" basis. The contractor agrees to immediately notify the Contracting Officer in writing in the event that the contractor determines or has reason to suspect a breach of this requirement has occurred.

(b) The contractor agrees that it will not disclose any information described in subsection (a) to any person unless prior written approval is obtained from the Contracting Officer. The contractor agrees to insert the substance of this clause in any consultant agreement or subcontract hereunder.

(End of clause)

10. 1352.209-73 COMPLIANCE WITH THE LAWS (APR 2010)

The contractor shall comply with all applicable laws, rules and regulations which deal with or relate to performance in accord with the terms of the contract.

(End of clause)

11. 1352.209-74 ORGANIZATIONAL CONFLICT OF INTEREST (APR 2010)

(a) Purpose. The purpose of this clause is to ensure that the contractor and its subcontractors:

(1) Are not biased because of their financial, contractual, organizational, or other interests which relate to the work under this contract, and

(2) Do not obtain any unfair competitive advantage over other parties by virtue of their performance of this contract.

(b) Scope. The restrictions described herein shall apply to performance or participation by the contractor, its parents, affiliates, divisions and subsidiaries, and successors in interest (hereinafter collectively referred to as "contractor") in the activities covered by this clause as a prime contractor, subcontractor, co-sponsor, joint venturer, consultant, or in any similar capacity. For the purpose of this clause, affiliation occurs when a business concern is controlled by or has the power to control another or when a third party has the power to control both.

(c) Warrant and Disclosure. The warrant and disclosure requirements of this paragraph apply with full force to both the contractor and all subcontractors. The contractor warrants that, to the best of the contractor's knowledge and belief, there are no relevant facts or circumstances which would give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, and that the contractor has disclosed all relevant information regarding any actual or potential conflict. The contractor agrees it shall make an immediate and full disclosure, in writing, to the Contracting Officer of any potential or actual organizational conflict of interest or the existence of any facts that may cause a reasonably prudent person to question the contractor's impartiality because of the appearance or existence of bias or an unfair competitive advantage. Such disclosure shall include a description of the actions the contractor has taken or proposes to take in order to avoid, neutralize, or mitigate any resulting conflict of interest.

(d) Remedies. The Contracting Officer may terminate this contract for convenience, in whole or in part, if the Contracting Officer deems such termination necessary to avoid, neutralize or mitigate an actual or apparent organizational conflict of interest. If the contractor fails to disclose facts pertaining to the existence of a potential or actual organizational conflict of interest or misrepresents relevant information to the Contracting Officer, the Government may terminate the contract for default, suspend or debar the contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract.

(e) Subcontracts. The contractor shall include a clause substantially similar to this clause, including paragraphs (f) and (g), in any subcontract or consultant agreement at any tier expected to exceed the simplified acquisition threshold. The terms "contract," "contractor," and "Contracting Officer" shall be appropriately modified to preserve the Government's rights.

(f) Prime Contractor Responsibilities. The contractor shall obtain from its subcontractors or consultants the disclosure required in FAR Part 9.507-1, and shall determine in writing whether the interests disclosed present an actual, or significant potential for, an organizational conflict of interest. The contractor shall identify and avoid, neutralize, or mitigate any subcontractor organizational conflict prior to award of the contract to the satisfaction of the Contracting Officer. If the subcontractor's organizational conflict cannot be avoided, neutralized, or mitigated, the contractor must obtain the written approval of the Contracting Officer prior to entering into the subcontract. If the contractor becomes aware of a subcontractor's potential or actual organizational conflict of interest after contract award, the contractor agrees that the Contractor may be required to eliminate the subcontractor from its team, at the contractor's own risk.

(g) Waiver. The parties recognize that this clause has potential effects which will survive the performance of this contract and that it is impossible to foresee each circumstance to which it might be applied in the future. Accordingly, the contractor may at any time seek a waiver from the Head of the Contracting Activity by submitting such waiver request to the Contracting Officer, including a full written description of the requested waiver and the reasons in support thereof.

