

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS**  
**OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30**

1. REQUISITION NO. HR-13-060 11/29/2012		PAGE 1 OF 48
2. CONTRACT NO. RC-HQ-13-C-38-0027	3. AWARD/EFFECTIVE DATE 2/25/2013	4. ORDER NO.
5. SOLICITATION NUMBER NRC-HQ-12-R-38-0144		6. SOLICITATION ISSUE DATE
7. FOR SOLICITATION INFORMATION CALL:	8. NAME	9. TELEPHONE NO. (No Collect Calls)
10. THIS ACQUISITION IS		11. OFFER DUE DATE/LOCAL TIME

9. ISSUED BY U.S. Nuclear Regulatory Commission Div. of Contracts Attn: Rob Robinson, 301-492-3693 Mail Stop: TWB-01-B10M Washington, DC 20555	CODE 3100	10. THIS ACQUISITION IS <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS	<input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR: <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: 541690 <input type="checkbox"/> EDWOSB <input type="checkbox"/> SBA SIZE STANDARD: Y \$14 Million
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11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS	13. THIS CONTRACT IS A RATED ORDER UNDER DPAS (16 CFR 700) <input type="checkbox"/>	13b. RATING N/A
15. DELIVER TO U.S. Nuclear Regulatory Commission Washington DC 20555		16. ADMINISTERED BY U.S. Nuclear Regulatory Commission Div. of Contracts Mail Stop: TWB-01-B10M Washington, DC 20555	14. METHOD OF SOLICITATION <input type="checkbox"/> RFO <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP

17a. CONTRACTOR/OFFEROR CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY Department of Interior / NBC NRCPayments_NBCDenver@NBC.gov Attn: Fiscal Services Branch - D2770 7301 W. Mansfield Avenue Denver CO 80235-2230	CODE 3100
ADVANCED HEALTH EDUCATION CENTER MEDRELIEF STAFFING 8502 TYBOR ST HOUSTON TX 770743012 TELEPHONE NO. _____ DUNS: 859145708 DUNS#:		PHONE: _____ FAX: _____	

<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER	18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM
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19. ITEM NO.	20. See CONTINUATION Page SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<p>The contractor shall update and deliver two courses for the U.S. Nuclear Regulatory Commission as part of the project entitled "Medical Technology Training."</p> <p>The objective of this procurement is to train regulatory personnel who license and inspect facilities that generate medical doses and facilities that perform nuclear medicine procedures, brachytherapy, gamma stereotactic radiosurgery and other medical treatments on humans using byproduct material.</p> <p>The period of performance for this contract is five (5) years, inclusive of four, one (1) year options.</p> <p align="center">(Use Reverse and/or Attach Additional Sheets as Necessary)</p>				

25. ACCOUNTING AND APPROPRIATION DATA See CONTINUATION Page B&R#: 2013-84-34-N-157; Job Code: M8432; BOC: 252A Appro.#: 31C0200; Amount Obligated: \$142,000.00 DUNS#: 859145708; NAICS Code: 611699; APP-13-10354	26. TOTAL AWARD AMOUNT (For Govt. Use Only) NTE \$1,128,795.00
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<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA	<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.
<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA	<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 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	<input type="checkbox"/> 29. AWARD OF CONTRACT; REF. _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 9), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS.

SIGNATURE OF OFFEROR/CONTRACTOR <i>Marilyn H. Sackett</i>	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) <i>Monique B. Williams</i>
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) Marilyn H. Sackett President 2-21-13	31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Monique B. Williams Contracting Officer
30c. DATE SIGNED	31c. DATE SIGNED 2/20/2012

AUTHORIZED FOR LOCAL REPRODUCTION  
 PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV. 2/2012)  
 Prescribed by GSA - FAR (48 CFR) 53.212

**SUNSI REVIEW COMPLETE**

MAR 14 2013

TEMPLATE - ADM001

**ADM002**

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**SECTION B - CONTINUATION BLOCK**

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

- (a) The title of this project is: Medical Technology Training
- (b) Summary work description:

The purpose of this training is to provide up to date training for the regulatory personnel who license and inspect facilities that generate medical doses and facilities that perform nuclear medicine procedures, brachytherapy, gamma stereotactic radiosurgery, and other medical treatments on humans using byproduct materials. The Nuclear Regulatory Commission (NRC) requires a contractor to update and present the courses entitled, "Diagnostic and Therapeutic Nuclear Medicine" and "Brachytherapy, Gamma Knife and Other Medical Uses of Byproduct Materials."

**B.2 CONSIDERATION AND OBLIGATION – INDEFINITE QUANTITY CONTRACT (AUG 2011)**

- (a) The estimated total quantity of his contact for the services under this contract is \$1,128,795.00, which includes a firm fixed price amount of \$1,128,795.00.
- (b) The firm fixed price authorized for the base period is \$234,553.00.
- (c) This contract is subject to the minimum and maximum ordering requirements set forth in the contract.
- (d) The amount presently obligated with respect to this contract is \$142,000.00. The obligated amount shall, at no time, exceed the order ceiling as specified in paragraph (a) above. 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.

**B.3 PRICE/COST SCHEDULE**

**BASE YEAR – February 25, 2013 – February 24, 2014**

CLIN NUMBER	DESCRIPTION OF SERVICES	UNIT PRICE	EST QTY	TOTAL PRICE
0001	Development/Revision of Existing Course Materials	)	LOT	?
0002	Delivery of Course H-304 (Diagnostic and Therapeutic Nuclear Medicine)		EA	
0003	Delivery of Course H-313 (Brachytherapy, Gamma Knife and Other Medical Uses of Byproduct Material)		EA	
0004	Tungsten Shields Used for Handling PET Doses		EA	
0005	Dummy Iodine-131 Therapy Doses*		EA	
0006	Tongs or Long-handled Tools for Manipulating Bulk Nuclear Medicine Doses		EA	
<b>TOTAL ESTIMATED COST</b>				<b>\$234,553.00</b>

\* - must be provided in capsule form, along with the typical shielded handling/shipping containers used with these doses.

**OPTION YEAR 1– February 25, 2014 – February 24, 2015**

CLIN NUMBER	DESCRIPTION OF SERVICES	UNIT PRICE	EST QTY	TOTAL PRICE
1001	Delivery of Course H-304 (Diagnostic and Therapeutic Nuclear Medicine)		EA	
1002	Delivery of Course H-313 (Brachytherapy, Gamma Knife and Other Medical Uses of Byproduct Material)	\$	EA	
<b>TOTAL ESTIMATED COST</b>				<b>\$219,932.00</b>

**OPTION YEAR 2– February 25, 2015 – February 24, 2016**

CLIN NUMBER	DESCRIPTION OF SERVICES	UNIT PRICE	EST QTY	TOTAL PRICE
2001	Development/Revision of Existing Course Materials		LOT	
2002	Delivery of Course H-304 (Diagnostic and Therapeutic Nuclear Medicine)		A	
2003	Delivery of Course H-313 (Brachytherapy, Gamma Knife and Other Medical Uses of Byproduct Material)		A	\$
<b>TOTAL ESTIMATED COST</b>				<b>\$220,589.00</b>

**OPTION YEAR 3– February 25, 2016 – February 24, 2017**

CLIN NUMBER	DESCRIPTION OF SERVICES	UNIT PRICE	EST QTY	TOTAL PRICE
3001	Delivery of Course H-304 (Diagnostic and Therapeutic Nuclear Medicine)	\$	EA	\$
3002	Delivery of Course H-313 (Brachytherapy, Gamma Knife and Other Medical Uses of Byproduct Material)		EA	
<b>TOTAL ESTIMATED COST</b>				<b>\$226,532.00</b>

**OPTION YEAR 4– February 25, 2017 – February 24, 2018**

CLIN NUMBER	DESCRIPTION OF SERVICES	UNIT PRICE	EST QTY	TOTAL PRICE
4001	Development/Revision of Existing Course Materials		LOT	
4002	Delivery of Course H-304 (Diagnostic and Therapeutic Nuclear Medicine)		A	
4003	Delivery of Course H-313 (Brachytherapy, Gamma Knife and Other Medical Uses of Byproduct Material)		EA	
<b>TOTAL ESTIMATED COST</b>				<b>\$227,189.00</b>

