

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i>				1. REQUISITION NUMBER OCHCO-18-0004		PAGE OF 1 45		
2. CONTRACT NO. 31310018C0005		3. AWARD/ EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER 31310018Q0025		6. SOLICITATION ISSUE DATE 02/01/2018	
7. FOR SOLICITATION INFORMATION CALL		a. NAME JEFFREY MITCHELL			b. TELEPHONE NUMBER (No collect calls) 301-415-5074		8. OFFER DUE DATE/LOCAL TIME ET	
9. ISSUED BY US NRC - HQ ACQUISITION MANAGEMENT DIVISION MAIL STOP TWFN-8E06M WASHINGTON DC 20555-0001				CODE NRCHQ	10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: % FOR: <input type="checkbox"/> SMALL BUSINESS WOMEN-OWNED SMALL BUSINESS <input checked="" type="checkbox"/> (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED <input type="checkbox"/> HUBZONE SMALL BUSINESS SMALL BUSINESS PROGRAM NAICS: 611699 <input type="checkbox"/> EDWOSB <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) SIZE STANDARD: \$11.0			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS 30		<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING		
15. DELIVER TO NUCLEAR REGULATORY COMMISSION NUCLEAR REGULATORY COMMISSION WASHINGTON DC 20555-0001				CODE NRCHQ	16. ADMINISTERED BY US NRC - HQ ACQUISITION MANAGEMENT DIVISION MAIL STOP TWFN-8E06M WASHINGTON DC 20555-0001			
17a. CONTRACTOR/OFFEROR ADVANCED HEALTH EDUCATION CENTER 8502 TYBOR ST HOUSTON TX 770743012		CODE 859145708	FACILITY CODE	18a. PAYMENT WILL BE MADE BY FISCAL ACCOUNTING PROGRAM ADMIN TRAINING GROUP AVERY STREET A3-G BUREAU OF THE FISCAL SERVICE PO BOX 1328 PARKERSBURG WV 26106-1328				CODE NRCPAYMENTS
TELEPHONE NO.				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM				
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER								
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES				21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	The contractor shall provide the U.S. Nuclear Regulatory Commission with Medical Technology Training as described in the Statement of Work and Terms and Conditions attached to this Contract. The period of performance for this contract is five (5) years, inclusive off 1-year Base Period with two 2-year Optional Periods. Total Obligated Amount: \$80,000.00 <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>							
25. ACCOUNTING AND APPROPRIATION DATA See schedule						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$924,811.00		
<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 type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED.								
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.					<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 				
30b. NAME AND TITLE OF SIGNER (Type or print)			30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (Type or print)		31c. DATE SIGNED		
JEFFREY R. MITCHELL				JEFFREY R. MITCHELL		04/02/2018		

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Exercised Contract Ceiling: \$139,595.00 Period of Performance: April 1, 2018 - March 31, 2019 Delivery: 03/31/2019 Accounting Info: 2018-X0200-FEEBASED-84-84D003-1202-34-N-157-251F-3 4-N-157-1202 Period of Performance: 04/01/2018 to 03/31/2019				
00001	Medical Technology Training Base Year Total Obligated Amount: \$139,595.00 Incrementally Funded Amount: \$80,000.00				139,595.00
10001	Medical Technology Training Option Period One Amount: \$423,482.00 (Option Line Item) Anticipated Exercise Date 300 Days After Award Total Obligated Amount: \$0.00				0.00
20001	Medical Technology Training Option Period Two Amount: \$361,734.00 (Option Line Item) Anticipated Exercise Date 300 Days After Award Total Obligated Amount: \$0.00 The obligated amount of award: \$80,000.00. The total for this award is shown in box 26.				0.00

32a. QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (<i>Print</i>)	
41b. SIGNATURE AND TITLE OF CERTIFY NG OFFICER	41c. DATE	42b. RECEIVED AT (<i>Location</i>)
		42c. DATE REC'D (YY/MM/DD)

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SECTION A - Solicitation/Contract Form

A.1 Standard Form 1449

SECTION B - Supplies or Services/Prices

B.1 Clauses

B.2 CONSIDERATION AND OBLIGATION-DELIVERY ORDERS

(a) The ceiling of this order for the services is **\$139,595.00**.

(b) This order is subject to the minimum and maximum ordering requirements set forth in the contract.

(c) The amount presently obligated with respect to this order is **\$80,000.00**. The obligated amount shall, at no time, exceed the order ceiling as specified in paragraph (a) above. When and if the amount(s) paid and payable to the Contractor hereunder shall equal the obligated amount, the Contractor shall not be obligated to continue performance of the work unless and until the Contracting Officer shall increase the amount obligated with respect to this order, in accordance with FAR Part 43 - Contract Modifications. Any work undertaken by the Contractor in excess of the obligated amount specified above is done so at the Contractor's sole risk and may not be reimbursed by the Government.

(d) The Contractor shall comply with the provisions of FAR 52.232-22 - Limitation of Funds, for incrementally-funded delivery orders or task orders.

(End of clause)

B.3 BRIEF DESCRIPTION OF WORK ALTERNATE I

(a) The title of this project is: Medical Technology Training

(b) Summary work description: The objective of this contract is to obtain continued contractor support in providing medical technology training to NRC staff and Agreement State inspectors. The training shall be focused on medical uses of byproduct material that are licensed by the NRC and Agreement State regulatory programs, including nuclear medicine procedures, manual brachytherapy, remote after loader brachytherapy (HDR), gamma stereotactic radiosurgery, and other emergent medical treatments that involve byproduct material.

(c) Orders will be issued for work in accordance with FAR 52.216-18 – Ordering.