(End of clause)

## 12. 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

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Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days prior to expiration of the contract.

(End of Clause)

13. 1352.219-71 NOTIFICATION TO DELAY PERFORMANCE (DEVIATION) (APR 2010)

The contractor shall not begin performance under this purchase order until 2 working days have passed from the date of its receipt. Unless the contractor receives notification from the Small Business Administration that it is ineligible for this 8(a) award, or otherwise receives instructions from the Contracting Officer, performance under this purchase order may begin on the third working day following receipt of the purchase order. If a determination of ineligibility is issued within the 2-day period, the purchase order shall be considered cancelled.

(End of clause)

14. 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (JAN 2009)

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

"Commercially available off-the-shelf (COTS) item"--

(1) Means any item of supply that is--

(i) A commercial item (as defined in paragraph (1) of the definition at 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46 U.S.C. App. 1702), such as agricultural products and petroleum products. Per 46 CFR 525.1 (c)(2), "bulk cargo" means cargo that is loaded and carried in bulk onboard ship without mark or count, in a loose unpackaged form, having homogenous characteristics. Bulk cargo loaded into intermodal equipment, except LASH or Seabee barges, is subject to mark and count and, therefore, ceases to be bulk cargo.

"Employee assigned to the contract" means an employee who was hired after November 6, 1986, who is directly performing work, in the United States, under a contract that is required to include the clause prescribed at 22.1803. An employee is not considered to be directly performing work under a contract if the employee--

(1) Normally performs support work, such as indirect or overhead functions; and

(2) Does not perform any substantial duties applicable to the contract.

"Subcontract" means any contract, as defined in 2.101, entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

"Subcontractor" means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.

"United States", as defined in 8 U.S.C. 1101(a)(38), means the 50 States, the District of Columbia, Puerto Rico, Guam, and the U.S. Virgin Islands.

(b) Enrollment and verification requirements.

(1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall--

(i) Enroll. Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;

(ii) Verify all new employees. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); and

(iii) Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of--

(i) All new employees.

(A) Enrolled 90 calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(B) Enrolled less than 90 calendar days. Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(ii) Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements at (b)(1) or (b)(2) respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.

(4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986, rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986, within 180 calendar days of--

(i) Enrollment in the E-Verify program; or

(ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify Program Memorandum of Understanding (MOU).

(5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.

(i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a suspension or debarment official.

(ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

(c) Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

(d) Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee--

(1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;

(2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or

(3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12, Policy for a Common Identification Standard for Federal Employees and Contractors.

(e) Subcontracts. The Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for identification of the parties), in each subcontract that--

(1) Is for--

(i) Commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or

(ii) Construction;

(2) Has a value of more than \$3,000; and

(3) Includes work performed in the United States.

(End of clause)

15. 52.227-17 RIGHTS IN DATA--SPECIAL WORKS (DEC 2007)

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

"Data" means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

"Unlimited rights" means the rights of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

(b) Allocation of Rights.

(1) The Government shall have--

(i) Unlimited rights in all data delivered under this contract, and in all data first produced in the performance of this contract, except as provided in paragraph (c) of this clause.

(ii) The right to limit assertion of copyright in data first produced in the performance of this contract, and to obtain assignment of copyright in that data, in accordance with paragraph (c)(1) of this clause.

(iii) The right to limit the release and use of certain data in accordance with paragraph (d) of this clause.

(2) The Contractor shall have, to the extent permission is granted in accordance with paragraph (c)(1) of this clause, the right to assert claim to copyright subsisting in data first produced in the performance of this contract.

(c) Copyright--

(1) Data first produced in the performance of this contract.