**TOTAL PRICE (BASE YEAR PLUS OPTIONS): \$1,128,795.00**

**B.4 DELIVERABLES SCHEDULE**

<b>DELIVERABLE</b>	<b>DUE DATE</b>	<b>SUBMITTED TO</b>
Kick-off meeting	Within 21 days of contract award	CO, CS, COR, Contractor Key Personnel
Original Course Development/Revisions	Within 90 days after completion of Kick-off meeting	COR
Delivery of Courses	As scheduled	N/A
Subsequent Course Revisions	30 days prior to next scheduled offering (when applicable)	COR
Course Reports	Within 30 days after completion of course (dose monitoring records must be submitted with this report or within 5 days after receipt of results if results take more than 30 days to obtain.)	COR
Final Contract Report	Within 30 days of completion of the contract period of performance or completion of final course delivered.	COR
Training Aids	1 set of training aids must be delivered within 90 days of contract award.	COR

**B.5 PERIOD OF PERFORMANCE (AUG 2011) ALTERNATE IV (AUG 2011)**

The ordering period for this contract shall commence on the effective date of the contract and will expire on on the last date of the term of this contract. Any orders issued during this period shall be completed within the time specified in the order, unless otherwise specified herein. (See 52.216-18 - Ordering.) The term of this contract may be extended at the option of the Government for an additional four (4) years.

Base Period: February 25, 2013 – February 24, 2014  
Option Year 1: February 25, 2014 – February 24, 2015  
Option Year 2: February 25, 2015 – February 24, 2016  
Option Year 3: February 25, 2016 – February 24, 2017  
Option Year 4: February 25, 2017 – February 24, 2018

**B.6 STATEMENT OF WORK****BACKGROUND**

The Nuclear Regulatory Commission (NRC) regulates radioactive materials and devices used in medical practice. The NRC licenses and inspects hospitals, private practices, nuclear pharmacies and other facilities where radionuclides are prepared and administered to patients or human research subjects for medical diagnosis, treatment, or research purposes. The NRC ensures that these activities are conducted in compliance with applicable NRC regulations and license conditions and identifies situations which might adversely affect the health and safety of patients, workers and the public.

In support of this mission, the NRC conducts special training for the regulatory personnel who license and inspect facilities that generate medical dosages and facilities that perform nuclear medicine procedures, manual

brachytherapy, remote after loader brachytherapy, gamma stereotactic radiosurgery, and other medical treatments on humans using byproduct material. This training is intended to maintain and/or augment the technical and analytical competence of these individuals in recognizing unsafe practices and items of regulatory noncompliance.

### CONTRACT OBJECTIVE

The objective of this contract is to present two training courses entitled:

- "Diagnostic and Therapeutic Nuclear Medicine (H-304)"
- "Brachytherapy, Gamma Knife and Other Medical Uses of Byproduct Material (H-313)"

### STATEMENT OF WORK

Upon completion of each training session, the students shall have a detailed knowledge of the following as specified in the course and lesson objectives which shall be provided in the training materials:

- a. Current medical technology employing NRC-regulated radioactive material or devices including:
  - Equipment: (e.g., imaging and therapy units, Positron Emission Tomography (PET), all types of generators, cyclotrons, personnel dosimetry, dose calibrators, applicators, transmission sources, dosimetry systems for sealed source therapeutic units, radiation detectors, shielding)
  - Procedures for:
    - medical administration of radiation
    - radiation safety (e.g., contamination control, emergency procedures, keeping doses As Low As is Reasonably Achievable (ALARA), training, audits, etc.)
    - quality assurance (e.g., dose calibrators, generator breakthrough procedures, procedures for compliance with 10 CFR 35.41 to assure that each administration is performed in accordance with the written directive);
  - Radionuclides: (e.g., type, form, amount, use, safety characteristics, security requirements). This should include specific information on the use of radiopharmaceuticals primarily for their emission of low energy photons, beta particles, or alpha particles;
  - Surveys (e.g., personnel and area contamination, area and patient exposure rates);
  - Recordkeeping: (e.g., inventory, disposal, leak tests, generator elution results, written directives, quality management program);
  - Radiation safety significance associated with various pre- and post-radiation administration activities (these discussions shall include, among other items, when written directives are required, how written directives are used, and definitions/examples of medical events);
  - Doses to occupationally exposed personnel, the patient, and members of the general public (e.g., typical dose rates for typical administrations, dose planning procedures for patients, and dose verification by doctors, knowing when to report medical events)
  - Personnel responsibilities including those of the:
    - Licensee Management
    - Licensee Contractors
    - Nuclear Pharmacist
    - Authorized User
    - Nuclear Medicine Technologist
    - Medical Physicist

- Radiation Safety Officer
  - Radiation Safety Technologist
  - Nursing Staff
  - Ancillary Personnel
  - Visitor and Caregivers
- Organizational responsibilities including those of the:
    - Licensee Management
    - Radiation Safety Committee (RSC)
    - Internal Review Board (IRB)
- b. Emerging Technologies or Other Medical Uses of Byproduct Material licensed in accordance with 10 CFR35.1000: (Highlight the similarities with other regulated uses, as well as unique properties of these uses, and thus new commitments under 35.1000)
- Equipment
  - Procedures
  - Radionuclides
  - Personnel
  - Radiation Safety Issues
- c. Current applicable NRC regulations
- d. Peripheral Activities including:
- Radiopharmacy operations (including PET isotope production)
  - Receipt of radioactive materials
  - Mobile service providers
  - Transport of radiopharmaceuticals and medical sources
- e. Recent or significant incidents, accidents or events involving the medical use of NRC-regulated radioactive material or devices;

### GENERAL COURSE DESCRIPTIONS

The NRC will provide a manual and exam questions for each course developed. These course materials can be accessed on the NRC's public library under the Agencywide Document Access and Management System (ADAMS) accession numbers ML12006A014 (for H-304) and ML12010A128 (for H-313).

Required course topics and activities are provided in Attachment 1. Revisions to the existing course material will be necessary, including updating the training materials with any new medical technologies, policies, and guidance that is listed in Attachment 1. However, it is expected that development and revisions of course materials will be minimal. All development and updating of course materials shall be performed by individuals identified as key personnel (e.g., a medical physicist or medical practitioner that is knowledgeable of the technology being discussed). All new or revised course materials must be approved by the Contracting Officer's Representative (COR) before use.

### DIAGNOSTIC AND THERAPEUTIC NUCLEAR MEDICINE (H-304)

- a. The contractor shall develop and deliver a 5-day training course covering routine Diagnostic and Therapeutic Nuclear Medicine modalities as well as other radiopharmaceutical modalities as they are developed and used in medical practice in accordance with 10 CFR 35, Subpart K. The NRC withholds the right to provide a guest speaker for ½ day during the course to discuss regulatory aspects of licensing and inspection of nuclear medicine activities. The NRC presentation will be maintained and updated by the NRC. A current electronic copy will be provided for inclusion by the contractor in the course manual before each course.



- b. The training shall convey to the students sufficient knowledge of Diagnostic and Therapeutic Nuclear Medicine activities and radiation safety issues involving NRC-licensed radioactive material and devices to permit them to successfully perform their duties as inspectors and license reviewers. The training shall also address the difference between NRC's classification system based on requirements of written directives and the medical use communities system based on diagnosis and therapy. The students shall be provided with current information covering:
- medical principles and practices (this should include specific information on the use of radiopharmaceuticals primarily for their emission of low energy photons, beta particles, or alpha particles)
  - the common technology, equipment, radiopharmaceuticals and techniques used (shall include T-99m/Mo/99 and Rb-82 generator use and their quality control requirements, and the use of accelerators to produce radiopharmaceuticals)
  - the use of diagnostic devices, transmission sources, and 35.1000 sources like breast tumor biopsy sources (and any other sources that are used for imaging and localization studies)
  - personnel responsibilities and duties they perform (e.g., doctors, nurses, physicists, technicians, RSO, etc.)
  - radiation safety significance of activities ((relevant topics may include testing for generator breakthrough, definitions and examples of reportable medical events, knowing when written directives are required, and discussion on written procedures to verify and assure administrations are in accordance with written directives)

Discussions of the actual clinical procedures will be limited to that which is needed to understand the associated radiation safety concerns.