(End of Clause)

B.4 PRICE / COST SCHEDULE

BASE YEAR: APRIL 1, 2018 THROUGH MARCH 31, 2019

CLIN NUMBER	DESCRIPTION OF SERVICES	UNIT PRICE	EST. QTY	TOTAL ESTIMATED PRICE
0001	Task 1 – Attend Contract Kickoff Meeting	\$431.00	1 Meeting	\$431.00
0002	Task 2 – Updated the Existing Training Course Materials	\$2,310.00	1 Each	\$2,310.00

0003	Task 3 – Delivery of Course H-304 entitled “Diagnostic and Therapeutic Nuclear Medicine” Training Course	\$32,545.00	2 Each	\$65,090.00
0004	Task 4 – Delivery of Course H-313 entitled “Brachytherapy, Gamma Knife and Other Medical Uses of Byproduct Material” Training Course	\$34,042.00	2 Each	\$68,084.00
0005	Task 5 – Course Presentation Reports	\$920.00	4 Each	\$3,680.00
Total Estimated Cost [Base Year]				\$139,595.00

OPTION PERIOD 1: APRIL 1, 2019 THROUGH MARCH 31, 2021

CLIN NUMBER	DESCRIPTION OF SERVICES	UNIT PRICE	EST. QTY	TOTAL ESTIMATED PRICE
1001	Task 2 – Updated the Existing Training Course Materials	\$2,356.00	2 Each	\$4,712.00
1002	Task 3 – Delivery of Course H-304 entitled “Diagnostic and Therapeutic Nuclear Medicine” Training Course	\$33,196.00	6 Each	\$199,176.00
1003	Task 4 – Delivery of Course H-313 entitled “Brachytherapy, Gamma Knife and Other Medical Uses of Byproduct Material” Training Course	\$34,723.00	6 Each	\$208,338.00
1004	Task 5 – Course Presentation Reports	\$938.00	12 Each	\$11,256.00
Total Estimated Cost [Option Period 1]				\$423,482.00

OPTION PERIOD 2: APRIL 1, 2021 THROUGH MARCH 31, 2023

CLIN NUMBER	DESCRIPTION OF SERVICES	UNIT PRICE	EST. QTY	TOTAL ESTIMATED PRICE
2001	Task 2 – Updated the Existing Training Course Materials	\$2,403.00	2 Each	\$4,806.00
2002	Task 3 – Delivery of Course H-304 entitled “Diagnostic and Therapeutic Nuclear Medicine” Training Course	\$33,860.00	5 Each	\$169,300.00
2003	Task 4 – Delivery of Course H-313 entitled “Brachytherapy, Gamma Knife and Other Medical Uses of Byproduct Material” Training Course	\$35,417.00	5 Each	\$177,085.00
2004	Task 5 – Course Presentation Reports	\$957.00	10 Each	\$9,570.00
2005	Task 6 – Final Report	\$973.00	1 Each	\$973.00
Total Estimated Cost [Option Period 2]				\$361,734.00

Total Estimated Cost [Base and All Options]				\$924,811.00
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SECTION C - Description/Specifications

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 Title of Project

This is a non-personal services contract/order to provide Medical Technology Training.

C.2 Background

The Nuclear Regulatory Commission (NRC) inspects facilities of power reactor, non-power reactor, fuel cycle, and byproduct material licensees to determine whether these facilities are operating in accordance with regulations and license conditions, and to identify situations which might adversely affect the health and safety of the public.

In support of this mission and the NRC's responsibilities promulgated in the Atomic Energy Act, the NRC's Office of the Chief Human Capital Officer (OCHCO) provides training for NRC staff and Agreement State personnel to technically qualify inspectors and to keep staff informed of the regulatory and technological changes concerning the various licensed activities that they inspect.

C.3 Objective

The objective of this contract is to obtain continued contractor support to OCHCO in providing medical technology training to NRC staff and Agreement State inspectors. The training shall be focused on medical uses of byproduct material that are licensed by the NRC and Agreement State regulatory programs, including nuclear medicine procedures, manual brachytherapy, remote after loader brachytherapy (HDR), gamma stereotactic radiosurgery, and other emergent medical treatments that involve byproduct material. To adequately address these topics, two separate courses shall be presented under this contract:

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

The desired outcome of the training is for students to acquire a sufficient understanding of the medical use of byproduct material as necessary to ensure that licensees possess and use the material in a safe manner to protect the health and safety of occupationally exposed workers and members of the public. This training shall enable inspectors to become qualified in conducting inspections of medical facilities that use licensed material.

Successful accomplishment of the desired outcome shall be determined by evaluating the results of a written final examination administered to students, and the written feedback provided by the students on course evaluation forms.

C.4 Scope of Work/Tasks

The Contractor shall provide all resources (personnel, equipment, and material) necessary to accomplish the tasks and deliverables described in this Statement of Work (SOW).

Specifically, the Contractor shall complete the following tasks:

- 1) Attend a Contract Kick-off Meeting
- 2) Update existing training course materials for the two NRC courses: "Diagnostic and Therapeutic Nuclear Medicine (H-304)" and "Brachytherapy, Gamma Knife and Other Medical Uses of Byproduct Material (H-313)."
- 3) Present a "Diagnostic and Therapeutic Nuclear Medicine" training course to NRC staff and Agreement State inspectors, up to three times per year. The training shall include approximately three and one-half days of classroom lectures, and one day of tours/hands-on activities at medical facilities where radiopharmaceuticals are produced, handled, and administered to patients. The contractor shall provide access to and round-trip transportation for students from the classroom site to the medical facilities that are toured.
- 4) Present a "Brachytherapy, Gamma Knife and Other Medical Uses of Byproduct Material" training course to NRC staff and Agreement State inspectors, up to three times per year. The training shall include approximately three and one-half days of classroom lectures, and one day of tours/hands-on activities at medical facilities that perform patient treatments using gamma stereotactic radiosurgery systems, HDR units, and other brachytherapy modalities. The contractor shall provide access to and round-trip transportation for students from the classroom site to the medical facilities that are toured.
- 5) Provide a Course Presentation Report to the NRC Contracting Officer's Representative (COR) after each offering of the courses listed above.
- 6) Provide a Final Report to the NRC COR 30 days prior to the contract expiration date.