(i) The Contractor shall not assert or authorize others to assert any claim to copyright subsisting in any data first produced in the performance of this contract without prior written permission of the Contracting Officer. When copyright is asserted, the Contractor shall affix the appropriate copyright notice of 17 U.S.C. 401 or 402 and acknowledgment of Government sponsorship (including contract number) to the data when delivered to the Government, as well as when the data are published or deposited for registration as a published work in the U.S. Copyright Office. The Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license for all delivered data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the Government.

(ii) If the Government desires to obtain copyright in data first produced in the performance of this contract and permission has not been granted as set forth in paragraph (c)(1)(i) of this clause, the Contracting Officer shall direct the Contractor to assign (with or without registration), or obtain the assignment of, the copyright to the Government or its designated assignee.

(2) Data not first produced in the performance of this contract. The Contractor shall not, without prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first

produced in the performance of this contract and that retain the copyright notice of 17 U.S.C. 401 or 402, unless the Contractor identifies such data and grants to the Government, or acquires on its behalf, a license of the same scope as set forth in paragraph (c)(1) of this clause.

(d) Release and use restrictions. Except as otherwise specifically provided for in this contract, the Contractor shall not use, release, reproduce, distribute, or publish any data first produced in the performance of this contract, nor authorize others to do so, without written permission of the Contracting Officer.

(e) Indemnity. The Contractor shall indemnify the Government and its officers, agents, and employees acting for the Government against any liability, including costs and expenses, incurred as the result of the violation of trade secrets, copyrights, or right of privacy or publicity, arising out of the creation, delivery, publication, or use of any data furnished under this contract; or any libelous or other unlawful matter contained in such data. The provisions of this paragraph do not apply unless the Government provides notice to the Contractor as soon as practicable of any claim or suit, affords the Contractor an opportunity under applicable laws, rules, or regulations to participate in the defense of the claim or suit, and obtains the Contractor's consent to the settlement of any claim or suit other than as required by final decree of a court of competent jurisdiction; and these provisions do not apply to material furnished to the Contractor by the Government and incorporated in data to which this clause applies.

(End of clause)

16. 52.228-5 INSURANCE--WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective--

(1) For such period as the laws of the State in which this contract is to be performed prescribe; or

(2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

(End of Clause)

17. 52.232-1 PAYMENTS (APR 1984)

The Government shall pay the Contractor, upon the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified in this contract, payment shall be made on partial deliveries accepted by the Government if--

(a) The amount due on the deliveries warrants it; or

(b) The Contractor requests it and the amount due on the deliveries is at least \$1,000 or 50 percent of the total contract price.

(End of Clause)

18. 1352.237-70 SECURITY PROCESSING REQUIREMENTS - HIGH OR MODERATE RISK CONTRACTS (APR 2010)

(a) Investigative Requirements for High and Moderate Risk Contracts. All contractor (and subcontractor) personnel proposed to be employed under a High or Moderate Risk contract shall undergo security processing by the Department's Office of Security before being eligible to work on the premises of any Department of Commerce facility, or through a Department of Commerce IT system. All Department of Commerce security processing pertinent to this contract will be conducted at no cost to the contractor. The level of contract risk will determine the type and scope of such processing as noted below.

(1) Non-IT Service Contracts

- (i) High Risk - Background Investigation (BI)
- (ii) Moderate Risk - Moderate Background Investigation (MBI)

(2) IT Service Contracts

- (i) High Risk IT - Background Investigation (BI)
- (ii) Moderate Risk IT - Background Investigation (BI)

(b) In addition to the investigations noted above, non-U.S. citizens must have a pre-appointment check that includes an Immigration and Customs Enforcement agency check.

(c) Additional Requirements for Foreign Nationals (Non-U.S. Citizens)

To be employed under this contract within the United States, non-U.S. citizens must have:

- (1) Official legal status in the United States
- (2) Continuously resided in the United States for the last two years; and
- (3) Advance approval from the servicing Security Officer of the contracting operating unit in consultation with the Office of Security (OSY) headquarters. (OSY routinely consults with appropriate agencies regarding the use of non-U.S. citizens on contracts and can provide up-to-date information concerning this matter.)

