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|--|--|---|--|--|----------|---|------------|
| SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i> | | | | 1. REQUISITION NUMBER OCHCO-21-0038 | | PAGE OF 1 38 | |
| 2. CONTRACT NO. 31310021C0021 | | 3. AWARD/ EFFECTIVE DATE 09/24/2021 | | 4. ORDER NUMBER | | 5. SOLICITATION NUMBER 31310021R0029 | |
| 6. SOLICITATION ISSUE DATE 05/03/2021 | | 7. FOR SOLICITATION INFORMATION CALL | | a. NAME JENNIFER DUDEK | | b. TELEPHONE NUMBER (No collect calls) 301-415-2257 | |
| 8. OFFER DUE DATE/LOCAL TIME ED | | 9. ISSUED BY US NRC - HQ ACQUISITION MANAGEMENT DIVISION MAIL STOP TWFN-07B20M WASHINGTON DC 20555-0001 | | CODE NRCHQ | | 10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR: <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS </div> <div> <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A) </div> <div> NAICS: 611430 SIZE STANDARD: \$12.0 </div> </div> | |
| 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 NRC TECHNICAL TRAINING CENTER OSBORNE OFFICE CENTER 5746 MARLIN ROAD SUITE 200 CHATTANOOGA TN 37411-5677 | | CODE TTC | | 16. ADMINISTERED BY US NRC - HQ ACQUISITION MANAGEMENT DIVISION MAIL STOP TWFN-07B20M WASHINGTON DC 20555-0001 | | CODE NRCHQ | |
| 17a. CONTRACTOR/OFFEROR FRAMATOME INC ATTN DARRYL GORDON 3315 OLD FOREST RD LYNCHBURG VA 245012912 TELEPHONE NO. 4348325199 | | CODE 791719982 FACILITY CODE | | 18a. PAYMENT WILL BE MADE BY NRC PAYMENTS NRCFISCALTREASURYGOV | | CODE NRC PAYMENTS 1 | |
| <input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER | | | | 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM | | | |
| 19. ITEM NO. | 20. SCHEDULE OF SUPPLIES/SERVICES | | | 21. QUANTITY | 22. UNIT | 23. UNIT PRICE | 24. AMOUNT |
| | The Contractor shall provide services in accordance with the Statement of Work entitled, "Pressurized Water Reactor (PWR) Maintenance Training Overview Course." Total Contract Ceiling: \$362,830.00 Total Funding Obligated: \$85,000.00 Accounting Info: 2021-X0200-FEEBASED-84-84D003-1292-11-N-157-251F-11-N-157-1292 Continued ... <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) \$362,830.00 | |
| <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"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA | | | | | | <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED. <input type="checkbox"/> ARE <input 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: _____ 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 | |
| | | | | JENNIFER A. DUDEK | | 09/24/2021 | |

| 19. ITEM NO. | 20. SCHEDULE OF SUPPLIES/SERVICES | 21. QUANTITY | 22. UNIT | 23. UNIT PRICE | 24. AMOUNT |
|-----------------|---|-----------------|-------------|-------------------|---------------|
| | Period of Performance: 09/30/2021 to 09/29/2026 | | | | |

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

| | | | | |
|---|------------------------|------------------------------------|---|-----------------------|
| 32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE | | 32c. DATE | 32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE | |
| 32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE | | | 32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE | |
| | | | 32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE | |
| 33. SHIP NUMBER | 34. VOUCHER NUMBER | 35. AMOUNT VERIFIED CORRECT FOR | 36. PAYMENT | 37. CHECK NUMBER |
| <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL | | | <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL | |
| 38. S/R ACCOUNT NUMBER | 39. S/R VOUCHER NUMBER | 40. PAID BY | | |
| 41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT | | | 42a. RECEIVED BY (<i>Print</i>) | |
| 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER | | 41c. DATE | 42b. RECEIVED AT (<i>Location</i>) | |
| | | | 42c. DATE REC'D (YY/MM/DD) | 42d. TOTAL CONTAINERS |

| | |
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| B - Continuation Pages | 4 |
| B.1 BRIEF PROJECT TITLE AND WORK DESCRIPTION..... | 4 |
| B.2 CONSIDERATION AND OBLIGATION-FIRM-FIXED-PRICE..... | 4 |
| B.3 PRICE/COST SCHEDULE..... | 4 |
| C - Contract Clauses | 7 |
| C.1 PACKAGING AND MARKING | 7 |
| C.2 BRANDING | 7 |
| C.3 INSPECTION AND ACCEPTANCE BY THE NRC (SEP 2013) | 7 |
| C.4 PLACE OF DELIVERY-REPORTS..... | 7 |
| C.5 PERIOD OF PERFORMANCE ALTERNATE I..... | 7 |
| C.6 REGISTRATION IN FEDCONNECT® (MAY 2021) | 7 |
| C.7 ELECTRONIC PAYMENT (DEC 2017) | 8 |
| C.8 GOVERNMENT FURNISHED EQUIPMENT/PROPERTY | 8 |
| C.9 ANNUAL AND FINAL CONTRACTOR PERFORMANCE EVALUATIONS | 9 |
| C.10 COMPLIANCE WITH U.S. IMMIGRATION LAWS AND REGULATIONS..... | 10 |
| C.11 WHISTLEBLOWER PROTECTION FOR NRC CONTRACTOR AND SUBCONTRACTOR EMPLOYEES..... | 10 |
| C.12 CONTRACTOR RESPONSIBILITY FOR PROTECTING PERSONALLY IDENTIFIABLE INFORMATION (PII)..... | 10 |
| C.13 GREEN PURCHASING (SEP 2015)..... | 12 |
| C.14 USE OF AUTOMATED CLEARING HOUSE (ACH) ELECTRONIC PAYMENT/REMITTANCE ADDRESS | 12 |
| C.15 2052.215-71 CONTRACTING OFFICER REPRESENTATIVE AUTHORITY. (OCT 1999) - ALTERNATE I (OCT 1999) | 13 |
| C.20 52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS. (DEC 2014)..... | 14 |
| C.21 52.212-4 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS. (OCT 2018) | 14 |
| C.22 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS. (SEP 2021) | 20 |
| C.23 52.216-18 ORDERING. (AUG 2020) | 28 |
| C.24 52.217-8 OPTION TO EXTEND SERVICES. (NOV 1999)..... | 29 |
| C.25 52.227-14 RIGHTS IN DATA-GENERAL. (MAY 2014) - ALTERNATE II (DEC 2007)... | 29 |
| C.26 52.232-22 LIMITATION OF FUNDS. (APR 1984) | 35 |
| C.27 52.252-2 CLAUSES INCORPORATED BY REFERENCE. (FEB 1998)..... | 37 |
| D - Contract Documents, Exhibits and Attachments | 38 |

B - Continuation Pages**B.1 BRIEF PROJECT TITLE AND WORK DESCRIPTION**

(a) The title of this project is: **Pressurized Water Reactor Maintenance Training Overview Course**

(b) Summary work description:

The objective of this contract is to update and present a course that will provide NRC inspectors with the technical training necessary to satisfy program requirements in the following topical areas:

- Fuel receipt and inspection
- Fuel equipment operation
- Reactor vessel disassembly and reassembly
- Fuel movement during refueling operations
- Control rod replacement
- Pressurized water reactor in-vessel inspections
- Reactor coolant pump maintenance.
- Control rod drive mechanism operation and maintenance
- Overview of current digital control and protection systems
- Inspection of U-tube steam generators

These activities are all designed to facilitate the inspection of pressurized water reactor licensees in accordance with IP 71111.20.

B.2 CONSIDERATION AND OBLIGATION-FIRM-FIXED-PRICE

The total Firm-Fixed-Price of this contract is \$362,830.00, and the amount presently obligated with respect to the Firm-Fixed-Price portion is \$85,000.00. The Contracting Officer's Representative (COR) may place delivery orders for up to the obligated amount. The obligated amount shall, at no time, exceed the contract ceiling. 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.

B.3 PRICE/COST SCHEDULE

Year 1: September 30, 2021 - September 29, 2022

| CLIN | DESCRIPTION | UNIT | FIXED UNIT COST | ESTIMATED QTY | TOTAL COST |
|-------|---|------|-----------------|---------------|------------|
| 00001 | Task One: Participate in a Post-Award Kickoff Meeting | Lot | | 1 | |
| 00002 | Task Two: Initial Course Updates | Lot | | 1 | |

| | | | | | |
|----------------------------------|---|-------|--|---|--|
| 00003 | Task Three: Pre-course material updates, conduct training session, & post-course material updates | Class | | 1 | |
| YEAR 1 NOT-TO-EXCEED (NTE) TOTAL | | | | | |

Year 2: September 30, 2022 - September 29, 2023

| CLIN | DESCRIPTION | UNIT | FIXED UNIT COST | ESTIMATED QTY | TOTAL COST |
|----------------------------------|---|-------|-----------------|---------------|------------|
| 00004 | Task Three: Pre-course material updates, conduct training session, & post-course material updates | Class | | 1 | |
| YEAR 2 NOT-TO-EXCEED (NTE) TOTAL | | | | | |

Year 3: September 30, 2023 - September 29, 2024

| CLIN | DESCRIPTION | UNIT | FIXED UNIT COST | ESTIMATED QTY | TOTAL COST |
|----------------------------------|---|-------|-----------------|---------------|------------|
| 00005 | Task Three: Pre-course material updates, conduct training session, & post-course material updates | Class | | 1 | |
| YEAR 3 NOT-TO-EXCEED (NTE) TOTAL | | | | | |

Year 4: September 30, 2024 - September 29, 2025

| CLIN | DESCRIPTION | UNIT | FIXED UNIT COST | ESTIMATED QTY | TOTAL COST |
|----------------------------------|---|-------|-----------------|---------------|------------|
| 00006 | Task Three: Pre-course material updates, conduct training session, & post-course material updates | Class | | 1 | |
| YEAR 4 NOT-TO-EXCEED (NTE) TOTAL | | | | | |

Year 5: September 30, 2025 - September 29, 2026

| CLIN | DESCRIPTION | UNIT | FIXED UNIT COST | ESTIMATED QTY | TOTAL COST |
|----------------------------------|---|-------|-----------------|---------------|------------|
| 00007 | Task Three: Pre-course material updates, conduct training session, & post-course material updates | Class | | 1 | |
| YEAR 5 NOT-TO-EXCEED (NTE) TOTAL | | | | | |

| | |
|-------------------------------|---------------------|
| TOTAL CONTRACT CEILING | \$362,830.00 |
|-------------------------------|---------------------|

C - Contract Clauses

NRC Local Clauses Incorporated by Full Text

C.1 PACKAGING AND MARKING

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

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

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

C.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 the Chief Human Capital Officer, under Contract/order number 31310021C0021.