Detailed requirements for each of these tasks are included below.

Task 1 – Attend Contract Kickoff Meeting

A contract kickoff meeting will be held with the NRC COR and contractor personnel within 30 calendar days of contract award. The meeting shall be accomplished via phone. The meeting duration will be a minimum of 1 hour and a maximum of 4 hours. At a minimum, the proposed Project Manager shall participate in the kickoff meeting, but the contractor may include other instructional staff or senior management as they see fit. The purpose of the meeting shall be to discuss the course materials, coordinate dates for future courses, and answer any questions as necessary to prepare for the first course offerings.

Task 2 – Update the Existing Training Course Materials

The existing training materials for the “Diagnostic and Therapeutic Nuclear Medicine (H-304)” and “Brachytherapy, Gamma Knife and Other Medical Uses of Byproduct Material (H-313)” courses will be provided to the contractor by the NRC COR upon award. The Contractor shall update the existing training materials (including the course outline, student manual, presentation slides, and exam bank) to include information on any new medical uses of radioactive material. At a minimum, the contractor shall revise the training materials to ensure that they address the required topics listed in Attachment 1, as well as any technologies listed in the “Emerging Technologies and 10 CFR35.1000 Table” published on the NRC website at <http://www.nrc.gov/materials/miau/med-use-toolkit.html>.

Upon updating the existing course materials, the contractor shall submit the draft materials to the NRC COR for review and comment.

After receiving NRC COR comments on the draft training materials, the Contractor shall make final revisions to the training materials and submit the final materials electronically to the NRC COR within 30 days.

All of the materials developed for and used during the training shall be non-proprietary and shall become the property of the NRC upon contract expiration. If necessary for the conduct of the course, the contractor may propose the use of some proprietary materials, but prior approval from the COR shall be obtained before any such material is used. Any proprietary materials that may be presented during the course shall not be included in the printed materials that are provided to students.

Student Manuals

The final Student manuals shall include copies of all presentation slides, exercises, exam review materials, and other visual aids that are used to instruct students during the presentation of the courses.

Examination Question Banks (EQBs)

The NRC COR will provide the contractor with the existing EQBs for both the H-304 and H-313 courses. 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. Each EQB shall consist of a minimum of 70 different questions and all questions shall be directly traceable to the material covered in the student manuals. More than 50 % of the questions in the bank shall be in the form of multiple choice questions with four (4) possible responses, of which only one is correct. Responses such as “a or b,” “a and b,” “none of the above,” or “all of the above” shall not be used. In addition, no questions shall be phrased requiring a negative response (e.g., “which of the following is not correct?”). The use of questions in the form of true/false or short answer shall make up less than 10% of the questions on any exam. Once the final EQBs have been reviewed and approved by the COR, the contractor may generate course exams without additional approval of the COR.

Task 3 – Present the “Diagnostic and Therapeutic Nuclear Medicine” (H-304) Training Course

The contractor shall present a four and one-half day instructor-led “Diagnostic and Therapeutic Nuclear Medicine” training course. 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. At a minimum, the training should address the topics listed in Attachment 1. It is expected that two offerings of this course will be ordered each year, with the possibility that up to three courses may be ordered in any year. Each individual course will have a maximum registration of 18 students. The COR or his/her designee may attend any course as an observer and is not counted as one of the 18 students.

Task 4 – Present the “Brachytherapy, Gamma Knife and Other Medical Uses of Byproduct Material” (H-313) Training Course

The contractor shall present a four and one-half day instructor-led “Brachytherapy, Gamma Knife and Other Medical Uses of Byproduct Material” training course. 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. At a minimum, the training should address the topics listed in Attachment 1. It is expected that two offerings of this course will be ordered each year, with the possibility that up to three courses may be ordered in any year. Each individual course will have a maximum registration of 18 students. The COR or his/her designee may attend any course as an observer and is not counted as one of the 18 students.

Additional Requirements for Both Task 3 and Task 4

Course Content and Schedule

The training courses described in Task 3 and Task 4 shall be delivered on-site at the contractor’s training facility. For each course, the contractor shall provide the classroom space, audiovisual equipment, and sufficient amenities for a class of 18 students. For more details, see the section on “Required Materials, Facilities, and Hardware/Software” below.

In general, the training shall include a combination of lectures, hands-on activities, and observations of technologies and facilities that use licensed material for medical purposes. For lectures, all training modules 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. Exam questions shall be directly correlated to these objectives. 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 Project Officer.

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 a nuclear pharmacy (see Attachment 1 for required facilities).

The medical facilities shall have all of the state of the art medical equipment required for the training. The contractor shall provide knowledgeable personnel who are able to explain activities and answer questions during site visits. All tours and activities should be scheduled within routine class hours and the contractor shall provide the round-trip transportation for students from the classroom site to the medical facilities.

Students shall be closely supervised at all times during tours and shall not be permitted to perform any activities which could result in a hazardous situation. All activities involving licensed radioactive material shall be conducted in compliance with 10 CFR Part 20.

Each eight-hour course day shall begin no earlier than 7:30 a.m. and end no later than 5:30 p.m., with the exception of days in which students are transported to medical facilities for tours and hands-on activities. In addition, the last day of the course shall end no later than noon, inclusive of the time for the course examination. Breaks of approximately ten (10) minutes shall be provided on approximately hourly intervals, and in no case, at intervals of more than 120 minutes of instruction, at the discretion of the course instructor. Lunch breaks shall be approximately one hour in duration.