(d) Security Processing Requirement. Processing requirements for High and Moderate Risk Contracts are as follows:

(1) The contractor must complete and submit the following forms to the Contracting Officer Representative (COR):

- (i) Standard Form 85P (SF 85P), Questionnaire for Public Trust Positions;
  - (ii) FD 258, Fingerprint Chart with OPM's designation in the ORI Block;
- and

(iii) Credit Release Authorization.

(2) The Sponsor will ensure that these forms have been properly completed, initiate the CD-254, Contract Security Classification Specification, and forward the documents to the cognizant Security Officer.

(3) Upon completion of the security processing, the Office of Security, through the servicing Security Officer and the COR, will notify the contractor in writing of the individual's eligibility to be given access to a Department of Commerce facility or Department of Commerce IT system.

(4) Security processing shall consist of limited personal background inquiries pertaining to verification of name, physical description, marital status, present and former residences, education, employment history, criminal record, personal references, medical fitness, fingerprint classification, and other pertinent information. For non-U.S. citizens, the COR must request an Immigration and Customs Enforcement (formerly INS) agency check. It is the option of the Office of Security to repeat the security processing on any contract employee at its discretion.

(e) Notification of Disqualifying Information. If the Office of Security receives disqualifying information on a contract employee, the COR will be notified. The COR, in coordination with the contracting officer, will immediately remove the contract employee from duty requiring access to Departmental facilities or IT systems. Contract employees may be barred from working on the premises of a facility for any of the following:

- (1) Conviction of a felony of a crime of violence or of a misdemeanor involving moral turpitude.
- (2) Falsification of information entered on security screening forms or of other documents submitted to the Department.

(3) Improper conduct once performing on the contract including criminal, infamous, dishonest, immoral, or notoriously disgraceful conduct or other conduct prejudicial to the Government regardless of whether the conduct directly related to the contract.

(4) Any behavior judged to pose a potential threat to Departmental information systems, personnel, property, or other assets.

(f) Failure to comply with the requirements may result in termination of the contract or removal of some contract employees from Department of Commerce facilities or access to IT systems.

(g) Access to National security Information. Compliance with these requirements shall not be construed as providing a contract employee clearance to have access to national security information.

(h) The Contractor shall include the substance of this clause, including this paragraph, in all subcontracts.

(End of Clause)

19. 1352.237-75 KEY PERSONNEL (APR 2010)

(a) The contractor shall assign to this contract the following key personnel:

Certified Health Physicist  
Senior Health Physicist  
Health Physicist

(b) The contractor shall obtain the consent of the Contracting Officer prior to making key personnel substitutions. Replacements for key personnel must possess qualifications equal to or exceeding the qualifications of the personnel being replaced, unless an exception is approved by the Contracting Officer.

(c) Requests for changes in key personnel shall be submitted to the Contracting Officer at least 15 working days prior to making any permanent substitutions. The request should contain a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. The Contracting Officer will notify the contractor within 10 working days after receipt of all required information of the decision on substitutions. The contract will be modified to reflect any approved changes.

(End of Clause)

20. 1352.246-70 PLACE OF ACCEPTANCE (APR 2010)

(a) The Contracting Officer or the duly authorized representative will accept supplies and services to be provided under this contract. (b) The place of acceptance will be:

National Institute of Standards and Technology  
100 Bureau Drive, Stop 1730  
Gaithersburg, MD 20899-1730

(End of clause)

21. NIST LOCAL\_04 BILLING INSTRUCTIONS

(a) The Contractor shall submit an original invoice or voucher in accordance with the payments provisions of this contract to:

NIST  
Accounts Payable Office  
100 Bureau Drive, Mail Stop 1621  
Gaithersburg, MD 20899-1621  
FAX Number: 301-975-8283  
Email: invoice@nist.gov

(b) Each invoice or voucher submitted shall include the following:

- (1) Contract Number.
- (2) Contractor Name and Address.