C.3 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.

C.4 PLACE OF DELIVERY-REPORTS

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

a. Contracting Officer Representative:
Refer to Section C.15 2052.215-71 CONTRACTING OFFICER REPRESENTATIVE
AUTHORITY. (OCT 1999)

b. Contracting Officer (CO) (electronic copy)

C.5 PERIOD OF PERFORMANCE ALTERNATE I

The ordering period for this contract shall commence on 09/30/2021 and will expire on 09/29/2026. Any orders issued during this period shall be completed within the time specified in the order, unless otherwise specified herein. (See FAR 52.216-18 - Ordering).

C.6 REGISTRATION IN FEDCONNECT® (MAY 2021)

The Nuclear Regulatory Commission (NRC) uses Unison Software Inc.'s 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. Vendors/contractors shall use FedConnect for the submission of responses to solicitations, acknowledgment of receipt of award and modification documents; and may be required to submit monthly letter status reports and other deliverables through FedConnect as well. Please see Section C of this award for details regarding submission of deliverables.

Therefore, in order to do business with the NRC, vendors and contractors shall register to use FedConnect at <https://www.fedconnect.net/FedConnect>. The individual registering in FedConnect shall have authority to bind the vendor/contractor. There is no charge for using FedConnect. Assistance with FedConnect is provided by Unison, not the NRC. FedConnect contact and assistance information is provided on the FedConnect web site.

C.7 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.

C.8 GOVERNMENT FURNISHED EQUIPMENT/PROPERTY

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

(1) Student and Instructor versions of the current course materials may be obtained from the Contracting Officer's Representative (COR). Changes in, additions to, or deviations from the topics listed are permitted, but all content (e.g., outline, manuals, etc.) shall be approved by the NRC COR.

(2) The NRC website location where relevant documents (e.g., NRC regulations, Regulatory Guides, Information Notices, Bulletins, etc.) may be downloaded for use in revision/development of the training materials or for distribution to students during the training (see <http://www.nrc.gov/reading-rm/doc-collections/>). In those instances where the contractor requires an NRC document which is not available for download, the NRC COR shall provide a copy (electronic or hard copy) to the contractor, assuming it is available.

(3) An electronic copy of a Student Information Sheet (SIS), which the contractor shall issue to each student at the beginning of each course and collect at the conclusion of the first day. Scanned copies of completed SISs shall be included in Student Feedback Report discussed in section S.4.2 of the Statement of Work (Task 3).

(4) A Student Roster shall be provided prior to each course offering. The Student Roster shall be signed by each student at the start of each course offering. A scanned copy of the signed Student Roster shall be included in the Student Feedback Report discussed in section S.4.2 of

the Statement of Work (Task 3).

(5) A copy of HRTD Operating Procedure 0408 "Training Material Style Guide" for development of any texts (excluding PowerPoint Presentations).

(b) The equipment/property listed below is hereby transferred from contract/agreement number: N/A, to contract/agreement number: 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.

C.9 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.

C.10 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.

C.11 WHISTLEBLOWER PROTECTION FOR NRC CONTRACTOR AND SUBCONTRACTOR EMPLOYEES

(a) The U.S. Nuclear Regulatory Commission (NRC) contractor and its subcontractor are subject to the Whistleblower Employee Protection public law provisions as codified at 42 U.S.C. 5851. NRC contractor(s) and subcontractor(s) shall comply with the requirements of this Whistleblower Employee Protection law, and the implementing regulations of the NRC and the Department of Labor (DOL). See, for example, DOL Procedures on Handling Complaints at 29 C.F.R. Part 24 concerning the employer obligations, prohibited acts, DOL procedures and the requirement for prominent posting of notice of Employee Rights at Appendix A to Part 24 entitled: "Your Rights Under the Energy Reorganization Act".

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

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

C.12 CONTRACTOR RESPONSIBILITY FOR PROTECTING PERSONALLY IDENTIFIABLE INFORMATION (PII)

In accordance with the Office of Management and Budget's guidance to Federal agencies and the Nuclear Regulatory Commission's (NRC) implementing policy and procedures, a contractor (including subcontractors and contractor employees), who performs work on behalf of the NRC,

is responsible for protecting, from unauthorized access or disclosure, personally identifiable information (PII) that may be provided, developed, maintained, collected, used, or disseminated, whether in paper, electronic, or other format, during performance of this contract.

A contractor who has access to NRC owned or controlled PII, whether provided to the contractor by the NRC or developed, maintained, collected, used, or disseminated by the contractor during the course of contract performance, must comply with the following requirements:

(1) General. In addition to implementing the specific requirements set forth in this clause, the contractor must adhere to all other applicable NRC guidance, policy and requirements for the handling and protection of NRC owned or controlled PII. The contractor is responsible for making sure that it has an adequate understanding of such guidance, policy and requirements.

(2) Use, Ownership, and Nondisclosure. A contractor may use NRC owned or controlled PII solely for purposes of this contract, and may not collect or use such PII for any purpose outside the contract without the prior written approval of the NRC Contracting Officer. The contractor must restrict access to such information to only those contractor employees who need the information to perform work under this contract, and must ensure that each such contractor employee (including subcontractors' employees) signs a nondisclosure agreement, in a form suitable to the NRC Contracting Officer, prior to being granted access to the information. The NRC retains sole ownership and rights to its PII. Unless the contract states otherwise, upon completion of the contract, the contractor must turn over all PII in its possession to the NRC, and must certify in writing that it has not retained any NRC owned or controlled PII except as otherwise authorized in writing by the NRC Contracting Officer.

(3) Security Plan. When applicable, and unless waived in writing by the NRC Contracting Officer, the contractor must work with the NRC to develop and implement a security plan setting forth adequate procedures for the protection of NRC owned or controlled PII as well as the procedures which the contractor must follow for notifying the NRC in the event of any security breach. The plan will be incorporated into the contract and must be implemented and followed by the contractor once it has been approved by the NRC Contracting Officer. If the contract does not include a security plan at the time of contract award, a plan must be submitted for the approval of the NRC Contracting Officer within 30 days after contract award.

(4) Breach Notification. The contractor must immediately notify the NRC Contracting Officer and the NRC Contracting Officer's Representative (COR) upon discovery of any suspected or confirmed breach in the security of NRC owned or controlled PII.

(5) Legal Demands for Information. If a legal demand is made for NRC owned or controlled PII (such as by subpoena), the contractor must immediately notify the NRC Contracting Officer and the NRC Contracting Officer's Representative (COR). After notification, the NRC will determine whether and to what extent to comply with the legal demand. The Contracting Officer will then notify the contractor in writing of the determination and such notice will indicate the extent of disclosure authorized, if any. The contractor may only release the information specifically demanded with the written permission of the NRC Contracting Officer.

(6) Audits. The NRC may audit the contractor's compliance with the requirements of this clause, including through the use of online compliance software.

(7) Flow-down. The prime contractor will flow this clause down to subcontractors that would be covered by any portion of this clause, as if they were the prime contractor.

(8) Remedies:

(a) The contractor is responsible for implementing and maintaining adequate security controls to prevent the loss of control or unauthorized disclosure of NRC owned or controlled PII in its possession. Furthermore, the contractor is responsible for reporting any known or suspected loss of control or unauthorized access to PII to the NRC in accordance with the provisions set forth in Article 4 above.

(b) Should the contractor fail to meet its responsibilities under this clause, the NRC reserves the right to take appropriate steps to mitigate the contractor's violation of this clause. This may include, at the sole discretion of the NRC, termination of the subject contract.

(9) Indemnification. Notwithstanding any other remedies available to the NRC, the contractor will indemnify the NRC against all liability (including costs and fees) for any damages arising out of violations of this clause.

C.13 GREEN PURCHASING (SEP 2015)

(a) In furtherance of the sustainable acquisition goals of Executive Order (EO) 13693, "Planning for Federal Sustainability in the Next Decade," products and services provided under this contract/order shall be energy efficient (EnergyStar® or Federal Energy Management Program - FEMP-designated products), water efficient, biobased, environmentally preferable (excluding EPEAT®-registered products), non-ozone depleting, contain recycled content, or are non- or low toxic alternatives or hazardous constituents (e.g., non-VOC paint), where such products and services meet agency performance requirements. See: Executive Order (EO) 13693, "Planning for Federal Sustainability in the Next Decade."

(b) The NRC and contractor may negotiate during the contract term to permit the substitution or addition of designated recycled content products (i.e., Comprehensive Procurement Guidelines - CPG), EPEAT®-registered products, EnergyStar®- and FEMP designated energy efficient products and appliances, USDA designated biobased products (Biopreferred® program), environmentally preferable products, WaterSense and other water efficient products, products containing non- or lower-ozone depleting substances (i.e., SNAP), and products containing non- or low-toxic or hazardous constituents (e.g., non-VOC paint), when such products and services are readily available at a competitive cost and satisfy the NRC's performance needs.