Training Materials Provided to Students

For each course, the Contractor shall provide every student with the following:

- 1) a student manual containing the class presentations, handouts, and exercises
- 2) a copy of relevant industry standards and NRC Regulatory Guides, Generic Communications, and policy documents relevant to the subject matter
- 3) other materials used during the course presentation that are not already provided in the student manual. The use of handouts shall be kept to a minimum and shall represent material that could not be incorporated in the student manual prior to the start of the course.
- 4) a copy of 10 CFR Part 35 (available on the NRC public website)

The Contractor shall provide both a printed copy and an electronic copy (DVD) of the student manual to each student. All other materials (items 2 – 4 above) can be provided either in printed or electronic format. At the end of the course, the Contractor may collect any or all printed documents listed in items 2 – 4 above for reuse in future courses.

At the conclusion of each offering of the course, the contractor shall correct errors to training materials identified during that offering, and shall update training materials as necessary to keep materials in line with current industry and regulatory standards. Revisions to training materials between course offerings are expected to be minimal, and any expected costs associated with these updates shall be included in the presentation cost for each course. Minor corrections to course materials, such as grammatical corrections or changes to the order of presentations, do not require the review of the COR. However, changes to or omissions of technical content in the course materials shall require prior review and approval by the COR.

Course Examinations

The Contractor shall prepare, administer, and grade a course examination for each course. The exam shall be given on the last day of the course, and the passing criterion is a grade of at least 70%. The course examination shall consist of fifty (50) questions taken from the approved EQB. Examinations for courses after the first course (or reexaminations) shall not repeat more than 50% of the questions used on the previous course examination.

In the event that a student fails a course exam, the Contractor shall generate a different test for re-examination and provide it to the NRC COR. For all re-examinations, a copy of the re-examination and its answer key shall be submitted to the NRC COR with the Course Presentation Report (see Task 4). The COR will coordinate administering the re-examination, grading the exam, and informing the student of the outcome.

Course Evaluation

At the conclusion of each course, the Contractor shall provide each non-NRC student a written course evaluation to complete (NRC Form 840). The completed course evaluations shall be collected with the final exams. The Contractor shall advise NRC students to give feedback using the NRC's online "iLearn" interface.

Guest Speakers

The NRC reserves the right to supplement course presentations with NRC experts if deemed necessary. These experts would be used to further amplify certain topics, and/or answer questions that may arise regarding NRC policy or procedures. Specific times for participation of these guest speakers shall be coordinated between the Contractor and the NRC COR.

Task 5 – Course Presentation Reports

After each course is completed, the Contractor shall submit, electronically, a course presentation report to the COR within 30 calendar days of the course presentation date. The report shall contain, at a minimum:

- 1) A cover letter summarizing accomplishments, problems, and recommendations for improvement. The recommendations shall consider information included in the student course evaluations.
- 2) a list of student names, along with the agency or Agreement State that employs them, and their final exam grades.
- 3) answer sheets, along with any review that was performed on the exams, and justification for any adjustments to exam grades, (e.g., removal of a question missed by the majority of the class).
- 4) If any student failed the exam for the course, a re-examination must be provided, along with an answer key.
- 5) Original student information sheets (for all students).
- 6) Original course evaluation forms (for non-NRC students).
- 7) A copy of the student manual and the original examination with answer key.

Task 6 – Final Report

The contractor shall provide a final report summarizing the work performed and the results and conclusions under this contract. The report shall include the total number of classes delivered during the contract, total number of students trained, a list of major accomplishments, issues that arose and their resolution, and suggestions to improve course materials for the Irradiator Technology Training. This report shall be submitted 30 days prior to the expiration date of the contract.

C.6 List of Deliverables

Task Number	Task/Deliverable	Due Date	Format	Submit to
1	Attend Contract Kick-Off Meeting.	Within 30 days after contract award	N/A	N/A
2	Update existing H-304 and H-313 training materials (i.e., schedules, exercises, presentation materials, student manuals, and exam question banks). Finalize Training Materials (addressing all comments from NRC COR)	No Later Than (NLT) 60 days after contract award NLT 30 days after receipt of NRC COR comments on the Updated Training Materials	Word/ PowerPoint/ PDF Word/ PowerPoint/ PDF	NRC COR NRC COR
3	Present “Diagnostic and Therapeutic Nuclear Medicine” (H-304) Training Course	To be determined by mutual agreement of NRC COR and Contractor	In-class Instruction	NRC and Agreement State Students
4	Present “Brachytherapy, Gamma Knife and Other Medical Uses of Byproduct Material” (H-313) Training Course	To be determined by mutual agreement of NRC COR and Contractor	In-class Instruction	NRC and Agreement State Students
5	Course Presentation Report	Within 30 days of course presentation date	Word/PDF Document	NRC COR
6	Final Report	30 days prior to contract expiration	Word/PDF Document	NRC COR

C.7 Required Materials, Facilities, and Hardware/Software

The contractor shall provide all necessary instructional materials including student manuals, exercises, handouts, exams, and audio visual media for the conduct of the courses. 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 each student with a copy of 10 CFR Part 35 directly available at:

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

The contractor shall provide classroom facilities capable of comfortably accommodating at least 18 students. 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, whiteboards, computer, video projector, projection screen, and speakers. 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 used for the tours 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 facilities on 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 (an hour or less) to avoid excessive travel.

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

Prior to the first course offering, the contractor shall also provide to the NRC COR: the physical address of the training facility, directions from the airport to the training facility, a list of hotels with room rates at or below the federal government area lodging rate, and a list of places to eat within five miles of the training facility. As an alternative to providing the above, the contractor may make these items available on a website accessible to the students (in which case the contractor shall provide the NRC COR with the URL for the website).

The contractor shall provide access to and round-trip transportation for students from the classroom site to the medical facilities that are toured. In addition, the contractor shall conduct all tours and hands-on activities at medical facilities such that no student will receive an exposure to radiation in excess of the limits for members of the public found in 10 CFR 20.1301. If tours or hands-on activities are expected to result in measurable

student exposures, then the contractor shall furnish an appropriate personnel monitoring device (e.g., pocket dosimeter) for students (or groups of students) who do not have their own personal dosimeter. 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.