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- (3) Date of Invoice.
  - (4) Invoice Number.
  - (5) Amount of Invoice, and cumulative amount invoiced to-date.
  - (6) Contract Line Item Number (CLIN).
  - (7) Description, quantity, unit of measure, unit price, and extended price of supplies/services delivered.
  - (8) Prompt payment discount terms, if offered.
  - (9) Any other information or documentation required by the contract.
- (END OF CLAUSE)

22. NIST LOCAL\_36 TRAVEL NOTE

(a) The government will reimburse the contractor for all necessary expenses in connection with travel authorized pursuant to this order/contract. Costs incurred for lodging, meals, and incidental expenses shall be considered to be reasonable and allowable only to the extent that they do not exceed on a daily basis the maximum per diem rates in effect at the time of travel as set forth in the Federal Travel Regulations prescribed by the General Services Administration.

(b) Subsistence is authorized in accordance with the DoC and Federal Travel Regulations. Invoices requesting reimbursement for travel must be accompanied by itemized paid receipts. The invoices must be submitted to the payment office specified elsewhere in this order/contract. (END OF CLAUSE)

23. NIST LOCAL\_50 8(a) DIRECT AWARD CLAUSES - FAR DEVIATIONS

52.219-11 Special 8(a) Contract Conditions. (FEB 1990) (DEVIATION)

The Small Business Administration (SBA) agrees to the following:

(a) (DELETED)

(b) (DELETED)

(c) Except for novation agreements and advance payments, delegate to the National Institute of Standards and Technology (NIST) the responsibility for administering the subcontract to be awarded hereunder with complete authority to take any action on behalf of the Government under the terms and conditions of the subcontract; provided, however, that the National Institute of Standards and Technology (NIST) shall give advance notice to the SBA before it issues a final notice terminating the right of a subcontractor to proceed with further performance, either in whole or in part, under the subcontract for default or for the convenience of the Government.

(d) That payments to be made under any contract awarded under this contract will be made directly to the subcontractor by the National Institute of Standards and Technology (NIST).

(e) That the subcontractor awarded a subcontract hereunder shall have the right of appeal from decisions of the Contracting Officer cognizable under the "Disputes" clause of said subcontract.

(f) To notify NIST's Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern. (End of clause)

52.219-12 Special 8(a) Subcontract Conditions. (FEB 1990) (DEVIATION)

(a) The Small Business Administration (SBA) has delegated to the National Institute of Standards and Technology (NIST) authority to enter into an 8(a) contract directly with the participant to furnish the supplies or services as described therein.

(b) TIDEWATER, INC.

hereafter referred to as the subcontractor, agrees and acknowledges as follows:

(1) That it will, for and on behalf of the SBA, fulfill and perform all of the requirements of Order No. SB1341-11-CN-0132 for the consideration stated therein and that it has read and is familiar with each and every part of the contract.

(2) That the SBA has delegated responsibility, except for novation agreements and advance payments, for the administration of this subcontract to the National Institute of Standards and Technology (NIST) with complete authority to take any action on behalf of the Government under the terms and conditions of this subcontract.

(3) That it will not subcontract the performance of any of the requirements of this subcontract to any lower tier subcontractor without the prior written approval of the SBA and the designated Contracting Officer of the National Institute of Standards and Technology (NIST).

(4) That it will notify NIST's Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

(c) Payments, including any progress payments under this subcontract, will be made directly to the subcontractor by the National Institute of Standards and Technology (NIST). (End of clause)

24. 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (AUG 2011)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clause, which is incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50; Combating Trafficking in Persons (Feb 2009)  
(22 U.S.C. 7104(g)).

\_\_\_\_\_ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(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)  
(Pub. L. 108-77, 108-78).

(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:

\_\_\_\_\_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sep 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

\_\_\_\_\_ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)). (15 U.S.C. 657a).