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

C.14 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.

NRCAR Clauses Incorporated By Full Text

**C.15 2052.215-71 CONTRACTING OFFICER REPRESENTATIVE AUTHORITY. (OCT 1999) -
ALTERNATE I (OCT 1999)**

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

Name: Scott Bussey
Address: U.S. Nuclear Regulatory Commission
Office of the Chief Human Capital Officer
Mail Stop: TTC
Washington, DC 20555
Phone: 423-855-6523
E-mail: Scott.Bussey@nrc.gov

Alternate COR:

Name: James McHugh
Address: U.S. Nuclear Regulatory Commission
Office of the Chief Human Capital Officer
Mail Stop: TTC
Washington, DC 20555
Phone: 423-855-6522
E-mail: James.McHugh@nrc.gov

(b) The COR shall:

- (1) Place delivery orders for items required under this contract up to the amount obligated on the contract award document.
- (2) Monitor contractor performance and recommend changes in requirements to the contracting officer.
- (3) Inspect and accept products/services provided under the contract.
- (4) Review all contractor invoices/vouchers requesting payment for products/services provided under the contract and make recommendations for approval, disapproval, or suspension.

(c) The COR may not make changes to the express terms and conditions of this contract.

*To be incorporated into any resultant contract.

(End of Clause)

FAR Clauses Incorporated By Reference

**C.16 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL
TRANSACTIONS. (JUN 2020)**

C.17 52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS. (JUN 2020)

C.18 52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE. (OCT 2018)

C.19 52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS. (DEC 2013)

FAR Clauses Incorporated By Full Text

C.20 52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS. (DEC 2014)

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

(End of clause)

C.21 52.212-4 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS. (OCT 2018)

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its postacceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

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

(d) *Disputes.* This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

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

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

If an Excusable Delay exceeds a duration to which the Government and Contractor agree, the parties may renegotiate the terms for equitable relief to schedule and price.

(g) *Invoice.* (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include-

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.
 - (A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.
 - (B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall

have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer-Other Than System for Award Management), or applicable agency procedures.

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

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

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

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

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

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

(4) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

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

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

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

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

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

(D) Contractor point of contact.

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

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

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

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

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

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

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

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

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

(A) The date fixed under this contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The Government must exercise any warranty or post-acceptance rights within one year of delivery of materials or services.

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

Except as otherwise agreed to by the Contractor and Government, neither party's liability to the other for contract damages arising out of or in connection with this contract shall exceed the value of the contract.

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

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

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

(t) Removed and reserved.

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

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

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or

"browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

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

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

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

(End of clause)

C.22 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS. (SEP 2021)

(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) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (JUL 2018) (Section 1634 of Pub. L. 115-91).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2020) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).

(5) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(6) 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 (JUN 2020), 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 (JUN 2020) (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 (JUN 2020) (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. (JUN 2020) (31 U.S.C. 6101 note).

☐ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018) (41 U.S.C. 2313).

☐ (10) (Reserved)

☐ (11) 52.219-3, Notice of HUBZone Set-Aside or Sole Source Award (SEP 2021) (15 U.S.C. 657a).

☐ (12) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (SEP 2021) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

☐ (13) (Reserved)

☐ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).

☐ (ii) Alternate I (MAR 2020) of 52.219-6.

☐ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).

☐ (ii) Alternate I (MAR 2020) of 52.219-7.

☐ (16) 52.219-8, Utilization of Small Business Concerns (OCT 2018) (15 U.S.C. 637(d)(2) and (3)).

☐ (17)(i) 52.219-9, Small Business Subcontracting Plan (SEP 2021) (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 (JUN 2020) of 52.219-9.

☐ (v) Alternate IV (SEP 2021) of 52.219-9.

☐ (18)(i) 52.219-13, Notice of Set-Aside of Orders (MAR 2020) (15 U.S.C. 644(r)).

☐ (ii) Alternate I (MAR 2020) of 52.219-13.

☐ (19) 52.219-14, Limitations on Subcontracting (SEP 2021) (15 U.S.C. 637(a)(14)).

☐ (20) 52.219-16, Liquidated Damages-Subcontracting Plan (SEP 2021) (15 U.S.C. 637(d)(4)(F)(i)).

☐ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (SEP 2021) (15 U.S.C. 657f).

☐ (22)(i) 52.219-28, Post-Award Small Business Program Rerepresentation (SEP 2021) (15 U.S.C. 632(a)(2)).

☐ (ii) Alternate I (MAR 2020) of 52.219-28.

☐ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (SEP 2021) (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 (SEP 2021) (15 U.S.C. 637(m)).

☐ (25) 52.219-32, Orders Issued Directly Under Small Business Reserves (MAR 2020) (15 U.S.C. 644(r)).

☐ (26) 52.219-33, Nonmanufacturer Rule (SEP 2021) (15 U.S.C. 637(a)(17)).

☒ (27) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).

☐ (28) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (JAN 2020) (E.O. 13126).

☒ (29) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

☒ (30)(i) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).

☐ (ii) Alternate I (FEB 1999) of 52.222-26.

☒ (31)(i) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).

☐ (ii) Alternate I (JUL 2014) of 52.222-35.

☐ (32)(i) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).

☐ (ii) Alternate I (JUL 2014) of 52.222-36.

☒ (33) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).

☐ (34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

☒ (35)(i) 52.222-50, Combating Trafficking in Persons (OCT 2020) (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).

☐ (36) 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.)

☐ (37)(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.)

☐ (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).

☐ (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).

☐ (40)(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.

☐ (41)(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.

[] (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (MAY 2020) (42 U.S.C. 8259b).

[] (43)(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] (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020) (E.O. 13513).

[] (45) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).

[] (46) 52.223-21, Foams (JUN 2016) (E.O. 13693).

[] (47)(i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

[] (ii) Alternate I (JAN 2017) of 52.224-3.

[] (48) 52.225-1, Buy American-Supplies (JAN 2021) (41 U.S.C. chapter 83).

[] (49)(i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (JAN 2021) (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 (JAN 2021) of 52.225-3.

[] (iii) Alternate II (JAN 2021) of 52.225-3.

[] (iv) Alternate III (JAN 2021) of 52.225-3.

[] (50) 52.225-5, Trade Agreements (OCT 2019) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

[X] (51) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

[] (52) 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).

[] (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).

[] (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).

[] (55) 52.229-12, Tax on Certain Foreign Procurements (FEB 2021).

[] (56) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

[] (57) 52.232-30, Installment Payments for Commercial Items (JAN 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

[X] (58) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (OCT 2018) (31 U.S.C. 3332).

[] (59) 52.232-34, Payment by Electronic Funds Transfer - Other than System for Award Management (JUL 2013) (31 U.S.C. 3332).

[] (60) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

[] (61) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

[] (62) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(13)).

[] (63)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. 55305 and 10 U.S.C. 2631).

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

[] (iii) Alternate II (FEB 2006) 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) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).

[] (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

[] (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (AUG 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

[] (4) 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).

[] (5) 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).

[] (6) 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).

[] (7) 52.222-55, Minimum Wages Under Executive Order 13658 (NOV 2020).

[] (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

[] (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) (42 U.S.C. 1792).

(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, as defined in FAR 2.101, on the date of award of this contract, 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 (JUN 2020) (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) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (JUL 2018) (Section 1634 of Pub. L. 115-91).

(iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2020) (Section 889(a)(1)(A) of Pub. L. 115-232).

(v) 52.219-8, Utilization of Small Business Concerns (OCT 2018) (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 the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

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

(viii) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).

(ix) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).

(x) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).

(xi) 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.

(xii) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).

(xiii) [X] (A) 52.222-50, Combating Trafficking in Persons (OCT 2020) (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).

(xiv) 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).

(xv) 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).

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

(xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (NOV 2020).

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

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

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

(xx) 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).

(xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. 55305 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

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

(End of clause)

C.23 52.216-18 ORDERING. (AUG 2020)

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

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

(c) A delivery order or task order is considered "issued" when-

(1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;

(2) If sent by fax, the Government transmits the order to the Contractor's fax number; or

(3) If sent electronically, the Government either-

(i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or

(ii) Distributes the delivery order or task order via email to the Contractor's email address.

(d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

(End of clause)

C.24 52.217-8 OPTION TO EXTEND SERVICES. (NOV 1999)

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

(End of clause)

C.25 52.227-14 RIGHTS IN DATA-GENERAL. (MAY 2014) - ALTERNATE II (DEC 2007)

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

Computer database or *database* means a collection of recorded information in a form capable of, and for the purpose of, being stored in, processed, and operated on by a computer. The term does not include computer software.

Computer software- (1) Means (i) Computer programs that comprise a series of instructions, rules, routines, or statements, regardless of the media in which recorded, that allow or cause a computer to perform a specific operation or series of operations; and

(ii) Recorded information comprising source code listings, design details, algorithms, processes, flow charts, formulas, and related material that would enable the computer program to be produced, created, or compiled.

(2) Does not include computer databases or computer software documentation.

Computer software documentation means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

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

Form, fit, and function data means data relating to items, components, or processes that are sufficient to enable physical and functional interchangeability, and data identifying source, size, configuration, mating and attachment characteristics, functional characteristics, and performance requirements. For computer software it means data identifying source, functional characteristics, and performance requirements but specifically excludes the source code, algorithms, processes, formulas, and flow charts of the software.

Limited rights means the rights of the Government in limited rights data as set forth in the Limited Rights Notice of paragraph (g)(3) if included in this clause.

Limited rights data means data, other than computer software, that embody trade secrets or are commercial or financial and confidential or privileged, to the extent that such data pertain to items, components, or processes developed at private expense, including minor modifications.