C.8 Release of Publications

Any documents generated by the contractor under this contract/order shall not be released for publication or dissemination without NRC CO and NRC COR prior written approval.

C.9 Place of Performance

The work to be performed under this contract/order will be primarily performed at the contractor’s training facility. The contractor will also coordinate and provide access to offsite medical facilities, to allow students to observe licensed activities and technologies.

C.10 Recognized Holidays

New Year’s Day	Labor Day
Martin Luther King Jr.’s Birthday	Columbus Day
President’s Day	Veteran’s Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

C.11 Hours of Operation

Each eight-hour course day shall begin no earlier than 7:30 a.m. and end no later than 5:30 p.m. for each day of the courses, with the exception of days in which students are transported to medical facilities for tours. In addition, the last day of a course shall end no later than noon, inclusive of the time for the course examination

C.12 Certification and License Requirements

The Contractor is responsible for ensuring that the staff assigned to this Government contract possess and maintain professional certifications and/or licenses outlined below in “Key Personnel and Qualification Requirements.”

C.13 Key Personnel and Qualification Requirements

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:

Labor Category	Position Minimum Requirements	Key Personnel (yes or no)
Project Manager	<ul style="list-style-type: none"> • 5 years Project Management experience • 5 years managing training programs • Strong organizational skills • Strong writing and communication skills 	Yes
H-304 Course Developers	<ul style="list-style-type: none"> • Technical revisions to H-304 course materials shall be performed 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 reflect current 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. • Basic Understanding of NRC regulatory requirements concerning the medical use of radioactive material • Experience with developing training materials 	Yes
H-304 Course Instructors*	<ul style="list-style-type: none"> • A minimum of 3 years of experience with the technology and subject matter being taught. This experience should be recent so that course presentations reflect current medical practices. • Experience with presenting, teaching, or communicating with groups 	Yes
H-313 Course Developers	<ul style="list-style-type: none"> • All technical revisions to the course materials for the H-313 course shall be performed 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. • Developers shall have a minimum of 5 years of experience with the technology and subject matter they are responsible for. This experience should be recent so that course materials reflect current medical practices. • Basic Understanding of NRC regulatory requirements concerning the medical use of radioactive material • Experience with developing training materials is preferred 	Yes

H-313 Course Instructors*	<ul style="list-style-type: none"> • A minimum of 3 years of experience with the technology and subject matter being taught. This experience should be recent so that course presentations reflect current medical practices. • Experience with presenting, teaching, or communicating with groups 	Yes
Administrative Assistant	<ul style="list-style-type: none"> • Organizational and Administrative Skills 	No

* Note: Any tours of medical facilities shall be performed by staff with current experience in the area or technology being shown. For the H-313 class, a Medical Physicist shall be available during the tours to answer complex technical questions. For tours of the nuclear pharmacy during the H-304 course, a Nuclear Pharmacist shall be available to answer any complex technical questions. Course instructors for each course may conduct the tours if they meet these requirements, or the contractor may provide additional staff that meet these requirements to assist with the tours.

C.14 Contractor Travel

No travel will be required under this contract.

C.16 Data Rights

The NRC shall have unlimited rights to and ownership of all deliverables provided under this contract/order, including reports, recommendations, briefings, work plans and all other deliverables. All documents and materials, to include the source codes of any software, produced under this contract/order are the property of the Government with all rights and privileges of ownership/copyright belonging exclusively to the Government. These documents and materials may not be used or sold by the contractor without prior written authorization from the CO. All materials supplied to the Government shall be the sole property of the Government and may not be used for any other purpose. This right does not abrogate any other Government rights.

C.17 Section 508 – Electronic and Information Technology Standards

N/A

C.18 Applicable Publications (Current Editions)

The Contractor shall conduct all training activities in strict compliance with Part 20 of Title 10 of the Code of Federal Regulations (10 CFR 20) or equivalent radiation control regulations.

ATTACHMENT 1
MINIMUM REQUIRED COURSE TOPICS/ACTIVITIES

Diagnostic & Therapeutic Nuclear Medicine Course (H-304)

- Overview of radiopharmacies (layout, process, etc.)
- Radiopharmaceutical Production (including PET isotopes, generator elution, and dose preparation)
- Radiopharmaceutical Characteristics
- Counting instruments, bioassay equipment, and specialized equipment used at radiopharmacies
- Radiation safety programs, procedures, and controls at radiopharmacies
- Overview of Nuclear Medicine Facilities (including SPECT and PET)
- Operation of imaging devices (SPECT and PET) used in nuclear medicine facilities
- 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)
- Patient Release Criteria for therapeutic nuclear medicine procedures: 10 CFR 35.75 and associated guidance
- Update: Add any new nuclear medicine procedures (e.g., new radionuclide generators, targeted alpha therapies, or other new diagnostic or therapeutic procedures currently being licensed or in late clinical trials). This includes any diagnostic and therapeutic procedures included under 10 CFR 35, Subpart K, and at a minimum, any nuclear medicine procedures listed in the “Emerging Technologies and 10 CFR35.1000 Table” published on the NRC website at <http://www.nrc.gov/materials/miau/med-use-toolkit.html>.
- QC procedures (dose verification, breakthrough testing for Tc-99m and Rb-82/Sr-82, and Ge-68/Ga-68 generators)
- Radiation safety programs, procedures, and controls at nuclear medicine facilities
- Exam review
- Final Examination

Interspersed during the 5 days would be:

- Medical Facility Site Visits (at a minimum: an operating hot lab, nuclear medicine department, and a radiopharmacy that includes a PET cyclotron)
- Hands-On activities and demonstrations such as (but not limited to): QC of well counters, dose calibrators, & gamma cameras; dose calculations & dispensing; radiation and contamination surveys of a typical hot lab, generator elution, and radiopharmaceutical kit preparation
- Observation of routine nuclear medicine activities
- NRC Guest Lecturer (optional – will be provided by NRC)

ATTACHMENT 1 (CONTINUED)
MINIMUM REQUIRED COURSE TOPICS/ACTIVITIES

Brachytherapy, Gamma Knife and Other Medical Uses Course (H-313)

- 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 Therapy Quality Control
- Overview of regulatory requirements (10 CFR 35), including Written Directives, physical presence requirements, patient intervention, and treatment deviations
- Brachytherapy Overview, including radiation safety concerns, patient release criteria (10 CFR 35.75), treatment planning, patient dosimetry, and source calibration
- Detailed discussion on Manual Brachytherapy 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.)
 - Gynaecological implants
 - Microsphere treatment pre-planning, delivery, and post-delivery verifications
 - External/internal strontium-90 ophthalmic brachytherapy
- Detailed discussion on Remote Afterloader Brachytherapy (with a focus on HDR); and examples of treatment systems and applicators for gynaecological, prostate and breast treatments
- HDR facility and shielding design
- Detailed discussion of Stereotactic Radiosurgery (Gamma Knife) including facility design, source installation and exchange, treatment sites & approaches, and patient treatment planning and dosimetry
- New/Emerging Technologies currently licensed under 10 CFR 35, Subpart K, or in late clinical trials. These technologies should include, at a minimum, any procedures listed in the “Emerging Technologies and 10 CFR35.1000 Table” published on the NRC website at <http://www.nrc.gov/materials/miau/med-use-toolkit.html>. Note: information on additional technologies shall be added to the course (or deleted) upon request from the NRC COR throughout the life of the contract.
- Exam Review
- Final Examination

ATTACHMENT 1 (CONTINUED)
MINIMUM REQUIRED COURSE TOPICS/ACTIVITIES

Brachytherapy, Gamma Knife and Other Medical Uses Course (H-313)

Interspersed during the 5 days would be:

- Medical Facility site visits to include, at a minimum, an operating HDR suite and Gamma Knife suite (preferably the “Perflexion” or “Icon” model)
- Observation of routine clinical activities, as available
- Demonstration of applicators and delivery systems for manual brachytherapy (including microspheres)
- Demonstration of applicators and treatment systems for Gamma Knife and HDR, including spot checks and calibration procedures
- Hands-On activities such as loading applicators with dummy sources, locating brachytherapy seeds using survey instruments, connecting catheters to an HDR unit, and viewing pre-treatment and post-treatment images
- NRC Guest Lecturer (optional – will be provided by NRC)

SECTION D - Packaging and Marking

D.1 Clauses

D.2 BRANDING

The Contractor is required to use the statement below in any publications, presentations, articles, products, or materials funded under this contract/order, to the extent practical, in order to provide NRC with 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.

Work Supported by the U.S. Nuclear Regulatory Commission (NRC), Office of Office of the Human Capital Officer, under Contract/order number 31310018C00005.

(End of Clause)

SECTION E - Inspection and Acceptance

E.1 Clauses

E.2 INSPECTION AND ACCEPTANCE BY THE NRC (SEP 2013)

Inspection and acceptance of the deliverable items to be furnished hereunder shall be made by the NRC Contracting Officer's Representative (COR) at the destination, accordance with FAR 52.247-34 - F.o.b. Destination.

Contract Deliverables:

1. Refer to Section C.6 entitled "List of Deliverables"

(End of Clause)

SECTION F - Deliveries or Performance

F.1 Clauses

F.2 PERIOD OF PERFORMANCE ALTERNATE

This contract shall commence on April 1, 2018 and will expire on March 31, 2019. The term of this contract may be extended at the option of the Government for an additional two 2-year optional periods.

Base Period: April 1, 2018 – March 31, 2019

Option Period 1: April 1, 2019 – March 31, 2021

Option Period 2: April 1, 2021 – March 31, 2023

(End of Clause)

F.3 PLACE OF DELIVERY-REPORTS

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

Name: [REDACTED] (Electronic copy)
Contracting Officer's Representative (COR)

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

Electronic copies to:

[REDACTED] [REDACTED]

Name: Jeffrey R. Mitchell (Electronic copy)
Contracting Officer (CO)

U.S. Nuclear Regulatory Commission

Electronic copies to:

Jeffrey.Mitchell@NRC.GOV

(End of Clause)

SECTION G - Contract Administration Data

G.1 Clauses

G.2 REGISTRATION IN FEDCONNECT® (JULY 2014)

The Nuclear Regulatory Commission (NRC) uses Compusearch Software Systems' secure and auditable two-way web portal, FedConnect®, to communicate with vendors and contractors. FedConnect® provides bi-directional communication between the vendor/contractor and the NRC throughout pre-award, award, and post-award acquisition phases. Therefore, in order to do business with the NRC, vendors and contractors must register to use FedConnect® at <https://www.fedconnect.net/FedConnect>. The individual registering in FedConnect® must have authority to bind the vendor/contractor. There is no charge for using FedConnect®. Assistance with FedConnect® is provided by Compusearch Software Systems, not the NRC. FedConnect® contact and assistance information is provided on the FedConnect® web site at <https://www.fedconnect.net/FedConnect>.

G.3 ELECTRONIC PAYMENT (DEC 2017)

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 Transfer-System for Award Management."

To receive payment, the contractor shall prepare invoices in accordance with NRC's Billing Instructions. Claims shall be submitted through the Invoice Processing Platform (IPP) (<https://www.ipp.gov/>). Back up documentation shall be included as required by the NRC's Billing Instructions.