\_\_\_\_\_ (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.)

XX (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2010) (Pub. L. 109-282) (31 U.S.C. 6101 note).

\_\_\_\_\_ (5) 52.204-11, American Recovery and Reinvestment Act--Reporting Requirements (Jul 2010) (Pub. L. 111-5).

XX (6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Dec 2010) (31 U.S.C. 6101 note).

\_\_\_\_\_ (7) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

\_\_\_\_\_ (8) 52.219-3, Notice of Total HUBZone Set-Aside or Sole-Source Award (Jan 2011) (15 U.S.C. 657a).

\_\_\_\_\_ (9) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

(10) [Reserved]

(11)

XX (i) 52.219-6, Notice of Total Small Business Set-Aside (June 2003) (15 U.S.C. 644).

\_\_\_\_\_ (ii) Alternate I (Oct 1995) of 52.219-6.

\_\_\_\_\_ (iii) Alternate II (Mar 2004) of 52.219-6.

(12)

- \_\_\_\_\_ (i) 52.219-7, Notice of Partial Set-Aside Business Set-Aside  
(June 2003) (15 U.S.C. 644).
- \_\_\_\_\_ (ii) Alternate I (Oct 1995) of 52.219-7.
- \_\_\_\_\_ (iii) Alternate II (Mar 2004) of 52.219-7.
- \_\_\_\_\_ (13) 52.219-8, Utilization of Small Business Concerns (Jan  
2011) (15 U.S.C. 637(d)(2) and (3)).
- (14)
- \_\_\_\_\_ (i) 52.219-9, Small Business Subcontracting Plan (Jan  
2011) (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 (Jul 2010) of 52.219-9.
- \_\_\_\_\_ (15) 52.219-14, Limitations on Subcontracting (Dec 1996)  
(15 U.S.C. 637(a)(14)).
- \_\_\_\_\_ (16) 52.219-16, Liquidated Damages--Subcontracting Plan  
(Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- (17)
- \_\_\_\_\_ (i) 52.219-23, Notice of Price Evaluation Adjustment  
for Small Disadvantaged Business Concerns (Oct 2008) (10  
U.S.C. 2323) (if the offeror elects to waive the  
adjustment, it shall so indicate in its offer).
- \_\_\_\_\_ (ii) Alternate I (June 2003) of 52.219-23.
- \_\_\_\_\_ (18) 52.219-25, Small Disadvantaged Business  
Participation Program--Disadvantaged Status and Reporting  
(Dec 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C.  
2323).
- \_\_\_\_\_ (19) 52.219-26, Small Disadvantaged Business  
Participation Program--Incentive Subcontracting (Oct 2000)  
(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- \_\_\_\_\_ (20) 52.219-27, Notice of Total Service-Disabled  
Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C.  
657 f).
- XX (21) 52.219-28, Post Award Small Business Program Rerepresentation  
(Apr 2009) (15 U.S.C. 632(a)(2)).
- \_\_\_\_\_ (22) 52.219-29 Notice of Total Set-Aside for Economically  
Disadvantaged Women-Owned Small Business (EDWOSB) Concerns  
(APR 2011).
- \_\_\_\_\_ (23) 52.219-30 Notice of Total Set-Aside for Women-Owned  
Small Business (WOSB) Concerns Eligible Under the WOSB  
Program (APR 2011).
- XX (24) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- \_\_\_\_\_ (25) 52.222-19, Child Labor--Cooperation with Authorities  
And Remedies (Jul 2010) (E.O. 13126).
- XX (26) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- XX (27) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- \_\_\_\_\_ (28) 52.222-35, Equal Opportunity for Veterans (Sep 2010)  
(38 U.S.C. 4212).
- XX (29) 52.222-36, Affirmative Action for Workers with Disabilities  
(Oct 2010) (29 U.S.C. 793).
- \_\_\_\_\_ (30) 52.222-37, Employment Reports on Veterans (Sep 2010)  
(38 U.S.C. 4212).
- \_\_\_\_\_ (31) 52.222-40, Notification of Employee Rights Under the  
National Labor Relations Act (Dec 2010) (E.O. 13496).
- \_\_\_\_\_ (32) 52.222-54, Employment Eligibility Verification (Jan  
2009). (Executive Order 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.)
- (33)
- \_\_\_\_\_ (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)).