Restricted computer software means computer software developed at private expense and that is a trade secret, is commercial or financial and confidential or privileged, or is copyrighted computer software, including minor modifications of the computer software.

Restricted rights, as used in this clause, means the rights of the Government in restricted computer software, as set forth in a Restricted Rights Notice of paragraph (g) if included in this clause, or as otherwise may be provided in a collateral agreement incorporated in and made part of this contract, including minor modifications of such computer software.

Technical data, means recorded information (regardless of the form or method of the recording) of a scientific or technical nature (including computer databases and computer software documentation). This term does not include computer software or financial, administrative, cost or pricing, or management data or other information incidental to contract administration. The term includes recorded information of a scientific or technical nature that is included in computer databases. (See 41 U.S.C. 116).

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

(b) *Allocation of rights.* (1) Except as provided in paragraph (c) of this clause, the Government shall have unlimited rights in-

- (i) Data first produced in the performance of this contract;
- (ii) Form, fit, and function data delivered under this contract;

(iii) Data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and

(iv) All other data delivered under this contract unless provided otherwise for limited rights data or restricted computer software in accordance with paragraph (g) of this clause.

(2) The Contractor shall have the right to-

(i) Assert copyright in data first produced in the performance of this contract to the extent provided in paragraph (c)(1) of this clause;

(ii) Use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, unless provided otherwise in paragraph (d) of this clause;

(iii) Substantiate the use of, add, or correct limited rights, restricted rights, or copyright notices and to take other appropriate action, in accordance with paragraphs (e) and (f) of this clause; and

(iv) Protect from unauthorized disclosure and use those data that are limited rights data or restricted computer software to the extent provided in paragraph (g) of this clause.

(c) *Copyright-* (1) Data first produced in the performance of this contract. (i) Unless provided otherwise in paragraph (d) of this clause, the Contractor may, without prior approval of the Contracting Officer, assert copyright in scientific and technical articles based on or containing data first produced in the performance of this contract and published in academic, technical or professional journals, symposia proceedings, or similar works. The prior, express written permission of the Contracting Officer is required to assert copyright in all other data first produced in the performance of this contract.

(ii) When authorized to assert copyright to the data, the Contractor shall affix the applicable copyright notices of 17 U.S.C. 401 or 402, and an acknowledgment of Government sponsorship (including contract number).

(iii) For data other than computer software, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly by or on behalf of the Government. For computer software, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license in such copyrighted computer software to reproduce, prepare derivative works, and perform publicly and display publicly (but not to distribute copies to the public) by or on behalf of the Government.

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

(i) Identifies the data; and

(ii) Grants to the Government, or acquires on its behalf, a license of the same scope as set forth in paragraph (c)(1) of this clause or, if such data are restricted computer software, the Government shall acquire a copyright license as set forth in paragraph (g)(4) of this clause (if included in this contract) or as otherwise provided in a collateral agreement incorporated in or made part of this contract.

(3) Removal of copyright notices. The Government will not remove any authorized copyright notices placed on data pursuant to this paragraph (c), and will include such notices on all reproductions of the data.

(d) *Release, publication, and use of data.* The Contractor shall have the right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, except-

(1) As prohibited by Federal law or regulation (e.g., export control or national security laws or regulations);

(2) As expressly set forth in this contract; or

(3) If the Contractor receives or is given access to data necessary for the performance of this contract that contain restrictive markings, the Contractor shall treat the data in accordance with such markings unless specifically authorized otherwise in writing by the Contracting Officer.

(e) *Unauthorized marking of data.* (1) Notwithstanding any other provisions of this contract concerning inspection or acceptance, if any data delivered under this contract are marked with the notices specified in paragraph (g)(3) or (g) (4) if included in this clause, and use of the notices is not authorized by this clause, or if the data bears any other restrictive or limiting markings not authorized by this contract, the Contracting Officer may at any time either return the data to the Contractor, or cancel or ignore the markings. However, pursuant to 41 U.S.C. 4703, the following procedures shall apply prior to canceling or ignoring the markings.

(i) The Contracting Officer will make written inquiry to the Contractor affording the Contractor 60 days from receipt of the inquiry to provide written justification to substantiate the propriety of the markings;

(ii) If the Contractor fails to respond or fails to provide written justification to substantiate the propriety of the markings within the 60-day period (or a longer time approved in writing by the Contracting Officer for good cause shown), the Government shall have the right to cancel or ignore the markings at any time after said period and the data will no longer be made subject to any disclosure prohibitions.

(iii) If the Contractor provides written justification to substantiate the propriety of the markings within the period set in paragraph (e)(1)(i) of this clause, the Contracting Officer will consider such written justification and determine whether or not the markings are to be cancelled or ignored. If the Contracting Officer determines that the markings are authorized, the Contractor will be so notified in writing. If the Contracting Officer determines, with concurrence of the head of the contracting activity, that the markings are not authorized, the Contracting Officer will furnish the Contractor a written determination, which determination will become the final agency decision regarding the appropriateness of the markings unless the Contractor files suit in a court of competent jurisdiction within 90 days of receipt of the Contracting Officer's decision. The Government will continue to abide by the markings under this paragraph (e)(1)(iii) until final resolution of the matter either by the Contracting Officer's determination becoming final (in which instance the Government will thereafter have the right to cancel or ignore the markings at any time and the data will no longer be made subject to any disclosure prohibitions), or by final disposition of the matter by court decision if suit is filed.

(2) The time limits in the procedures set forth in paragraph (e)(1) of this clause may be modified in accordance with agency regulations implementing the Freedom of Information Act (5 U.S.C. 552) if necessary to respond to a request thereunder.

(3) Except to the extent the Government's action occurs as the result of final disposition of the matter by a court of competent jurisdiction, the Contractor is not precluded by paragraph (e) of the clause from bringing a claim, in accordance with the Disputes clause of this contract, that may arise as the result of the Government removing or ignoring authorized markings on data delivered under this contract.

(f) *Omitted or incorrect markings.* (1) Data delivered to the Government without any restrictive markings shall be deemed to have been furnished with unlimited rights. The Government is not liable for the disclosure, use, or reproduction of such data.

(2) If the unmarked data has not been disclosed without restriction outside the Government, the Contractor may request, within 6 months (or a longer time approved by the Contracting Officer in writing for good cause shown) after delivery of the data, permission to have authorized notices placed on the data at the Contractor's expense. The Contracting Officer may agree to do so if the Contractor-

- (i) Identifies the data to which the omitted notice is to be applied;
- (ii) Demonstrates that the omission of the notice was inadvertent;
- (iii) Establishes that the proposed notice is authorized; and

(iv) Acknowledges that the Government has no liability for the disclosure, use, or reproduction of any data made prior to the addition of the notice or resulting from the omission of the notice.

(3) If data has been marked with an incorrect notice, the Contracting Officer may-

(i) Permit correction of the notice at the Contractor's expense if the Contractor identifies the data and demonstrates that the correct notice is authorized; or

(ii) Correct any incorrect notices.

(g) *Protection of limited rights data and restricted computer software.* (1) The Contractor may withhold from delivery qualifying limited rights data or restricted computer software that are not data identified in paragraphs (b)(1)(i), (ii), and (iii) of this clause. As a condition to this withholding, the Contractor shall-

(i) Identify the data being withheld; and

(ii) Furnish form, fit, and function data instead.

(2) Limited rights data that are formatted as a computer database for delivery to the Government shall be treated as limited rights data and not restricted computer software.

(3) Notwithstanding paragraph (g)(1) of this clause, the contract may identify and specify the delivery of limited rights data, or the Contracting Officer may require by written request the delivery of limited rights data that has been withheld or would otherwise be entitled to be withheld. If delivery of that data is required, the Contractor shall affix the following "Limited Rights Notice" to the data and the Government will treat the data, subject to the provisions of paragraphs (e) and (f) of this clause, in accordance with the notice:

LIMITED RIGHTS NOTICE (DEC 2007)

(a) These data are submitted with limited rights under Government Contract No. [] (and subcontract [], if appropriate). These data may be reproduced and used by the Government with the express limitation that they will not, without written permission of the Contractor, be used for purposes of manufacture nor disclosed outside the Government; except that the Government may disclose these data outside the Government for the following purposes, if any; provided that the Government makes such disclosure subject to prohibition against further use and disclosure: [](Agencies may list additional purposes as set forth in 27.404-2(c)(1) or if none, so state.)

(b) This notice shall be marked on any reproduction of these data, in whole or in part.

(End of notice)

(h) *Subcontracting.* The Contractor shall obtain from its subcontractors all data and rights therein necessary to fulfill the Contractor's obligations to the Government under this contract. If a subcontractor refuses to accept terms affording the Government those rights, the Contractor shall promptly notify the Contracting Officer of the refusal and shall not proceed with the subcontract award without authorization in writing from the Contracting Officer.

(i) *Relationship to patents or other rights.* Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government.

(End of clause)

C.26 52.232-22 LIMITATION OF FUNDS. (APR 1984)

(a) The parties estimate that performance of this contract will not cost the Government more than (1) the estimated cost specified in the Schedule or, (2) if this is a cost-sharing contract, the Government's share of the estimated cost specified in the Schedule. The Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within the estimated cost, which, if this is a cost-sharing contract, includes both the Government's and the Contractor's share of the cost.

(b) The Schedule specifies the amount presently available for payment by the Government and allotted to this contract, the items covered, the Government's share of the cost if this is a cost-sharing contract, and the period of performance it is estimated the allotted amount will cover. The parties contemplate that the Government will allot additional funds incrementally to the contract up to the full estimated cost to the Government specified in the Schedule, exclusive of any fee. The Contractor agrees to perform, or have performed, work on the contract up to the point at which the total amount paid and payable by the Government under the contract approximates but does not exceed the total amount actually allotted by the Government to the contract.