The contractor shall arrange one or more class tours to medical facilities for on-site activities during each course. The medical facilities shall have all of the state-of-the-art medical equipment required for the training, and shall include at a minimum:

- a facility that includes a nuclear medicine department with access to SPECT imaging cameras, SPECT/CT cameras, and PET cameras; and
- a nuclear medicine hot-lab where students can receive hands-on training; and
- a nuclear pharmacy that handles PET doses as well as SPECT doses.

The contractor shall provide knowledgeable personnel who are able to explain activities and answer questions during site visits. One of the site visits should include a nuclear pharmacy where both SPECT and PET isotopes are handled.

- c. Successful accomplishment of the desired outcome shall be determined by:
- reviewing the students' overall performance on the final examination
  - evaluation of the comments provided by the COR or his/her designee
  - evaluation of the ratings and comments provided by the students using online and/or written course evaluation forms.

### **BRACHYTHERAPY, GAMMA KNIFE AND OTHER MEDICAL USES OF BYPRODUCT MATERIAL (H-313)**

- a. The contractor shall develop and deliver a 5-day training course covering Brachytherapy (including manual brachytherapy as defined in Title 10 of the *Code of Federal Regulations* (10 CFR), Part 35.2, external ophthalmic use of Strontium-90, low and high dose rate photon remote afterloaders), Gamma Knife (Gamma Stereotactic Radiosurgery or GSR) and other modalities as they are developed and used in medical practice in accordance with 10 CFR 35, Subparts F, H, and K. The NRC will provide a guest speaker for ½ day to discuss regulatory aspects of licensing and inspection of medical therapy. The NRC presentation will be maintained and updated by the NRC. A current electronic copy will be provided for inclusion by the contractor in the course manual before each course.

In the event that the NRC guest speaker is not able to participate, the contractor shall have ½ day of relevant supplemental activities prepared, such as an expanded review of recent events that have occurred, and how they could have been prevented.

- b. The training shall convey to the students knowledge of all forms of medical therapy involving licensed material used to treat malignancies and other medical conditions, utilizing tours and observations, in addition to in-class lectures and handouts. The training shall provide sufficient information to permit the students to successfully perform their duties as inspectors and license reviewers. Emphasis shall be placed on Brachytherapy, Gamma Knife and Emerging Technologies involving NRC-licensed radioactive material and devices. Cobalt-60 teletherapy shall only be mentioned briefly as it is no longer in routine medical use. Linear accelerators and other radiation sources not involving radioactive material shall only be mentioned briefly as these devices are not regulated by the NRC. However, accelerator produced byproduct material and activation products that result from accelerators that are operated to produce byproduct material shall be discussed in sufficient detail with the students, since these items are included in the NRC's definition of byproduct material. The students shall be provided with current information covering:
- medical principles and practices
  - the technology, equipment, radioactive sources and techniques used
  - personnel, responsibilities and duties they perform (e.g., doctors, nurses, physicists, technicians, RSO, etc.)
  - radiation safety significance of activities (relevant topics should include physical presence requirements, knowing what is a medical event, written directives, and discussion on written procedures to verify and assure administrations are in accordance with written directives)

Discussions of the actual clinical procedures will be limited to that which is needed to understand the radiation safety concerns.

The contractor shall arrange one or more class tours to medical facilities for on-site activities during each course. The medical facilities shall have all of the state-of-the-art medical equipment required for the training, and shall include, at a minimum:

- an HDR unit, a gamma knife unit, and a microspheres treatment system;

The contractor shall provide knowledgeable personnel who are able to explain activities and answer questions during site visits.

- c. Successful accomplishment of the desired outcome shall be determined by:
- reviewing the students' overall performance on the examination
  - evaluation of the comments provided by the COR or his/her designee
  - evaluation of the ratings and comments provided by the students on the course and instructor evaluation forms.

## KEY PERSONNEL

Individuals involved with course development, revisions, presentations, and tours shall have clinical experience in the technologies and procedures being discussed. As a minimum, the key personnel involved in the contract should meet the qualifications below:

- a. Instructors or lecturers shall have at least two years of experience working with the technology and within the subject matter area they are teaching. This experience shall be recent so that the instructors are well-versed in the current procedures and technologies used in their subject areas. Key personnel with the required level

of experience working with the technologies and within the subject matter areas they are teaching will be given higher scores if they also have some experience in presenting, teaching, or communicating with groups.

- b. All technical revisions to the course materials or the addition of new training modules to the H-313 course shall be reviewed and approved by a Brachytherapy Medical Physicist for manual brachytherapy medical uses or a Medical Physicist that is currently authorized under an NRC or Agreement State license for the specific Remote Afterloader or Gamma Stereotactic Radiosurgery medical uses being discussed. The Medical Physicist performing technical revisions shall have current clinical experience in the specific medical treatments being discussed.
- c. All technical revisions to the course materials or the addition of new training modules to the H-304 course shall be reviewed and approved by a Certified Nuclear Medicine Technologist with a minimum of five years experience under an NRC or Agreement State license. This experience shall be recent so that course materials are maintained current with medical practices. It is preferable that a Nuclear Pharmacist review any major technical revisions involving complex subjects or the addition of new or emerging radiopharmaceutical procedures. The Nuclear Pharmacist shall be authorized under a current NRC or Agreement State license.
- d. Tours of medical facilities during either course shall be performed by staff with current experience in the area or technology being shown. For the H-313 class, a Medical Physicist should be available during the tours to answer complex technical questions. For the tours of the nuclear pharmacy during the H-304 course, a Nuclear Pharmacist shall be available to answer any complex technical questions.

#### GOVERNMENT FURNISHED PROPERTY AND INFORMATION

The COR shall provide the contractor with an electronic copy of the existing course manuals and exam banks (i.e., in MS Word, MS PowerPoint, MS Excel, or PDF formats). The COR shall also provide an electronic copy of the Student Information Sheet, Course Feedback Form, and a form for documenting familiarity with USNRC Regulatory Guides 8.13 and 8.29. The contractor shall issue these written copies of these forms to each student at the beginning of every course and collect them from each student at the conclusion of the first day (except for the Feedback Forms which will be collected at the conclusion of the course). The COR shall also provide a cover sheet for the examination. Any suggested changes to the forms will be submitted to the COR for review and approval.

The COR shall provide the contractor with the NRC website locations where relevant documents (e.g., NRC regulations, Regulatory Guides, NUREGs, Information Notices, Regulatory Issue Summaries, etc.) may be downloaded. Most of this information can be located on the NRC's Medical Uses Toolkit webpage at the following URL:

<http://www.nrc.gov/materials/miau/med-use-toolkit.html>

In those instances where the contractor requests an NRC document that is not available on the NRC website, the COR shall attempt to locate a copy. If one is available, the COR will provide a link to it, a hard copy of it, or a scanned PDF version to the contractor at the discretion of the COR.

The COR shall provide the contractor with administrative information to be presented to the students on the first day of class (e.g., work codes for charging training time, procedures for addressing complaints etc). The COR shall also provide the contractor with a list of additional information that must be provided to the students (e.g., emergency evacuation plans, rules concerning start and stop times, breaks, lunch, cell phone etiquette, appropriate attire etc).

The COR shall provide the contractor with the name, phone number and e-mail address of an NRC technical point of contact who will be able to advise the contractor on current pertinent regulatory changes, guidance, generic communications and other regulatory issues for inclusion in upcoming course presentations.