- \_\_\_\_\_ 1) Alternate I (May 2008) of 52 13-9 (42 U.S.C. 6962(i)(2)(C)).
- \_\_\_\_\_ (34) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
- (35)
- \_\_\_\_\_ (i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007) (E.O. 13423).
- \_\_\_\_\_ (ii) Alternate I (Dec 2007) of 52.223-16.
- XX (36) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).
- \_\_\_\_\_ (37) 52.225-1, Buy American Act-Supplies (Feb 2009) (41 U.S.C. 10a-10d).
- (38)
- \_\_\_\_\_ (i) 52.225-3, Buy American Act-Free Trade Agreements-Israeli Trade Act (June 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, and 110-138).
- \_\_\_\_\_ (ii) Alternate I (Jan 2004) of 52.225-3.
- \_\_\_\_\_ (iii) Alternate II (Jan 2004) of 52.225-3.
- \_\_\_\_\_ (39) 52.225-5, Trade Agreements (Aug 2009) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- XX (40) 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).
- \_\_\_\_\_ (41) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- \_\_\_\_\_ (42) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- \_\_\_\_\_ (43) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- \_\_\_\_\_ (44) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- XX (45) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).
- \_\_\_\_\_ (46) 52.232-34, Payment by Electronic Funds Transfer-Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).
- \_\_\_\_\_ (47) 52.232-36, Payment by Third Party (Feb 2010) (31 U.S.C. 3332).
- \_\_\_\_\_ (48) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- (49)
- \_\_\_\_\_ (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 1984) 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:
- \_\_\_\_\_ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).
- \_\_\_\_\_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- \_\_\_\_\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act-Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- \_\_\_\_\_ (4) 52.222-44, Fair Labor Standards Act and Service

Contr. c Act-Price Adjustment (Sep 2006) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

(5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

(6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Feb 2009) (41 U.S.C. 351, et seq.).

(7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).

(8) 52.237-11, Accepting and Dispensing of \$1 Coin (Aug 2007) (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.

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

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

(e)

(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 (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (Dec 2010) (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 \$650,000 (\$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) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Section 1553 of Pub. L. 111-5). Applies to subcontracts funded under the Act.

(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (Sep 2006) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

(vii) 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.

(viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(ix) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Feb 2009) (41 U.S.C. 351, et seq.).

(xii) 52.222-54, Employment Eligibility Verification (Jan 2009).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 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)

## 25. PAYMENT SCHEDULE

Invoices shall be submitted based upon receipt of acceptable deliverables for work to be performed under this contract in accordance with the Clause 52.232-1 and the following payment schedule.

<u>Deliverable</u>	<u>Date Due</u>	<u>Payment Schedule</u>
1. Submit Assessment Plan-IAW SOW	October 31, 2011	\$ 66,150.00
2. Resolve NRC comments/ Revise Assessment Plan- IAW SOW	NLT 30 days upon receipt of NRC comments	\$ 26,460.00
3. Commence Assessment -IAW SOW	NLT 30 days upon receipt of final NRC approval of Assessment Plan	\$ 13,230.00
4. Complete Field Assessment Activities- IAW SOW	NLT 60 days following commencement of Assessment Plan	\$105,840.00
5. Submit Final Assessment Plan Report-IAW SOW	NLT 120 calendar days of NRC approval of Assessment Plan	\$ <u>52,920.00</u>

Total Fixed Price:\$264,600.00\*

\*Payments are inclusive of Travel.