(c) The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that the costs it expects to incur under this contract in the next 60 days, when added to all costs previously incurred, will exceed 75 percent of (1) the total amount so far allotted to the contract by the Government or, (2) if this is a cost-sharing contract, the amount then allotted to the contract by the Government plus the Contractor's corresponding share. The notice shall state the estimated amount of additional funds required to continue performance for the period specified in the Schedule.

(d) Sixty days before the end of the period specified in the Schedule, the Contractor shall notify the Contracting Officer in writing of the estimated amount of additional funds, if any, required to continue timely performance under the contract or for any further period specified in the Schedule or otherwise agreed upon, and when the funds will be required.

(e) If, after notification, additional funds are not allotted by the end of the period specified in the Schedule or another agreed-upon date, upon the Contractor's written request the Contracting Officer will terminate this contract on that date in accordance with the provisions of the Termination clause of this contract. If the Contractor estimates that the

funds available will allow it to continue to discharge its obligations beyond that date, it may specify a later date in its request, and the Contracting Officer may terminate this contract on that later date.

(f) Except as required by other provisions of this contract, specifically citing and stated to be an exception to this clause (1) the Government is not obligated to reimburse the Contractor for costs incurred in excess of the total amount allotted by the Government to this contract and (2) the Contractor is not obligated to continue performance under this contract (including actions under the Termination clause of this contract) or otherwise incur costs in excess of (i) the amount then allotted to the contract by the Government or (ii) if this is a cost-sharing contract, the amount then allotted by the Government to the contract plus the Contractor's corresponding share, until the Contracting Officer notifies the Contractor in writing that the amount allotted by the Government has been increased and specifies an increased amount, which shall then constitute the total amount allotted by the Government to this contract.

(g) The estimated cost shall be increased to the extent that (1) the amount allotted by the Government or, (2) if this is a cost-sharing contract, the amount then allotted by the Government to the contract plus the Contractor's corresponding share, exceeds the estimated cost specified in the Schedule. If this is a cost-sharing contract, the increase shall be allocated in accordance with the formula specified in the Schedule.

(h) No notice, communication, or representation in any form other than that specified in subparagraph (f)(2) above, or from any person other than the Contracting Officer, shall affect the amount allotted by the Government to this contract. In the absence of the specified notice, the Government is not obligated to reimburse the Contractor for any costs in excess of the total amount allotted by the Government to this contract, whether incurred during the course of the contract or as a result of termination.

(i) When and to the extent that the amount allotted by the Government to the contract is increased, any costs the Contractor incurs before the increase that are in excess of (1) The amount previously allotted by the Government or (2) if this is a cost-sharing contract, the amount previously allotted by the Government to the contract plus the Contractor's corresponding share, shall be allowable to the same extent as if incurred afterward, unless the Contracting Officer issues a termination or other notice and directs that the increase is solely to cover termination or other specified expenses.

(j) Change orders shall not be considered an authorization to exceed the amount allotted by the Government specified in the Schedule, unless they contain a statement increasing the amount allotted.

(k) Nothing in this clause shall affect the right of the Government to terminate this contract. If this contract is terminated, the Government and the Contractor shall negotiate an equitable distribution of all property produced or purchased under the contract, based upon the share of costs incurred by each.

(I) If the Government does not allot sufficient funds to allow completion of the work, the Contractor is entitled to a percentage of the fee specified in the Schedule equalling the percentage of completion of the work contemplated by this contract.

(End of clause)

C.27 52.252-2 CLAUSES INCORPORATED BY REFERENCE. (FEB 1998)

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

(End of clause)

D - Contract Documents, Exhibits and Attachments

| Attachment Number | Title | Date | Number of Pages |
|------------------------------|--|-------------|--------------------------------|
| 1 | Attachment 1: Pressurized Water Reactor Maintenance Training Overview Course Statement of Work | 09/17/2021 | 19 |
| 2 | Attachment 2: IPP Billing Instructions for Fixed Price Contracts | 07/05/2017 | 2 |

STATEMENT OF WORK

Pressurized Water Reactor Maintenance Training Overview Course

Contents

- S.1 Title of Project
- S.2 Background
- S.3 Objective
- S.4 Scope of Work/Tasks
- S.5 Reporting Requirements
- S.6 List of Deliverables
- S.7 Required Materials/Facilities
- S.8 Release of Publications
- S.9 Place of Performance
- S.10 Recognized Holidays
- S.11 Hours of Operation
- S.12 Certification and License Requirements
- S.13 Personnel Qualification Requirements
- S.14 Contractor Travel
- S.15 Incremental Development for Software
- S.16 Section 508 – Information and Communication Technology Accessibility
- S.17 Applicable Publications (Current Editions)

S.1 Title of Project

Pressurize Water Reactor (PWR) Maintenance Training Overview Course (R-802P).

S.2 Background

The U.S. Nuclear Regulatory Commission (NRC) inspects the facilities of licensees to determine whether facility operations and maintenance are conducted in compliance with license provisions and to identify conditions that might adversely affect the health and safety of the public or the environment.

Refueling outages occur frequently at U.S. commercial nuclear power plants to replace spent fuel with fresh new nuclear fuel and to perform various maintenance inspections of safety-related systems. Operations, maintenance and testing are inspected during routine baseline Reactor Oversight Process inspections, reactive inspections and supplemental inspections during refueling outages.

In support of this mission, the NRC's Office of the Chief Human Capital Officer (OCHCO) conducts a program of training designed to give NRC staff technical information and hands-on experience with refueling operations and maintenance activities. The course improves the NRC inspector's ability to conduct in-depth inspections and design reviews of NRC-licensed facilities to determine whether applicable codes and standards are met.

S.3 Objective

The objective of this contract is to update and present a course that will provide NRC inspectors with the technical training necessary to satisfy program requirements in the following topical areas:

- Fuel receipt and inspection
- Fuel equipment operation
- Reactor vessel disassembly and reassembly
- Fuel movement during refueling operations
- Control rod replacement
- Pressurized water reactor in-vessel inspections
- Reactor coolant pump maintenance.
- Control rod drive mechanism operation and maintenance
- Overview of current digital control and protection systems
- Inspection of U-tube steam generators

These activities are all designed to facilitate the inspection of pressurized water reactor licensees in accordance with IP 71111.20.

S.4 Scope of Work/Tasks

The contractor shall provide all resources necessary to accomplish the tasks and deliverables described in this Statement of Work (SOW). The contractor shall provide 5-day training courses entitled, "Pressurize Water Reactor (PWR) Maintenance Training Overview."

The contractor shall furnish the qualified personnel, facilities, instructional materials, and services necessary to prepare and teach the five-day "PWR Maintenance Training Overview" course as ordered by the NRC. The course will be held at an appropriate facility and the facility shall be equipped with the necessary refueling equipment mockups, reactor vessel head training aids, steam generator mockups, reactor coolant pump seal removal capability, digital safety and control cabinets, and portable equipment to support this training. The NRC reserves the right to visit the proposed training facility prior to a contract award.

S.4.1 Course Description

The PWR Maintenance Training Overview Course (R802P) course goals shall be accomplished through a combination of hands on operation and demonstrations using actual equipment or mockups. This course will be a five-day course taught by a minimum of two (2) instructors. Classroom presentations shall be provided in support of the practical exercises as needed to enhance the training and provide industry operating experience. In particular, the course shall include:

Materials Delivered by Classroom Presentation:

- a. Fuel receipt and inspection including expected radiation levels of new fuel versus spent fuel and foreign material exclusion practices.
- b. Preparations for refueling, including vessel head stud de-tensioning, vessel head removal, reactor cavity seal installation, flooding of refueling cavity and transfer canal, control rod drive shaft unlatching, upper internals removal, testing of equipment, and other Technical Specification requirements.
- c. Reactor vessel reassembly, including replacement of reactor vessel O-rings.
- d. Inspection of reactor vessel top and bottom head penetrations and pressurizer penetrations, including methods of repairing any leaking penetrations.
- e. Control rod drive mechanism operation demonstrated by a mockup to move a control rod drive shaft. This will also include a review of the rod control power supply and rod control system.
- f. Inspection of U-tube steam generators, including hands-on use and/or demonstrations of eddy current testing equipment, plugging of defective steam generator tubes, steam generator cleaning procedures, hideout testing, and nozzle dam design, installation, and use.
- g. Overview of current digital control and protection systems used in the commercial nuclear power industry including a demonstration of the panels in operation.

Hands-On Training/Active Demonstrations:

(Note: The following activities may include some classroom supporting material, but should be done primarily as hands on training for the students or active demonstrations.)

- a. Fuel movement, including hands-on training with equipment involved in fuel movement, such as up-ender, bridge and trolley operations, use of long and short fuel handling tools, use of other refueling tools (burnable poison rod assembly handling tool, thimble plug handling tool, etc.), use of procedures, 1/m plots, and status tracking methods.

- b. Control rod drive mechanism operation demonstrated by a mockup to move a control rod drive shaft. This will also include a review of the rod control power supply and rod control system.
- c. Reactor coolant pump maintenance, including hands-on and/or demonstrations of an actual or model seal package. This should also include discussions of any advancement in seal designs.
- d. Inspection of U-tube steam generators, including hands-on use and/or demonstrations of eddy current testing equipment, plugging of defective steam generator tubes, steam generator cleaning procedures, hideout testing, and nozzle dam design, installation, and use.
- e. A demonstration of current digital control and protection systems using simulated input signals to show the panels in operation.

Any changes in, additions to, or deletions from the subjects listed above shall be permitted with the concurrence of the NRC Contracting Officer Representative (COR). The final content shall be approved by the NRC COR.