(End of Clause)

G.4 GOVERNMENT FURNISHED EQUIPMENT/PROPERTY

(a) The NRC will provide the contractor with the following items for use under this contract:

GFP Item	Quantity	Date provided to contractor	Method of Shipment
<p>Existing training materials for two current NRC training courses:</p> <ul style="list-style-type: none"> • H-304, "Diagnostic and Therapeutic Nuclear Medicine" • H-313, "Brachytherapy, Gamma Knife and Other Medical Uses of Byproduct Material" 	N/A	Upon contract award	

Include an asterisk (*) if the item also applies to paragraph (b) below.

(b) The equipment/property listed below is hereby transferred from contract/agreement number: [Insert contract/agreement number here], to contract/agreement number: [Insert contract/agreement number here]:

1. N/A

(c) Only the equipment/property listed above in the quantities shown will be provided by the Government. The contractor shall be responsible and accountable for all Government property provided under this contract and shall comply with the provisions of the FAR Government Property Clause under this contract and FAR Subpart 45.5, as in effect on the date of this contract. The contractor shall investigate and provide written notification to the NRC Contracting Officer (CO) and the NRC Division of Facilities and Security, Physical Security Branch of all cases of loss, damage, or destruction of Government property in its possession or control not later than 24 hours after discovery. The contractor must report stolen Government property to the local police and a copy of the police report must be provided to the CO and to the Division of Facilities and Security, Office of Administration.

(d) All other equipment/property required in performance of the contract shall be furnished by the Contractor.

(End of Clause)

SECTION H - Special Contract Requirements

H.1 Clauses

H.2 2052.215-70 KEY PERSONNEL. (JAN 1993)

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



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 project officer 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.

(End of Clause)

H.3 2052.215-71 CONTRACTING OFFICER REPRESENTATIVE (COR)

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

Name:

[REDACTED] [REDACTED] [REDACTED]

(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 (SOW) or changes to specific travel identified in the SOW), fills in details, or otherwise serves to accomplish the contractual SOW.

(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 Security Branch, Division of Facilities and Security (SB/DFS) (via e-mail) when a contractor employee no longer requires access authorization and return of any NRC issued badge to SB/DFS within three days after their termination.

(6) Ensure that all contractor employees that require access to classified Restricted Data or National Security Information or matter, access to sensitive unclassified information (Safeguards, Official Use Only, and Proprietary information) access to sensitive IT systems or data, unescorted access to NRC controlled buildings/space, or unescorted access to protected and vital areas of nuclear power plants receive approval of SB/DFS prior to access in accordance with Management Directive and Handbook 12.3.

(7) For contracts for the design, development, maintenance or operation of Privacy Act Systems of Records, obtain from the contractor as part of closeout procedures, written certification that the contractor has returned to NRC, transferred to the successor contractor, or destroyed at the end of the contract in accordance with instructions

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

(End of Clause)

H.4 AWARD NOTIFICATION AND COMMITMENT OF PUBLIC FUNDS

(a) All offerors will receive preaward and postaward notices in accordance with FAR 15.503.

(b) It is also brought to your attention that the contracting officer is the only individual who can legally obligate funds or commit the NRC to the expenditure of public funds in connection with this procurement. This means that unless provided in a contract document or specifically authorized by the contracting officer, NRC technical personnel may not issue contract modifications, give formal contractual commitments, or otherwise bind, commit, or obligate the NRC contractually. Informal unauthorized commitments, which do not obligate the NRC and do not entitle the contractor to payment, may include:

- (1) Encouraging a potential contractor to incur costs prior to receiving a contract;
- (2) Requesting or requiring a contractor to make changes under a contract without formal contract modifications;
- (3) Encouraging a contractor to incur costs under a cost-reimbursable contract in excess of those costs contractually allowable; and
- (4) Committing the Government to a course of action with regard to a potential contract, contract change, claim, or dispute.

(End of Clause)

H.5 USE OF AUTOMATED CLEARING HOUSE (ACH) ELECTRONIC PAYMENT/REMITTANCE ADDRESS

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.

(End of Clause)

H.6 SECURITY REQUIREMENTS RELATING TO THE PRODUCTION OF REPORTS OR THE PUBLICATION OF RESULTS UNDER CONTRACTS, AGREEMENTS, AND GRANTS (JUL 2016)

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, as applicable. The reports, summaries, data, and related documents will be considered draft until approved by the NRC. The contractor/grantee agrees that the direction, determinations, and decisions on approval or disapproval of reports, summaries, data, and related documents created under this contract/grant remain solely within the discretion of the NRC.

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

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

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

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

H.7 COMPLIANCE WITH U.S. IMMIGRATION LAWS AND REGULATIONS

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.

(End of Clause)

H.8 ANNUAL AND FINAL CONTRACTOR PERFORMANCE EVALUATIONS

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 annually. 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 Contracting Officer's Representative'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.

(End of Clause)

SECTION I - Contract Clauses

I.1 Clauses Incorporated by Reference

- 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL. (JAN 2011)
- 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS. (OCT 2016)
- 52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE. (OCT 2016)
- 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS. (JUL 2013)
- 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS-COMMERCIAL ITEMS. (NOV 2017)
- 52.212-4 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS. (JAN 2017)
- 52.219-3 NOTICE OF HUBZONE SET-ASIDE OR SOLE SOURCE AWARD. (NOV 2011)
- 52.219-30 NOTICE OF SET-ASIDE FOR, OR SOLE SOURCE AWARD TO, WOMEN-OWNED SMALL BUSINESS CONCERNS ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM. (DEC 2015)
- 52.222-62 PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706. (JAN 2017)
- 52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING. (AUG 2011)
- 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES. (JUN 2008)
- 52.227-14 RIGHTS IN DATA-GENERAL. (MAY 2014)
- 52.227-17 RIGHTS IN DATA--SPECIAL WORKS. (DEC 2007)
- 52.227-18 RIGHTS IN DATA - EXISTING WORKS. (DEC 2007)
- 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER - SYSTEM FOR AWARD MANAGEMENT. (JUL 2013)
- 52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS. (JUN 2013)
- 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM. (OCT 2004)
- 2052.209-72 CONTRACTOR ORGANIZATIONAL CONFLICTS OF INTEREST. (JAN 1993)

I.2 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS. (JAN 2018)

(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) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).