**CONTRACTOR FURNISHED ITEMS**

The contractor shall provide qualified instructors who are well versed in all topics to be covered, who are capable of answering in-depth questions on each topic, and who will provide the required training in accordance with the contract.

The contractor shall designate an individual who will be the primary point of contact with the COR. This individual will be responsible for supervising the performance of work under the contract and will ensure that the objectives and goals of the training are met. This individual need not be physically present during each course but shall be available to address problems and concerns and take action as appropriate to ensure the success of the training course.

The contractor shall provide all necessary instructional materials including student texts, instructor manuals, exercises, handouts, exams and audio-visual media for the conduct of the class. One copy of all newly developed or majorly revised materials shall be provided to the COR in both electronic format and hard copy prior to a scheduled course. The software used by the contractor shall be compatible with the current software and version used by the COR (e.g., MS Word, MS PowerPoint, MS Excel, etc.).

The contractor shall provide classroom facilities conducive to a proper learning environment capable of comfortably accommodating at least 18 students and two guests (guests may include representatives of the NRC COR or the contractor). The classroom shall be accessible to students with disabilities. The classroom shall also be located at a site with adequate parking, and within five miles of restaurants to accommodate the limited time students will have for lunch.

The contractor shall provide all necessary classroom materials and equipment, such as flip charts, erasable marker whiteboards, DVD player, computer, video projector, projection screen, hole punches, and staplers. The contractor shall also provide expendable/consumable supplies such as paper for notes, pencils, hi-lighters, pens, markers and post-its. A reasonable supply of consumable items shall be made available for student use during the training, and, where applicable, they may be collected and reused. The contractor shall replenish expendable/consumable items as needed.

The classroom and medical facilities shall be located in or near a city with convenient access by major commercial air carriers.

If the classroom site and the medical facilities are not co-located, the contractor shall provide roundtrip transportation for the students between the classroom and the medical facility on those days when activities are scheduled at the medical facilities. If the classroom and medical facilities are not co-located, they should be located at a reasonable distance from each other (less than an hour) to avoid excessive travel which would reduce training time.

The classroom, transport vehicle (if used) and medical facilities shall be accessible to students with disabilities.

The contractor shall provide to the COR:

- physical addresses or a map of the area showing the training location in relationship to Interstate Highways, major State roads and airports
- detailed directions from the airport to the training facility
- a brief list of hotels with room rates (excluding taxes) at or below the current federal government area lodging rate
  - the current lodging rate for the contractors location may be viewed online at <http://www.gsa.gov/>.
- a brief list of places to eat within five miles of the training facility

As an alternative to providing the above to the Project officer, the contractor may make these items available on a website accessible to the students (in which case the contractor shall provide the Project Officer with the URL for the website).

Since some occupational exposure to radiation may occur during site visits, at the beginning of the course, the contractor shall provide each attendee a copy of NRC Regulatory Guide 8.29, "Instruction Concerning Risks From Occupational Radiation Exposure," and each female attendee with a copy of NRC Regulatory Guide 8.13, "Instruction Concerning Prenatal Radiation Exposure." These may be collected and reused for future classes. The contractor shall obtain signed documentation that these regulatory guides were issued, received, read and understood. In lieu of reading the entire documents, students may sign that they have previously read and understand the contents of the guides. The documentation shall be forwarded to the COR along with the other course materials at the conclusion of the course. The NRC Medical Licensee ToolKit at <http://www.nrc.gov/materials/miau/med-use-toolkit.html> provides access to a wide range of regulatory information of interest to NRC medical use licensees. The Regulatory Guides may be directly downloaded from the following website:

<http://www.nrc.gov/reading-rm/doc-collections/reg-guides/occupational-health/rg/>

The contractor shall provide each student with a copy of 10 CFR Part 35 directly available at:

<http://www.nrc.gov/reading-rm/doc-collections/cfr/part035/full-text.html>

Although students will be advised to bring their own personal radiation monitoring device to the training, the contractor shall furnish an appropriate personnel monitoring device (e.g., pocket dosimeter) for any student who has forgotten their monitoring device, and is required to be monitored under applicable Federal or State regulations. The results of any contractor supplied monitoring devices shall be provided to the COR along with the other materials at the conclusion of the course, or, if not yet available, as soon as the results have been received from the dosimetry processor.

#### Training Aids

The contractor shall provide the following items to be used as training aids during the requested courses:

- a) Two (2) tungsten shields used for handling PET doses
- b) Two (2) dummy iodine-131 therapy doses (in capsule form) along with the typical shielded handling/shipping containers used with these doses
- c) Two (2) tongs or long-handled tools for manipulating bulk nuclear medicine doses

**NOTE:** One of each pair of the training aids listed above shall be delivered to the COR for NRC use as training aids in related NRC courses dealing with the medical use of radioactive materials. The remaining items shall be maintained at the contractor's facilities and used as training aids during the presentation of the courses discussed in this statement of work. All training aids will become the property of the NRC upon contract completion.

#### **COURSE LOGISTICS**

Each course shall be a maximum of 40 hours, Monday through Friday, beginning no earlier than 7:30 AM and ending no later than 6:00 PM, with a maximum of eight on-site hours per day (e.g., 8 AM to 5 PM with one hour for lunch). The course may extend beyond the normal quitting time on one or two days if needed (e.g., delayed return from a field trip to a medical facility), however the total time for the course shall not exceed 40 hours (excluding lunches). For both courses, 4 hours (near the end of the course, but before the final exam) may be set aside for an NRC guest speaker.

At least two presentations of each course will be requested within one year of the date of contract award. There will be four additional option years during which courses may or may not be requested depending on NRC needs. It is anticipated that there will be a minimum of two and a maximum of 20 courses for the entire duration of this contract, base and all option years included.

### **COURSE DATES**

The COR will work with the contractor to select mutually convenient dates for presentation of the courses. Dates for future course presentations will be selected for a three year period by the end of each fiscal year (e.g. by September 30, 2012 tentative course dates will be specified from January 1, 2013 through December 31, 2015).

### **COURSE CONTENT**

The contractor shall ensure that the training materials cover, at a minimum, the topics listed in Attachment 1. The contractor shall also update the training materials to reflect new technologies, procedures, and regulations that are issued. Presentations shall always reflect information that is current to the medical industry. For the Brachytherapy, Gamma Knife and Other Medical Uses of Byproduct Material course, presentations shall include, at a minimum, the technologies listed under "Licensing Guidance for 10 CFR 35.1000 sealed sources and devices" on the Medical Uses Licensee Toolkit page of the NRC website at:

<http://www.nrc.gov/materials/miau/med-use-toolkit.html#other>

If any medical uses of byproduct material are identified under 10 CFR 35.1000 that pertain to diagnostic imaging or localization studies, they shall be added to the Diagnostic and Therapeutic Nuclear Medicine course.

Any new information added to the courses to meet these conditions shall be accomplished no later than thirty (30) days prior to the start of each course.

### **TRAINING METHODS**

In general, the training shall include the following:

- Hands-on activities that will afford students the opportunity to participate individually or in groups to enhance the learning experience; and
- Observations of activities for the purpose of illustrating the procedures performed at a typical medical facility, and for highlighting the safety significance of those activities (e.g., mock demonstrations in class or as part of a tour). Most demonstrations should be performed in the appropriate medical setting, although some may be conducted in the classroom if the medical facility would not contribute to the sense of reality – in general students should participate in demonstrations in the medical facilities whenever possible.

To facilitate the hands-on activities and observations listed above, the contractor shall conduct one or more tours of relevant medical facilities to familiarize the students with the layout, equipment and activities associated with radioactive material usage at a typical hospital/medical center and nuclear pharmacy. Any hands-on activities may be performed during the tour(s) or during separate visits to the medical facility.

Additional training methods may include team activities, problem solving, quizzes or any other method(s) deemed appropriate by the contractor and approved by the NRC COR.

For lectures, all training modules or chapters that are presented shall be preceded by a set of Learning Objectives which will be introduced by the instructor at the beginning of each lecture, and re-iterated at the conclusion. Exam questions shall be directly correlated to these objectives.