S.4.2 Specific Tasks

Task 1 - Participate in a Post-Award Kickoff Meeting

Within thirty (30) days of contract award, a meeting will be held at the Contractor's facility with the NRC COR and contractor technical representatives to discuss the course outline, lesson objectives, material preparation, facility for presentation, and any other information required for course presentation.

Within seven (7) calendar days after attending the Post Award meeting, the Contractor shall prepare a written summary of the meeting (in MS Word format) and submit it to the COR (via email is acceptable.) The written summary shall include the following items at a minimum:

- Identification of meeting participants from NRC and Contractor;
- Meeting minutes that clearly describe the discussions that took place at the meeting;
- List of any action items

Task 2 – Perform Initial Course Update

The contractor shall perform an initial course update following contract award. The information for the course should be taken as much as possible from existing similar courses taught to utility personnel. New material should be developed as necessary. For the conversion of existing material, it is anticipated that it will take five (5) hours of effort for each hour of classroom presentation. For the development of new material, it is anticipated that it will take ten (10) hours of effort for each hour of practical exercises or classroom presentation.

The contractor shall provide the following in support of the deliverables associated with Task 2:

- A detailed course schedule, including a breakdown of course topics and time spent on each topic.
- A detailed course outline including objectives and setting(s) for each training topic.
- A bound copy of the student handout materials that will be used during course presentation. These materials will be prepared using Contractor resources and facilities. These materials will be corrected for errors after the NRC COR reviews each presentation.
- A copy of the instructor guide that includes the learning objectives for each topic, a description of each training aid, mockup or piece of equipment, a formal lesson plan for each lecture, exercise or demonstration and any visual aids that will be used for the course. These materials will be prepared using Contractor resources and facilities. These materials will be corrected for errors after the NRC COR reviews each presentation.
- A detailed map and driving directions to the facility, including potential lodging areas for the students.

Task 3 – Conduct Training Sessions

The contractor shall provide the following in support Task 3:

A. Training Facility

A satisfactory facility to provide the training that includes as a minimum:

- A wet and/or dry reactor vessel and wet and/or dry fuel pool for hands on/ demonstration of fuel movement, control rod replacement.
- Up-ender mechanism to demonstrate moving fuel from the refueling canal to the spent fuel pool.
- A mockup or real reactor coolant pump seal package for hands-on demonstration of seal design and repair.
- A mockup or real U-tube steam generator to demonstrate nozzle dam installation /removal and U-tube steam generator maintenance/testing.
- Equipment panels containing digital protection and control systems currently used in the existing commercial nuclear power industry and new nuclear reactor plants.
- Examples of all tooling used in the classroom and demonstration portions of the class.
- Visual aids to support the presentation of all material for mockups, real equipment and if needed lectures.

B. Instructors

The course shall be conducted by a minimum of two (2) assigned course instructors, who shall have broad technical experience with the refueling and maintenance tasks of pressurized water reactors. This experience shall include the performance of maintenance, refueling tasks, and surveillances on tasks listed in this statement of work.

The course instructors shall with expertise in refueling and maintenance outage activities. As a minimum, these instructors shall have the following areas of combined experience/expertise:

- Instructor certification and a minimum of five (5) years of experience in the classroom laboratory environment.
- Extensive knowledge of outage activities, including surveillance and maintenance activities on U-tube steam generators, control rod drive mechanism and /control rod replacement and reactor coolant pump seal maintenance.
- Practical experience as a refueling floor supervisor or senior reactor operator is preferred, but not required.
- Knowledge of the use and basis of pressurized water reactor Technical Specifications as they apply to the refueling environment.

The NRC COR will approve the assigned instructors at the time the contract is issued. Any changes to the instruction staff after the contract is issued must meet the above minimum standards and be approved by the NRC COR.

The instructors shall arrive at least thirty (30) minutes prior to the scheduled course commencement time each day to ensure proper set up and familiarization with classroom equipment.

C. Training Materials

The contractor shall provide training materials for each student including: a student manual which shall include learning objectives for each section, a copy of relevant industry standards and NRC documents (e.g., Regulatory Guides, Generic Communications, and policy documents) relevant to the subject matter; a copy of relevant view-graphs used during the course presentation and not already provided in the student manual; applicable case histories; and all handouts, (i.e., material not included 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.

The contractor shall revise the course materials prior to the delivery of each course for current code/standards updates as well as update the course materials post-course to incorporate any feedback/lessons-learned on the course. The contractor shall provide the COR copies of the revised student and instructor materials after each course presentation.

D. Student Feedback Report

At the end of each course offering the instructors shall collect any student feedback forms and shall submit a written Student Feedback Report to the COR on the course offering as well as a copy of the student feedback forms. This Student Feedback Report shall summarize and categorize the information contained in the student feedback forms and shall also provide recommendations as to which information from the student feedback forms shall be incorporated into future course offerings. The Student Feedback Report shall be submitted to the COR within thirty (30) calendar days of completion of the course offering.

The dates for each course offering shall be negotiated based on contractor and NRC attendee availability. The class shall commence and end at the standard time determined by the COR and contractor, subsequent to contract award. Typically, the NRC classes start at 8:00 AM (local start time) and end approximately 4:15 PM local time. During the training, the contractor shall offer a one-hour break for lunch and short breaks (about 10 minutes) after approximately every hour of instruction.

The class size shall not exceed twelve (12) students per session. The COR or other COR-approved individual may attend the course at any time to monitor/observe the class and shall not count against the twelve student maximum.

S.4.3 General Information/Requirements

1. The maximum class size for the course shall be 12 attendees. The COR or his/her designee may also attend to monitor the course but shall not be counted amongst the 12 attendees.
2. Student background and experience may vary. The contractor should not assume any in-depth experience with refueling activities.
3. All student manuals shall be prepared in the Microsoft Word 2010 or newer. Course presentations shall be prepared in Microsoft PowerPoint 2010 or newer.
4. The COR will be responsible for preparing course announcements and registering students.
5. The contractor shall ship course materials to the attendees following a course, and all costs therein including packaging materials and shipping costs are the contractor's responsibility.
6. The NRC may supplement course presentations with NRC experts. 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 COR. If any portion of the course is taught by NRC or invited guest speakers, the NRC will furnish the training materials (texts, presentations, etc.) for those guest lectures.

7. The contractor shall not accept any direction or tasking from anyone other than the COR or Contracting Officer (CO). If the contractor is contacted by anyone else regarding performance of work under this contract, the contractor shall refer the individual to the COR and notify the COR via e-mail.
8. The COR may authorize the contractor to discuss issues relating to the performance of work under this contract with other individuals. However, the COR shall not authorize any discussions concerning activities which are outside of the scope of this contract. No discussions between the contractor and any other individual permitted by the COR shall involve the commitment of funds. The contractor shall only initiate work upon the written authorization of the COR. Any work not identified in the contract must be reviewed and approved by a written modification signed by the NRC CO. If anyone else attempts to authorize such activity, the contractor shall ignore the request and notify the COR immediately.
9. The contractor shall not solicit materials or pre-decisional information from course attendees. All requests for materials shall be submitted to the COR in writing.
10. Information clearly showing the training facility and nearby lodging available to the students. This shall be provided to the NRC COR sixty (60) days prior to the course.

S.4.4 Course Scheduling, Cancellation, and Location

A minimum of one (1) R-802P PWR Maintenance Overview Course will be requested during the entire period of performance of this contract.

Exact course dates shall be arranged between the COR and the contractor and confirmed by written work order from the COR to the contractor (email is permissible). An example work order is provided in Attachment 1 –Sample Work Order.

The NRC may reschedule or cancel any session by written notification to the contractor, without obligation to the government, should the NRC determine no later than fourteen (14) days prior to the time a course session is to begin that the need is insufficient to conduct the training or some other unanticipated event has occurred.

S.5 Reporting Requirements

S.5.1 Final Report

The contractor shall furnish a final report by the end date of the contract or within thirty (30) days of the final course presentation whichever is later. The report shall be sent to the COR and a copy to the Contract Specialist. The report shall include as a minimum:

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

The contractor shall also return to the COR all government furnished materials and shall transfer all materials developed by the contractor at the expense of the government to the COR. Training materials shall be provided in both electronic (original format such as Microsoft Word and PowerPoint not PDF) and paper copy.

S.6 List of Deliverables

| Section # | Deliverable | Format | Due Date | Requirement | Submit to |
|------------------|--|---|---|---|------------------|
| Task 1 | Post-Award Kickoff Meeting Written Summary | Electronic – MS Office Word compatible with NRC's MS Office Word | Within seven (7) calendar days after attending the Post Award meeting | See Task 1 | COR |
| Task 2 | Draft Initial Course Update | Electronic (MS PowerPoint) & hard copy | No Later Than (NLT) 40 calendar days prior to course delivery date | Recommendations for course material changes reflect any changes in regulatory rules, emergent industry events and COR input | COR |
| Task 2 | Final Initial Course Update | Electronic (Adobe Acrobat - .pdf on CD or DVD) or alternative COR-approved delivery method (i.e., zip file emailed) & hard copy | NLT 20 calendar days prior to course delivery date | Course material shall be accurate and complete and shall contain all COR approved changes | COR |
| Task 3 | Course Revisions | Electronic (MS PowerPoint) & hard copy | NLT 60 calendar days prior to next course delivery date | Recommendations for course material changes reflect any changes in regulatory rules, emergent industry events and COR input | COR |
| Task 3 | Student | Electronic – | NLT 30 | All student | COR |

| | | | | | |
|--------|---|---|--|---|-----|
| | Feedback Report with a copy of the student feedback forms | MS Office Word compatible with NRC's MS Office Word | calendar days after completion of course delivery | feedback is reviewed, summarized, categorized, and includes recommendations for future course offerings | |
| Task 3 | Post Training Session Material Delivery | Electronic (Adobe Acrobat - .pdf on CD or DVD) or alternative COR-approved delivery method (i.e., zip file emailed) & hard copy | NLT 45 calendar days after completion of course delivery | Course material shall be accurate and complete and shall contain all COR approved changes | COR |
| S.5.1 | Final Report | By the end of the period of performance of the contract or within thirty (30) days following the last course presentation, whichever is later | Word | COR | |

S.7 Required Materials, Facilities, Hardware/Software

The contractor shall provide a training facility that includes the following:

- a reactor vessel mockup,
- a wet and/or dry pool area for refueling activities,
- mock-up for reactor coolant pump seal replacement, including an actual reactor coolant pump seal,
- mockup for steam generator nozzle dam installation/removal and eddy current testing demonstration,
- all tooling associated with the activities listed in the S.4, scope of work.