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

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

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

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

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

(3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

(4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (OCT 2016) (Pub. L. 109-282) (31 U.S.C. 6101 note).

(5) (Reserved)

(6) 52.204-14, Service Contract Reporting Requirements (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

(7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

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

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

(10) (Reserved)

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

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

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

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

(13) (Reserved)

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

(ii) Alternate I (NOV 2011).

(iii) Alternate II (NOV 2011).

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

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

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

(16) 52.219-8, Utilization of Small Business Concerns (NOV 2016) (15 U.S.C. 637(d)(2) and (3)).

(17)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2017) (15 U.S.C. 637(d)(4)).

(ii) Alternate I (NOV 2016) of 52.219-9.

(iii) Alternate II (NOV 2016) of 52.219-9.

(iv) Alternate III (NOV 2016) of 52.219-9.

(v) Alternate IV (NOV 2016) of 52.219-9.

(18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).

(19) 52.219-14, Limitations on Subcontracting (JAN 2017) (15 U.S.C. 637(a)(14)).

(20) 52.219-16, Liquidated Damages-Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).

(21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).

- (22) 52.219-28, Post Award Small Business Program Rerepresentation (JUL 2013) (15 U.S.C. 632(a)(2)).
- (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (DEC 2015) (15 U.S.C. 637(m)).
- (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (DEC 2015) (15 U.S.C. 637(m)).
- (25) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).
- (26) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (JAN 2018) (E.O. 13126).
- (27) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- (28) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).
- (29) 52.222-35, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).
- (30) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).
- (31) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).
- (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- (33)(i) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- (ii) *Alternate I* (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- (34) 52.222-54, Employment Eligibility Verification (OCT 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (ii) *Alternate I* (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (36) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).
- (37) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).

- [] (38)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).
- [] (ii) Alternate I (OCT 2015) of 52.223-13.
- [] (39)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).
- (ii) Alternate I (JUN 2014) of 52.223-14.
- [] (40) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).
- [] (41)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).
- [](ii) Alternate I (JUN 2014) of 52.223-16.
- [X] (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)
- [] (43) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).
- [] (44) 52.223-21, Foams (JUN 2016) (E.O. 13693).
- [] (45)(i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).
- [] (ii) Alternate I (JAN 2017) of 52.224-3.
- [] (46) 52.225-1, Buy American-Supplies (MAY 2014) (41 U.S.C. chapter 83).
- [] (47)(i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (MAY 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- [] (ii) Alternate I (MAY 2014) of 52.225-3.
- [] (iii) Alternate II (MAY 2014) of 52.225-3.
- [] (iv) Alternate III (MAY 2014) of 52.225-3.
- [X] (48) 52.225-5, Trade Agreements (OCT 2016) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- [X] (49) 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).
- [] (50) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

[] (51) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).

[] (52) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).

[] (53) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

[] (54) 52.232-30, Installment Payments for Commercial Items (JAN 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

[] (55) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (JUL 2013) (31 U.S.C. 3332).

[] (56) 52.232-34, Payment by Electronic Funds Transfer - Other than System for Award Management (JUL 2013) (31 U.S.C. 3332).

[] (57) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

[] (58) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(12)).

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

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

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

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

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

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

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

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

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

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

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

(9) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

(10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

(11) 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) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

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

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.219-8, Utilization of Small Business Concerns (NOV 2016) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the

subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

(v) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

(vi) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).

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

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

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

(x) 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.

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

(xii) [] (A) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627).

[] (B) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

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

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

(xv) 52.222-54, Employment Eligibility Verification (OCT 2015) (E. O. 12989).

(xvi) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015).

(xvii) 52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

(xviii)(A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

(B) Alternate I (JAN 2017) of 52.224-3.

(xix) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

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

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

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

(End of clause)

I.3 52.216-21 REQUIREMENTS. (OCT 1995)

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

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

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

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

(End of clause)

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

(a) The Government may extend the term of this contract by written notice to the Contractor within 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 (*60 days unless a different number of days is inserted*) before the contract expires. The preliminary notice does not commit the Government to an extension.

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

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

(End of clause)

I.5 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION. (JUL 2013)

(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 representation required by paragraph (b) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, 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 SAM, or does not have a representation in SAM 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 31310018C0005. (*Contractor to sign and date and insert authorized signer's name and title*).

(End of clause)

I.6 COMPLIANCE WITH SECTION 508 OF THE REHABILITATION ACT OF 1973, AS AMENDED (SEP 2013)

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

disabled employees and members of the public access to information that is comparable to access available to others.

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

Exceptions.

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

The EIT is for a national security system.

The EIT is acquired by a contractor incidental to a contract.

The EIT is located in spaces frequented only by service personnel for maintenance, repair or occasional monitoring of equipment.

Compliance with the applicable 36 C.F.R. Part 1194 provisions would impose an undue burden on the agency.

Applicable Standards.

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

1194.21 Software applications and operating systems.

1194.22 Web-based intranet and internet information and applications. 16 rules.

1194.23 Telecommunications products.

1194.24 Video and multimedia products.

1194.25 Self contained, closed products.

1194.26 Desktop and portable computers.

1194.31 Functional performance criteria.

1194.41 Information, documentation, and support.

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

(End of Clause)

SECTION J - List of Documents, Exhibits and Other Attachments

J.1 List of Documents, Exhibits, and Other Attachments

Attachment Number	Title	Date
1	IPP Fixed Price Billing Instructions	
2	SUBPART 2009.5 Organizational Conflict of Interest	