The desired outcome for both training courses is for students to acquire a sufficient understanding of the medical uses of licensed radioactive material and devices for the purpose of ensuring that licensees are adequately protecting the health and safety of patients, workers and the public. Further detail is included in the "Desired Outcome" section of this Statement of Work.

The contractor shall conduct all course activities in strict compliance with Title 10 of the *Code of Federal Regulations* (10 CFR) or equivalent Agreement State radiation control regulations. Student radiation doses incurred during any hands-on exercises, demonstration, tours, etc., shall be kept as low as reasonably achievable (ALARA).

## **STUDENTS**

The number of students in a course shall be no more than 18. The COR or his/her designee may attend any course as an observer and is not counted as one of the 18 students.

The students attending the training will be employees of the NRC, Agreement States, NRC Master Materials Licenses, or other Federal agencies; representatives of foreign regulatory agencies; or others as authorized by the COR.

Student background and experience will vary. Some may have prior experience as medical personnel while others may have no medical experience or knowledge.

The contractor may wish to provide students with an initial tour of the relevant locations in a medical facility for the purpose of providing an overall familiarity with the applicable medical uses of NRC-regulated radioactive material and devices, so that students will better comprehend concepts presented during lectures.

## **EXAMINATIONS**

### **EXAM BANK**

The COR has a bank of exam questions. The contractor may revise the existing questions or develop additional questions to add to the exam bank; however, all new questions will be submitted to the COR for review prior to use on an examination. All questions shall be directly traceable to written learning objectives in the student course manual.

Examination bank questions shall be updated by the contractor to reflect changes that have been made to the course materials. The COR shall be provided (e-mail acceptable) with an electronic copy of the current exam bank whenever it is revised.

Once the examination question bank has been reviewed and approved, the contractor may generate final exams without approval of the COR.

### **FINAL EXAMINATION**

At the conclusion of each course, the contractor shall administer a written examination to verify that the students have attained the proper level of understanding of the course material. The examination shall consist of 50 multiple choice questions based on the learning objectives in the student course manual. It is expected that the examination will be comprehensive, with essentially uniform emphasis on the major areas of the course subject matter. The contractor shall typically allow no more than two (2) hours for each examination to be completed by the students. For the *Brachytherapy, Gamma Knife and Other Medical Use of Byproduct Material* course, the contractor shall select 40 questions from the exam bank and 10 questions supplied by the NRC guest lecturer.

The minimum passing score for the final exam is 70%.

Maximum question duplication on each examination shall be 30%, relative to the previous examination. At least 70% of the questions for each examination shall differ from those used on the previous examination (at least 35 out of the 50 shall be replaced).

Examinations shall normally be closed book, unless otherwise instructed by the COR.

The contractor shall prepare, administer, proctor, and grade the examination.

During proctoring of the examination by the contractor, students are permitted to request clarification of questions or potential answers. The contractor shall be sufficiently knowledgeable of the examination contents to be able to provide clarification when appropriate. However, the clarification must not indicate which responses are correct or incorrect.

The contractor shall return the original graded examinations to the COR along with the course report within the time frame specified in the contract. An exam with answer key shall also be provided. As a part of the course report, the contractor shall provide a basic statistical analysis of the exam results (to include at least the following statistics: average grade, median grade, and standard deviation). The contractor shall also indicate if any of the questions were incorrectly answered by more than 50% of the students, and whether the question was defective and should be discarded from the graded exam and revised/removed from the exam bank.

### **EXAM QUESTIONS**

If the contractor creates new questions for the exam bank, the questions shall comply with the following requirements:

- a. Each question shall have 4 distinct responses, with only one of the responses being correct
- b. Questions phrased in the negative (i.e. "Which of the following is not correct") are not acceptable
- c. Questions in which "None of the Above" and "All of the Above" are possible choices, or questions with more than one correct response (e.g. "a and b") are also not acceptable
- d. True/False" questions are not acceptable.
- e. Each question should include as much necessary information as possible about the problem or situation in the stem, leaving only the solution, action or effect for the answer choices
- f. "Distractors" or incorrect answers shall be plausible
- g. Questions should randomly vary the position of the correct choice among "a, b, c and d" to avoid a pattern
- h. Each question shall be separate and independent of all other questions

Some variants of existing questions are permitted provided at least one pertinent condition in the stem (question statement) and at least one incorrect answer is changed. Changing the conditions in the stem such that one of the three incorrect answers in the original question becomes the correct answer would also be considered acceptable.

For each new exam, the contractor is permitted to scramble the choices for multiple choice questions in order to create a new question, but this approach shall not be used for more than 20% of the questions changed (i.e., 7 out of the 35 questions changed).



**RE-EXAMS AND EQUIVALENCY EXAMS**

If a student fails an exam, the contractor shall develop and provide a replacement examination (with answer key) to the COR upon request. Re-examinations shall meet all the same requirements as a course exam. The COR will be responsible for administering and grading the re-examination.

The contractor shall provide an equivalency examination (with answer key) to the COR, upon request, for a student who has been authorized to validate their understanding of the course material without attending the course. The COR will administer and grade the equivalency exam. Equivalency examinations shall meet all the applicable requirements of a course exam.

**POST COURSE ACTIVITIES**

At the conclusion of the course, the contractor shall provide boxes for students to pack their course materials. The contractor shall provide postage and ship the course materials to each individual student's work address.

**MILESTONES**

Within twenty-one (21) days of contract award, a meeting will be held by phone, or at a location that is mutually agreeable to the contractor and the COR. In addition, this meeting may be canceled or delayed if both the contractor and COR agree.

The contractor shall have ninety (90) days to revise course materials, and make arrangements for the first set of courses. At the conclusion of the ninety (90) day period, the contractor shall be ready to present the course on mutually agreed upon dates specified in a delivery order from the COR.

**REPORTS****COURSE REPORTS**

Within thirty (30) days of completion of a course, the contractor shall submit a Course Presentation Report to the COR. The report may be delivered electronically (preferred) or in hardcopy, and shall contain:

- a. A cover letter report discussing course accomplishments, problems, and recommendations for improvement. The recommendations shall consider the student feedback provided both verbally and in any written course evaluation forms. The contractor is not responsible for including feedback from NRC students that submit electronic evaluations using NRC's online training software.
- b. Original Student Information Sheets
- c. Original Course Feedback Forms, and a summary of student evaluations and significant comments.
- d. Documentation sheet signed by each student establishing that Regulatory Guides 8.29 and 8.13 were issued, received, read and understood.
- e. Original graded examinations for each student, and one copy of the exam with answer key. In addition, the contractor shall supply an exam summary that will include each student's name, grade, and employer (i.e., State, NRC Office, or specific Federal Agency with an NRC Master Materials License). The summary shall include the average class grade and standard deviation. The contractor shall also indicate if any of the questions were incorrectly answered by more than 50% of the students and whether the question was defective, whether it should be discarded from the graded exam and whether it should be revised or removed from the exam bank.

- f. Individual dose monitoring records as applicable. If processing of dosimeters takes longer than thirty (30) days, this should be noted in the course report, and the monitoring records shall be submitted within five (5) days of receipt of the results from the processing organization.
- g. One electronic copy of each student and instructors manual. The electronic copy shall include everything present in the printed manuals and shall be in a format compatible with current software used by the NRC COR (e.g., MS Word, MS PowerPoint). Non-NRC reference documents may be in PDF format if necessary.

**FINAL CONTRACT REPORT**

The contractor shall furnish a final report in electronic format by the end date of the contract, or by 30 days following the last course that is delivered under the contract, whichever comes later. One (1) copy shall be sent to the NRC COR and one (1) copy to the NRC Contracting Officer. The report shall contain as a minimum:

- a. A technical summary of the work completed.
- b. Any problems or delays encountered and their solutions.
- c. Recommendations for improvements.

All course materials and visual aids purchased or created by the contractor at the expense of this contract, or obtained from the NRC for use in the presentation of these courses, shall become the property of the NRC at the termination of this contract.