The contractor shall provide all necessary instructional materials including student manuals, instructor manuals, handouts and audio-visual media for the conduct of the class (not more than 12 per class). A single copy of all these materials shall be provided to the NRC COR in both electronic format and hard copy. The software used by the contractor shall be compatible with the software used by the COR (e.g. MS Office 2010 software suite) at the time the materials are provided. All of the materials used during the training (e.g., manuals, visual aids etc.) shall become the property of the NRC. The NRC retains rights to these materials and may distribute them to anyone without restriction. Should the contractor designate the training material as proprietary, then the NRC will ensure that the proper proprietary restrictions are followed.

S.8 Release of Publications

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

S.9 Place of Performance

In order to optimize the hands-on aspects of the course, this class shall be held at the contractor's facility, at a location to be approved by the COR. The facility will be sized and outfitted such that it can be used to conduct training for twelve (12) students.

Any work tasks associated with the development or revision of training materials shall be conducted at the contractor's facilities. No NRC office space or equipment will be provided to the contractor for performance of tasks associated with the development, production, or revision of training materials.

S.10 Recognized Holidays

The contractor is not required to perform services on Federal holidays.

S.11 Hours of Operation

The contractor is responsible for conducting business Monday through Friday except Federal holidays.

S.12 Certification and License Requirements

Not Applicable.

S.13 Contractor Personnel Qualification Requirements

The contract instructors shall have broad technical experience with the refueling and maintenance tasks for pressurized water reactors. They shall be experienced in providing instruction to individuals who have little practical experience in refueling operations, surveillance and maintenance activities. As a minimum, these instructors shall have the following areas of combined experience/expertise:

- Instructor certification and a minimum of five years of experience in the classroom, on-the-job training or laboratory environment.

- Extensive knowledge of outage activities, including surveillance and maintenance activities on reactor coolant pumps, control rod drive mechanism and /control rod replacement, and steam generator inspections.
- Practical experience as a maintenance supervisor.
- Practical experience as a refueling floor supervisor or senior reactor operator is preferred, but not required.
- Knowledge of the use and basis of pressurized water reactor Technical Specifications as they apply to the refueling environment.
- Knowledge and experience with the following:
 - Applicable codes and standards related to reactor licensing (e.g., 10 CFR Part 50, 10 CFR Part 52, 10 CFR Part 54, RG 1.186, NEI 97-04, etc.);
 - NRC Regulatory requirements applicable to reactor licensing;
 - Case histories of issues relevant to reactor licensing activities pertinent to US commercial nuclear power plants.

The instructors shall be expected to:

- a. Maintain control of the learning time so that the presentation of information, key points and course objectives are met, and reasonable breaks are provided within the overall course schedule.
- b. Control distractions, such as questions that are of minimal interest to the class as a whole and that can be answered later and/or individually.
- c. Observe the effect of the instruction on the class and reasonably attempt to clarify, provide examples, or in some way, direct the course to help correct problems and improve the participant's opportunity to learn.
- d. Improve materials and correct errors or other problems that may occur during a course.

The NRC COR shall approve the assigned instructors at the time the contract is issued. Any changes to the instruction staff after the contract is issued must meet the above minimum standards and be approved by the NRC COR.

S.14 Contractor Travel

No contractor travel required.

S.15 Incremental Development for Software

Not Applicable.

S.16 Section 508 – Information and Communication Technology Accessibility

S.16.1 Introduction

In December 2000, the Architectural and Transportation Barriers Compliance Board (Access Board) pursuant to Section 508(2)(A) of the Rehabilitation Act Amendments of 1998, established electronic and information technology (EIT) accessibility standards for the federal government.

The Standards for Section 508 of the Rehabilitation Act (codified at [36 CFR § 1194](#)) were revised by the Access Board, published on January 18, 2017 and minor corrections were made on January 22, 2018, effective March 23, 2018.

The Revised 508 Standards have replaced the term EIT with information and communication technology (ICT). ICT is information technology (as defined in [40 U.S.C. 11101\(6\)](#)) and other equipment, systems, technologies, or processes, for which the principal function is the creation, manipulation, storage, display, receipt, or transmission of electronic data and information, as well as any associated content. Examples of ICT include, but are not limited to: Computers and peripheral equipment; information kiosks and transaction machines; telecommunications equipment; customer premises equipment; multifunction office machines; software; applications; Web sites; videos; and, electronic documents.

The text of the Revised 508 Standards can be found in 36 CFR § 1194.1 and in Appendices A, C and D of 36 CFR § 1194 (at https://www.ecfr.gov/cgi-bin/text-idx?SID=caeb8ddcea26ba5002c2eea047698e85&mc=true&tpl=/ecfrbrowse/Title36/36cfr1194_main_02.tpl).

S.16.2 General Requirements

In order to help the NRC comply with Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794d)(Section 508), the Contractor shall ensure that its deliverables (both products and services) within the scope of this contract/order are

1. in conformance with, and
2. support the requirements of the Standards for Section 508 of the Rehabilitation Act, as set forth in Appendices A, C and D of 36 CFR § 1194.

S.16.3 Applicable Provisions of the Revised 508 Standards

The following is an outline of the Revised 508 Standards that identifies what provisions are always applicable and which ones may be applicable. If “Maybe” is stated in the table below, then those provisions are applicable only if they are within the scope of this acquisition.

| Applicable to the Contract/Order? | Provision of 36 CFR Part 1194 |
|--|---|
| Yes | 1. Appendix A to Part 1194 – Section 508 of the Rehabilitation Act: Application and Scoping Requirements |
| Yes | <ul style="list-style-type: none"> ○ Section 508 Chapter 1: Application and Administration - <i>sets forth general application and administration provisions</i> |
| Yes | <ul style="list-style-type: none"> ○ Section 508 Chapter 2: Scoping Requirements - <i>containing scoping requirements (which, in turn, prescribe which ICT – and, in some cases, how many – must comply with the technical specifications)</i> |

| Applicable to the Contract/Order? | Provision of 36 CFR Part 1194 |
|-----------------------------------|--|
| Maybe | 2. Appendix C to Part 1194 – Functional Performance Criteria and Technical Requirements |
| Maybe | <ul style="list-style-type: none"> Chapter 3: Functional Performance Criteria – <i>applies to ICT where required by 508 Chapter 2 (Scoping Requirements) and where otherwise referenced in any other chapter of the Revised 508 Standards</i> |
| Maybe | <ul style="list-style-type: none"> Chapter 4: Hardware |
| Maybe | <ul style="list-style-type: none"> Chapter 5: Software |
| Maybe | <ul style="list-style-type: none"> Chapter 6: Support Documentation and Services (<i>applicable to, but not limited to, help desks, call centers, training services, and automated self-service technical support</i>) (<u>Always applies if Chapters 4 or 5 apply</u>) |
| Yes | <ul style="list-style-type: none"> Chapter 7: Referenced Standards |
| Maybe | 3. Appendix D to Part 1194 – Electronic and Information Technology Accessibility Standards as Originally Published on December 21, 2000 |

Refer to Chapter 2 (Scoping Requirements) first to confirm what provisions in Appendix C apply in a particular case.

Section E203.2 applies only to the NRC, except as specified below.

S.16.4 Exceptions

S.16.4.1 Legacy ICT

Unless a deliverable of this contract/order is identified in this contract/order as Legacy ICT, use by the Contractor of the *Legacy ICT* general exception (section E202.2 of 36 CFR § 1194) shall only be permitted on a case-by-case basis for applicable legacy ICT and with advance written approval from the COR.

S.16.4.2 Undue Burden

The *Undue Burden* general exception (section E202.6 of 36 CFR § 1194) is not expected to be applicable to work performed by the Contractor. If there are questions about potential application of this exception please discuss with the CO.

S.16.4.3 Fundamental Alteration or Best Meets

If the Contractor wishes to use the *Fundamental Alteration* (section E202.6 of 36 CFR § 1194) or *Best Meets* (section E202.7 of 36 CFR § 1194) general exceptions the Contractor shall do

the following:

1. provide the COR with information necessary to support the agency's documentation requirements, as identified in sections E202.6.2 and E202.7.1 of 36 CFR § 1194, respectively
2. request and obtain written approval from the COR for development and/or use, as applicable to the scope of the contract/order, of an alternative means for providing individuals with disabilities access to and use of the information and data, as specified in sections E202.6.3 and E202.7.2 of 36 CFR § 1194, respectively.

S.16.4.4 National Security Systems

Based on the definition at [40 U.S.C. 11103\(a\)](#), the *National Security Systems* general exception (section E202.3 of 36 CFR § 1194) is not applicable to this contract/order.

S.16.4.5 ICT Functions Located in Maintenance or Monitoring Spaces

The Contractor shall confirm with the COR that an ICT deliverable of this contract/order will be located in maintenance or monitoring spaces before assuming that the *ICT Functions Located in Maintenance or Monitoring Spaces* general exception (section E202.5 of 36 CFR § 1194) applies.

Note that this exception does not apply to features of the ICT (such as Web interfaces) that can be accessed remotely, outside the maintenance or monitoring space where the ICT is located.