Submission of the final report and transfer of all government furnished materials and all contractor developed materials funded by the government shall be accomplished prior to the contract expiration date or within 30 days following the last course.

**SECTION C - CONTRACT CLAUSES****C.1 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (FEB 2012)**

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

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

(f) **Excusable delays.** The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) **Invoice.**

(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-- Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), 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 Section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), 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 as 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. 3701, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments

(9) The specification.

(t) Central Contractor Registration (CCR).

(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 CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR 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 CCR database to ensure it is current, accurate and complete. Updating information in the CCR 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 FAR 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 CCR database; (B) comply with the requirements of subpart 42.12; and (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 CCR 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 CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR

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 CCR accessed through <https://www.acquisition.gov> or by calling 1-888-227-2423 or 269-961-5757.

## **ADDENDUM TO FAR 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS**

Clauses that are incorporated by reference (by Citation Number, Title, and Date), have the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

The following clauses are incorporated into 52.212-4 as an addendum to this contract:

### **C.2 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (FEB 2012)**

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the Central Contractor Registration database via <https://www.acquisition.gov>.

(b) As required by section 3010 of the Supplemental Appropriations Act, 2010 (Pub. L. 111-212), all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIIS consists of two segments--

(1) The non-public segment, into which Government officials and the Contractor post information, which can only be viewed by--

(i) Government personnel and authorized users performing business on behalf of the Government; or

(ii) The Contractor, when viewing data on itself; and

(2) The publicly-available segment, to which all data in the non-public segment of FAPIS is automatically transferred after a waiting period of 14 calendar days, except for--

(i) Past performance reviews required by subpart 42.15;

(ii) Information that was entered prior to April 15, 2011; or

(iii) Information that is withdrawn during the 14-calendar-day waiting period by the Government official who posted it in accordance with paragraph (c)(1) of this clause.

(c) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(1) If the Contractor asserts in writing within 7 calendar days, to the Government official who posted the information, that some of the information posted to the nonpublic segment of FAPIIS is covered by a disclosure exemption under the Freedom of Information Act, the Government official who posted the information must within 7 calendar days remove the posting from FAPIIS and resolve the issue in accordance with agency Freedom of Information procedures, prior to reposting the releasable information. The contractor must cite 52.209-9 and request removal within 7 calendar days of the posting to FAPIIS.



(2) The Contractor will also have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3) As required by section 3010 of Pub. L. 111-212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.

(d) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

### **C.3 52.216-1 TYPE OF CONTRACT (APR 1984)**

The Government contemplates award of a Firm Fixed Price, Indefinite Quantity contract resulting from this solicitation.

### **C.4 52.216-18 ORDERING (OCT 1995)**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the effective date of the contract through on the last date of the term of this contract.

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

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

### **C.5 52.216-22 INDEFINITE QUANTITY (OCT 1995)**

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after six (6) months after the contract expires.

**C.6 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)**

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

**C.7 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 1 day of contract expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

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

**C.8 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (APR 2012)**

(a) Definitions. As used in this clause-

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts-

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/content/table-small-business-size-standards>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the rerepresentation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in ORCA, or does not have a representation in ORCA for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it [ ] is, [ ] is not a small business concern under NAICS Code 611699 assigned to contract number .

[Contractor to sign and date and insert authorized signer's name and title].

## **C.9 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (JUL 2012)**

(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 (46U.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 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), 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, the Commonwealth of the Northern Mariana Islands, 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 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), 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 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), 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.

### C.10 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):

<https://www.acquisition.gov/far/>

N/A

### C.11 2052.215-70 KEY PERSONNEL (JAN 1993)

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

**Course Instructors:**

**Magda Martir (H-313)**  
**Ann Adams Lawyer (H-313)**  
**Warren Moore (H-313)**  
**Hubert Callahan (H-313)**  
**Glenn Smith (H-304)**  
**Rene Hyder (H-304)**  
**Paul Murphy (H-304)**

**Course Developers:**

**Mark Struthers (H-313)**  
**Pamela West (H-304)**  
**Rene Ryder (H-304)**  
**Glenn Smith (H-304)**

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

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

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

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

### **C.12 2052.215-71 CONTRACTING OFFICER'S REPRESENTATIVE AUTHORITY**

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

Name: **Jeff Griffis**

Address: U.S. Nuclear Regulatory Commission  
Technical Training Center  
Osborne Office Center  
5746 Marlin Road, Suite 200  
Chattanooga, TN 37411-5677

Telephone Number: **423-855-6639**

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

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

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

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

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

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

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

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

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

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

(d) All technical directions must be issued in writing by the COR or must be confirmed by the COR in writing within ten (10) working days after verbal issuance. A copy of the written direction must be furnished to the contracting officer. A copy of NRC Form 445, Request for Approval of Official Foreign Travel, which has received final approval from the NRC must be furnished to the contracting officer.

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

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

(g) Any unauthorized commitment or direction issued by the 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 COR shall:

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

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

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

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

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

### **C.13 PACKAGING AND MARKING (AUG 2011)**

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

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



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

#### C.14 BRANDING (AUG 2011)

The Contractor is required to use the official NRC branding logo or seal on any publications, presentations, products, or materials funded under this contract, to the extent practical, in order to provide NRC recognition for its involvement in and contribution to the project. If the work performed is funded entirely with NRC funds, then the contractor must acknowledge that information in its documentation/presentation.

Access the following websites for branding information and specifications:  
<http://www.internal.nrc.gov/ADM/branding/> and Management Directive and Handbook 3.13 -

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

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

#### C.15 PLACE OF DELIVERY--REPORTS (AUG 2011)

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

- a. Name: Jeff Griffis
- b. Contracting Officer's Representative (COR)
- c. U.S. Nuclear Regulatory Commission
- d. Address:

U.S. Nuclear Regulatory Commission  
 Technical Training Center  
 Osborne Office Center  
 5746 Marlin Road, Suite 200  
 Chattanooga, TN 37411-5677

- e. Electronic copies to:
- f. Rob Robinson, Contract Specialist ([richard.robinsonii@nrc.gov](mailto:richard.robinsonii@nrc.gov))

- g. Name: Monique B. Williams (1 hard copy)
- h. Contracting Officer (CO)
- i. U.S. Nuclear Regulatory Commission
- j. Address:

U.S. Nuclear Regulatory Commission  
 Div. of Contracts  
 Mail Stop: TWB-01-B10M  
 Washington, DC 20555

#### C.16 ORDERING PROCEDURES (AUG 2011)

- (a) The CO is the only individual who can legally obligate funds and commit the NRC.

(b) All task orders and delivery orders shall be prepared in accordance with FAR 16.505.

(c) In accordance with FAR 16.506(b), the following ordering limitations apply:

**Minimum order.** When the Government requires supplies or services covered by this contract in an amount of less than \$3,000.00 [insert dollar figure or quantity], the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

**Maximum order.** The Contractor is not obligated to honor:

- (1) Any order for a single item in excess of the total contract ceiling [insert dollar figure or quantity];
- (2) Any order for a combination of items in excess of the total contract ceiling [insert dollar figure or quantity]; or
- (3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

The Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons.

### **C.17 ELECTRONIC PAYMENT (AUG 2011)**

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

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

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

### **C.18 DENIAL OF FEDERAL BENEFITS TO INDIVIDUALS CONVICTED OF DRUG TRAFFICKING OR POSSESSION (AUG 2011)**

In the event that an award is made to an individual, Section 5301 of the Anti-Drug Abuse Act of 1988 (P.L. 100-690), codified at 21 U.S.C. 862, authorizes denial of Federal benefits such as grants, contracts, purchase orders, financial aid, and business and professional licenses to individuals convicted of drug trafficking or possession.