S.16.5 Additional Requirements

S.16.5.1 Notification Due to Impact from NRC Policies, Procedures, Tools and/or ICT Infrastructure

If and when 1) the Contractor is dependent upon NRC policies, procedures, tools and/or ICT infrastructure for Revised-508-Standards-conformant delivery of any of the products or services under this acquisition, and 2) the Contractor is aware that conformance of products or services will be negatively impacted by capability gaps in NRC policies, procedures, tools and/or ICT infrastructure, the Contractor shall inform the COR so that the NRC can both be aware and take corrective action.

S.16.5.2 Accessibility of Electronic Content

For electronic content (as defined in section E103 of 36 CFR § 1194) deliverables of this contract/order:

1. If a deliverable is in the form of an Adobe Portable Document Format (PDF) file and is either *Public Facing* or *Agency Official Communication* (as defined in sections E103 and E205.3 of 36 CFR § 1194, respectively) the Contractor shall ensure that it conforms to both section E205.4 of 36 CFR § 1194 and ISO 14289-1 (PDF/UA-1)
2. Unless the Contractor requests and obtains advance written approval from the COR for a specific deliverable or class of deliverables, the contractor shall ensure that
 - a. deliverables that are not *Public Facing* and not *Agency Official Communication*

(as defined in sections E103 and E205.3 of 36 CFR § 1194, respectively) shall conform to section E205.4 of 36 CFR § 1194

- b. deliverables that are in the form of PDF files, are not *Public Facing* and are not *Agency Official Communication* (as defined in sections E103 and E205.3 of 36 CFR § 1194, respectively) shall conform to section E205.4 of 36 CFR § 1194 and ISO 14289-1 (PDF/UA-1).

S.16.5.3 Other

It is desirable that the Contractor address the applicable provisions of the Revised 508 Standards throughout product and service lifecycles rather than only performing a conformance check toward the end of a process.

If and when the Contractor provides custom ICT development services pursuant to this acquisition, the Contractor shall ensure the ICT products and services fully support the applicable provisions of the Revised 508 Standards prior to delivery and before final acceptance.

If and when the Contractor provides installation, configuration or integration services for ICT products (equipment and/or software) pursuant to this acquisition, the Contractor shall not install, configure or integrate the ICT equipment and software in a way that reduces the level of conformance with the applicable provisions of the Revised 508 Standards.

If and when the scope of this contract/order includes work by the Contractor to collect, directly from NRC employees or the Public, requirements for the procurement, development, maintenance or use of ICT the Contractor shall identify the needs of users with disabilities in conformance to section E203.2.

S.16.6 ICT Accessibility Deliverables

The Contractor shall provide the following ICT accessibility deliverables, when within the scope of this contract/order.

S.16.6.1 Accessibility Conformance Report (ACR)

This report shall be submitted for ICT products, systems or application deliverables. A written ACR shall be based on the Voluntary Product Accessibility Template (VPAT), as specified at <https://www.itic.org/policy/accessibility/vpat> or provide equivalent information. This report has the purpose to document the state of conformance to the Revised 508 Standards for the subject product, system or application.

S.16.6.2 Supplemental Accessibility Report (SAR)

This report shall be submitted for ICT products, systems or application deliverables that have been custom developed or integrated by the Contractor to meet contract/order requirements. A written SAR shall contain:

- a) Description of evaluation methods used to produce the ACR, to demonstrate due diligence in supporting conformance claims;
- b) Information on core functions that can't be used by persons with disabilities; and,
- c) Information on how to configure and install the ICT item to support accessibility

S.16.6.3 ICT Support Documentation

This documentation shall be submitted for ICT products, systems or application deliverables. The support documentation shall include:

- a) Documentation of features that help achieve accessibility and compatibility with assistive technology for persons with disabilities (as required by section 602 of 36 CFR § 1194);
- b) For authoring tools that generate content (documents, reports, videos, multimedia, web content, etc.): Information on how the tool enables the creation of accessible electronic content that conforms to the Revised 508 Standards (see section 504 of 36 CFR § 1194), including the range of accessible user interface elements the tool can create;
- c) For platform software (as defined in section E103.4 of 36 CFR § 1194) and software tools that are provided by a platform developer: Documentation on the set of accessibility services that support applications running on the platform to interoperate with assistive technology, as required by section 502.3 of 36 CFR § 1194.

S.16.6.4 ICT Support Documentation (Alternate Formats)

Upon request, alternate formats for non-electronic support documentation shall be provided (as required by section 602.4 of 36 CFR § 1194).

S.16.6.5 Document Accessibility Checklist

This checklist shall be submitted for ICT electronic content deliverables that are documents (as defined in section E103 of 36 CFR § 1194), if the requirement is specified elsewhere in this acquisition that testing be performed. A completed checklist summarising the subject document's state of conformance to the applicable WCAG 2.0 Level A and AA Success Criteria (as referenced in section E205.4 and 702.10 of 36 CFR § 1194) and, for PDF files, ISO 14289-1 (PDF/UA-1).

S.16.6.6 Communication to ICT Users

When the Contractor is providing ICT support services (including, but not limited to help desks, call centers, training services, and automated self-service technical support), any communication to ICT users shall accommodate the communication needs of individuals with

disabilities (see section 603.3 of 36 CFR § 1194) and include information on accessibility and compatibility features (see 603.2 of 36 CFR § 1194).

S.17 Applicable Publications (Current Editions)

Not Applicable

ATTACHMENT 1 - SAMPLE WORK ORDER

| WORK ORDER NO. XX CONTRACT NO. 31310021C0021 | | | |
|--|--|--|---|
| CONTRACTOR XXX XXX XXX | WORK ORDER ISSUE DATE XXX XX, 202X | CONTRACT PERIOD OF PERFORMANCE XX/XX/XXXX – XX/XX/XXXX | |
| CLINS | DATES | LOCATION(S) | PRICE (in accordance with Price Schedule - Section B.3 of the contract) |
| CLIN 00X – XXXXXXXXX | XXX XX, 202X | Contractor XX's facility | \$XXXX |
| TOTAL AMOUNT: \$XXXX | | | |
| <p style="text-align: center;">ACCEPTANCE OF WORK ORDER</p> <p>The Contractor shall indicate acceptance of this Work Order by either sending an e-mail to the Contracting Officer's Representative (COR) stating acceptance of Work Order (specify number).</p> | | | |
| <p style="text-align: center;">COURSE SCHEDULING AND CANCELLATION</p> <p>Should the NRC determine no later than fourteen (14) days prior to the start of a course that the need is insufficient to conduct the training; the NRC may reschedule or cancel the course presentation by written notification to the contractor without obligation to the government.</p> | | | |
| XXXXXXXXXXXXXXXXXXXXXXXX _____ DATE _____ | | XXXXXXXX, NRC COR XXX XX, 202X | |

DISTRIBUTION FOR COMPLETED FORM:

**BILLING INSTRUCTIONS FOR
FIXED-PRICE TYPE CONTRACTS (JULY 2017)**

General: During performance and through final payment of this contract, the contractor is responsible for the accuracy and completeness of data within the System for Award Management (SAM) database and the Invoice Processing Platform (IPP) system and for any liability resulting from the Government's reliance on inaccurate or incomplete SAM and/or IPP data.

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

Electronic Invoice/Voucher Submissions: Invoices/vouchers shall be submitted electronically to the U.S. Nuclear Regulatory Commission (NRC) through the Invoice Processing Platform (IPP) at www.ipp.gov.

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

Contractors must report to the Contracting Officer, electronically, any capital property acquired with contract funds having an initial cost of \$50,000 or more, in accordance with procedures set forth in NRC [Management Directive \(MD\) 11.1](#), NRC Acquisition of Supplies and Services.

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

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

Supporting Documentation: Any supporting documentation required to substantiate the amount billed shall be included as an attachment to the invoice created in IPP. If the necessary supporting documentation is not included, the invoice will be rejected.

Task Order Contracts: The contractor must submit a separate invoice/voucher for each individual task order with pricing information.

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

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

Supersession: These instructions supersede previous Billing Instructions for Fixed-Price Type Contracts (JAN 2015).

BILLING INSTRUCTIONS FOR FIXED-PRICE TYPE CONTRACTS (JULY 2017)

Does my company need to register in IPP?

If your company is currently registered in IPP and doing business with other Federal Agencies in IPP, you will not be required to re-register.

If your company is not currently registered in IPP, please note the following:

- You will be receiving an invitation to register for IPP from IPP Customer Support, STLS.IPPHELPDESK@stls.frb.org.
- IPP Customer Support will send you two emails: the first email will contain the initial administrative IPP User ID and the second email, sent within 24 hours of receipt of the first email, will contain a temporary password.
- Please add the Customer Support email address (STLS.IPPHELPDESK@stls.frb.org) to your address book so you do not disregard these emails or mistake them for spam.
- During registration, one initial administrative user account will be created for your company and this user will be responsible for setting up all other user accounts including other administrators.
- Registration is complete when the initial administrative user logs into the IPP web site with the User ID and password provided by Treasury and accepts the rules of behavior.

What type of is training provided?

Vendor training materials, including a first time login tutorial, user guides, a [quick reference guide](#), and [frequently asked questions](#) are available on Treasury's IPP [website](#). **Individuals within your company responsible for submitting invoices should review these materials before work begins on the contract.**

How do I receive assistance with IPP?

Treasury's IPP Customer Support team provides vendor assistance related to the IPP application, and is also available to assist IPP users and to answer any questions related to accessing IPP or completing the registration process. IPP application support is also available via phone at (866) 973-3131, Monday through Friday from 8:00 am to 6:00 pm ET, and via email at IPPCustomerSupport@fiscal.treasury.gov.

Specific questions regarding your contract or task order should be directed to the appropriate NRC Contracting Officer.