### **C.19 ANNUAL AND FINAL CONTRACTOR PERFORMANCE EVALUATIONS (AUG 2011)**

Annual and final evaluations of contractor performance under this contract will be prepared in accordance with FAR Subpart 42.15, "Contractor Performance Information," normally at or near the time the contractor is notified of the

NRC's intent to exercise the contract option. If the multi-year contract does not have option years, then an annual evaluation will be prepared (state time for annual evaluation). Final evaluations of contractor performance will be prepared at the expiration of the contract during the contract closeout process.

The Contracting Officer will transmit the NRC COR's (COR) annual and final contractor performance evaluations to the contractor's Project Manager, unless otherwise instructed by the contractor. The contractor will be permitted thirty days to review the document and submit comments, rebutting statements, or additional information.

Where a contractor concurs with, or takes no exception to an annual performance evaluation, the Contracting Officer will consider such evaluation final and releasable for source selection purposes. Disagreements between the parties regarding a performance evaluation will be referred to an individual one level above the Contracting Officer, whose decision will be final.

The Contracting Officer will send a copy of the completed evaluation report, marked "Source Selection Information", to the contractor's Project Manager for their records as soon as practicable after it has been finalized. The completed evaluation report also will be used as a tool to improve communications between the NRC and the contractor and to improve contract performance.

The completed annual performance evaluation will be used to support future award decisions in accordance with FAR 42.1502 and 42.1503. During the period the information is being used to provide source selection information, the completed annual performance evaluation will be released to only two parties - the Federal government personnel performing the source selection evaluation and the contractor under evaluation if the contractor does not have a copy of the report already.

## **C.20 COMPLIANCE WITH U.S. IMMIGRATION LAWS AND REGULATIONS (AUG 2011)**

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

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

## **C.21 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, OOU-Allegation Information or OOU-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.22 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.23 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.24 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.25 EXCLUSIONS FOR POTENTIAL CONFLICTS OF INTEREST (AUG 2011)**

The class(es) of firms listed below have specifically been excluded from performance of this project for reasons of potential organizational conflicts of interest:

N/A

### **C.26 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (AUG 2012)**

(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) 52.222-50, 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 (Sept 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)).
- (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 (AUG 2012) (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).
- (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) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (FEB 2012) (41 U.S.C. 2313).
- (8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (MAY 2012) (section 738 of Division C of Pub. L. 112-74, 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).
- (9) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).
- (10) 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).
- (11) [Reserved]
- (12)(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).
- (13)(i) 52.219-7, Notice of Partial Small 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.
- (14) 52.219-8, Utilization of Small Business Concerns (JAN 2011) (15 U.S.C. 637(d)(2) and (3)).
- (15)(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.

- (16) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).
- (17) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).
- (18) 52.219-16, Liquidated Damages--Subcontracting Plan\* (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- (19)(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.
- (20) 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).
- (21) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).
- (23) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2012) (15 U.S.C. 632(a)(2)).
- (24) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (APR 2012) (15 U.S.C. 637(m)).
- (25) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (APR 2012) (15 U.S.C. 637(m)).
- (26) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- (27) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (MAR 2012) (E.O. 13126).
- (28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- (29) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- (30) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).
- (31) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).
- (32) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).
- (33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- (34) 52.222-54, Employment Eligibility Verification (JUL 2012). (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.)
- (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) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).
- (37)(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.
- (38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)
- (39) 52.225-1, Buy American Act--Supplies (FEB 2009) (41 U.S.C. 10a-10d).
- (40)(i) 52.225-3, Buy American Act--Free Trade Agreements-- Israeli Trade Act (MAY 2012) (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, and 112-42).
- (ii) Alternate I (MAR 2012) of 52.225-3.
- (iii) Alternate II (MAR 2012) of 52.225-3.
- (iv) Alternate III (MAR 2012) of 52.225-3.
- (41) 52.225-5, Trade Agreements (MAY 2012) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- (42) 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).
- (43) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- (44) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- (45) 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)).
- (46) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- (47) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).
- (48) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).
- (49) 52.232-36, Payment by Third Party (FEB 2010) (31 U.S.C. 3332).
- (50) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- (51)(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:



[] (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.).

Employee Class

Monetary Wage-Fringe Benefits

[] (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 Contract Act--Price Adjustment (Sep 2009) (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 (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.

(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) [Reserved]

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

(v) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (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, Employee Eligibility Verification (JUL 2012)

(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.

**SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS****D.1 ATTACHMENT 1: MINIMUM REQUIRED COURSE TOPICS/ACTIVITIES****Diagnostic & Therapeutic Nuclear Medicine Course(H-304)**

Introduction

Radiopharmacy

- Overview
- Radiopharmaceutical Production (including PET isotopes and generator elution)
- Radiopharmaceutical Characteristics

Equipment

- Counting Equipment
- Bioassay Equipment
- Specialized Equipment at a Radiopharmacy
- Imaging Devices (include sealed sources used with this equipment)
- Radiation Safety

Nuclear Medicine Facilities (including PET shielding design)

Radiobiology

Typical Diagnostic Patient Procedures (including when a written directive is needed and what information is included)

Typical Therapeutic Patient Procedures (including a review of written directives)

Update: New Procedures (including specific information on the use of alpha emitting radiopharmaceuticals for targeted therapy and other new diagnostic or therapeutic procedures currently being licensed or in late clinical trials)

PET Imaging

Radiation Protection &amp; Safety (including a discussion on Rb-82/Sr-82 generator breakthrough requirements and procedures)

Patient Release Criteria: 10 CFR 35.75 and associated guidance

Review

Final Examination

**Interspersed during the 5 days would be:**

Medical Facility and Radiopharmacy Site Visits (to include a PET cyclotron)

Hands-On Activities (such as, but not limited to):

- QC of well counters & gamma cameras
- Dose Calculations & Dispensing
- QC of dose Calibrator
- Surveys, Wipes, Receipt of RAM
- Leak testing of sealed sources
- Generator elution (using Tc-99m/Mo-99 generator or Rb-82/Sr-82 generator)
- Radiopharmaceutical kit preparation

Observation of Routine Activities

Discussion of diagnostic and therapeutic procedures included under 10 CFR 35, Subpart K (if any are currently being licensed)

NRC Guest Lecturer (optional – will be provided by NRC)

**Brachytherapy, Gamma Knife and Other Medical Uses  
of Byproduct Material Course (H-313)**

Introduction

Overview of Radiation Therapy

Principles of Radiobiology in Radiation Therapy

Clinical radiation Safety and ALARA in Therapy

Overview of Facility Design, Shielding and Source Security

Overview of QC Concepts

Regulatory Requirements, including Written Directives, Physical Presence Requirements, Patient Intervention

Treatment Deviations

Brachytherapy Overview

- Principles of Brachytherapy
- Radiation Safety Concerns
- Patient Release Criteria: 10 CFR 35.75 and associated guidance
- Dosimetry Concepts, source calibration, patient dosimetry calculations
- Verifying that each administration is in accordance with the written directive (10CFR35.41)

Manual Brachytherapy with examples of treatment types and applicators:

- Various approaches to permanent prostate implants (pre-planning and imaging, real-time intraoperative imaging and planning, and dosimetry calculations both pre- and post-implant [including dose-volume histograms, and parameters for the evaluation of prostate implants such as "D90" and "V100"]. Any other post-implant dose verification techniques for prostate implant Brachytherapy should also be included.)
- Gynecological implants
- External strontium-90 ophthalmic brachytherapy
- Internal strontium-90 ophthalmic brachytherapy

Remote Afterloader Brachytherapy: LDR and HDR with examples of treatment types and applicators for:

- Gynecological implants
- Prostate HDR
- MammoSite Radiation Therapy System
- HDR facility and shielding design

Stereotactic Radiosurgery/Gamma Knife including:

- treatment approaches
- facility design (including shielding)
- source installation and changes
- dosimetry concepts, patient dosimetry calculations
- new generation of gamma knife (Elekta Perfexion)

Other/Emerging Technologies (Emerging technologies may be discussed along with the appropriate manual brachytherapy, ophthalmic Sr-90 applicator, HDR, or gamma knife presentations, as long as they are identified as being licensed under Subpart K, and the differences that require their inclusion under Subpart K are addressed).

These technologies should include, but are not limited to:

- TheraSphere and SirSpheres Yttrium-90 microspheres
- Leksell Gamma Knife Perfexion
- NeoVista Epi-Rad90 (Sr-90) Ophthalmic System
- Iodine-125 and Palladium-103 Low Dose Brachytherapy Seeds Used for Localization of non-palpable Lesions

- Iodine-125 Liquid Brachytherapy Source in the GliaSite Radiation Therapy system (the time spent discussing this system should be minimized since these units are still possessed by licensees, but are rarely used)
- Best Vascular Inc. Beta-Cath Intravascular Brachytherapy (IVB) System (the time spent discussing this system should be minimized since these units are still possessed by licensees, but are rarely used)
- Any other technologies for which 35.1000 guidance has been posted on the NRC website

**Interspersed during the 5 days would be:**

Demonstration of Applicators and treatment delivery systems for Manual Brachytherapy, Gamma Knife, HDR, and Microspheres

Medical Facility Site Visits including:

- HDR demonstration (including spot check and full calibration) and Case Study
- Gamma Knife demonstration (including daily/monthly spot checks) and Case Study

Hands-On Activities (such as but not limited to):

- Loading applicators with dummy sources (Mick cartridges or pre-loaded needles)
- Iodine-125 brachytherapy seed hunt using survey instruments
- Connecting catheters to HDR

Observation of Routine Activities as available

NRC Guest Lecturer (NRC will provide)

Review

Final Examination

## **D.2 ATTACHMENT 2: DEFINITIONS**

**Agency** - another name for the US Nuclear Regulatory Commission

**Agreement State (AS)** - a State that has entered into an agreement with the NRC in which NRC relinquishes certain regulatory activities spelled out in the agreement that were previously performed by the NRC (sometimes called simply "State").

**Code of Federal Regulations** - The Code of Federal Regulations (CFR) is a codification of the general and permanent rules published in the Federal Register by the Executive departments and agencies of the Federal Government. The CFR is divided into 50 titles which represent broad areas subject to Federal regulation. Each title is divided into chapters which usually bear the name of the issuing agency. Each chapter is further subdivided into parts covering specific regulatory areas.

**Contracting Officer's Representative (COR)** - the NRC contract administrator's authorized representative.

**Dummy source/device** - a realistic imitation (both in appearance and size) of an actual radioactive source or device used in medical procedures, and properly identified as such.

**Federal Lodging Rate** - the current amount allotted by the federal government for hotel reimbursement for federal employees and contractors. The amount for each geographic locality is available on-line at [www.gsa.gov](http://www.gsa.gov).

The amount listed covers the basic hotel room charge excluding any taxes or surcharges, which are reimbursed separately.

**Fiscal Year** - the government financial year beginning October 1, and ending September 30.

**Guest Speaker** - A speaker invited by the NRC Project Officer to participate in the training. Guest Speakers may be NRC employees, employees of other federal or state government agencies or any other individual whom the Project Officer considers to have expertise in the relevant material.

**Hands-on Activities** - students are given the opportunity to perform relevant activities normally performed by medical staff (e.g., draw a dose from a vial into a syringe, use a dose calibrator, perform a contamination survey, etc.) provided no patients are involved and the risks to the students and staff can be minimized (e.g., realistic "dummy" sources may be substituted as appropriate or minuscule quantities of radioactive material, such as sources distributed under the exempt distribution provisions of the regulations or small quantities of naturally occurring radioactive materials, may be used in place of the amounts typically handled).

**Instructor's Manual** - the text used by the instructor during the course. The instructor's manuals shall contain the student manual plus sufficient detailed notations such that a qualified individual who has not previously conducted the course could be expected to present the material in an organized and effective manner.

**Observation** - permitting the students to witness relevant activities conducted by medical staff using actual patients if available and appropriate. Alternatively, students may observe demonstrations using training or hospital personnel to simulate actual patient procedures (no demonstrations shall be performed which could be harmful to the participants) No radioactive material or radiation shall be administered during demonstrations unless students are permitted to observe an actual patient procedure.

**Student Manual** - the text used by the students during the course. At a minimum, the Student Manual will consist of any presentation and lecture materials delivered during the course (e.g., PowerPoint presentation slides etc). As appropriate, it should also include any amplifying text and problems and solutions that are provide to the students.

**Tour** - an escorted walk-through of the relevant locations in a medical facility with sufficient description to ensure that the students understand the activities conducted in each location, the functions of the hospital staff that work in that area, and the purpose of the equipment used in each location.

### D.3 BILLING INSTRUCTIONS FOR FIXED PRICE TYPE CONTRACTS (JULY 2011)

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

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

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

**Electronic Invoice/Voucher Submissions:** The preferred method of submitting invoices/vouchers is electronically to the U.S. Department of the Interior's National Business Center, via email to: [NRCPayments\\_NBCDenver@NBC.gov](mailto:NRCPayments_NBCDenver@NBC.gov).

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

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

**Purchase of Capital Property:** (\$50,000 or more with life of one year or longer)

Contractors must report to the Contracting Officer, electronically, any capital property acquired with contract funds having an initial cost of \$50,000 or more, in accordance with procedures set forth in NRC Management Directive (MD) 13.1, IV, C – "Reporting Requirements" (revised 2/16/2011).

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

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

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

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

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

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

**Supersession:** These instructions supersede previous Billing Instructions for Fixed-Price Type Contracts (June 2008).

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

**1. Official Agency Billing Office**

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

**2. Invoice/Voucher Information**

a. **Payee's DUNS Number or DUNS+4.** The Payee shall include the Payee's Data Universal Number (DUNS) or DUNS+4 number that identifies the Payee's name and address. The DUNS+4 number is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the Payee to identify alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.

- b. Payee's Name and Address. Show the name of the Payee as it appears in the contract and its correct address. Where the Payee is authorized to assign the proceeds of this contract in accordance with the clause at FAR 52.232-23, the Payee shall require as a condition of any such assignment, that the assignee shall register separately in the Central Contractor Registration (CCR) database at <http://www.ccr.gov> and shall be paid by EFT in accordance with the terms of this contract. See Federal Acquisition Regulation 52.232-33(g) Payment by Electronic Funds Transfer - Central Contractor Registration (October 2003).
- c. Contract Number. Insert the NRC contract number (including Enterprise-wide Contract (EWC)), GSA Federal Supply Schedule (FSS), Governmentwide Agency Contract (GWAC) number, or Multiple Agency Contract (MAC) number, as applicable.
- d. Task Order Number. Insert the task/delivery order number (If Applicable). **Do not include more than one task order per invoice or the invoice may be rejected as improper.**
- e. Invoice/Voucher. The appropriate sequential number of the invoice/voucher, beginning with 001 should be designated. Contractors may also include an individual internal accounting number, if desired, in addition to the 3-digit sequential number.
- f. Date of Invoice/Voucher. Insert the date the invoice/voucher is prepared.
- g. Billing Period. Insert the beginning and ending dates (day, month, year) of the period during which deliverables were completed and for which payment is requested.
- h. Description of Deliverables. Provide a brief description of supplies or services, quantity, unit price, and total price.
- i. Work Completed. Provide a general summary description of the services performed or products submitted for the invoice period and specify the section or Contract Line Item Number (CLIN) or SubCLIN in the contract pertaining to the specified contract deliverable(s).
- j. Shipping. Insert weight and zone of shipment, if shipped by parcel post.
- k. Charges for freight or express shipments. Attach prepaid bill if shipped by freight or express.
- l. Instructions. Include instructions to consignee to notify the Contracting Officer of receipt of shipment.
- m. For Indefinite Delivery contracts, the final invoice/voucher shall be marked "FINAL INVOICE" or "FINAL VOUCHER".
- n. Total Amount Billed. Insert columns for total amounts for the current and cumulative periods.
- o. Adjustments. Insert columns for any adjustments, including outstanding suspensions for deficient or defective products or nonconforming services, for the current and cumulative periods.
- p. Grand Totals.