


<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</i>			1. REQUISITION NUMBER ZEROREQ-NMSS-22-0043		PAGE OF 1 41	
2. CONTRACT NO. 31310022A0004		3. AWARD/ EFFECTIVE DATE 09/21/2022	4. ORDER NUMBER		5. SOLICITATION NUMBER 31310022Q0053	6. SOLICITATION ISSUE DATE 07/01/2022
7. <b>FOR SOLICITATION INFORMATION CALL</b>		a. NAME JENNIFER DUDEK		b. TELEPHONE NUMBER 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:  <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <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) NAICS: 541620 SIZE STANDARD: \$16.5			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS As Indicated On Each Call		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING
15. DELIVER TO As Indicated On Each Call		CODE		16. ADMINISTERED BY US NRC - HQ ACQUISITION MANAGEMENT DIVISION MAIL STOP TWFN-07B20M WASHINGTON DC 20555-0001		
17a. CONTRACTOR/ OFFEROR OAK RIDGE ASSOCIATED UNIVERSITIES INCORPORATED ATTN ANGELA HOLMBERG PO BOX 117 OAK RIDGE TN 378310117		CODE JW7MLW3RRK34	FACILITY CODE	18a. PAYMENT WILL BE MADE BY As Indicated On Each Call		
TELEPHONE NO. 8655767618		<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
	GSA Contract #: GS00F195CA The U.S. Nuclear Regulatory Commission hereby awards Blanket Purchasing Agreement (BPA) No. 31310022A0004 for the project entitled, "Radium Program Technical Support."  This BPA is entered into with Oak Ridge Associated Universities (ORAU) and all services provided are in accordance ORAU's General Services Administration (GSA) Federal Supply Contract (FSS) contract no. GS-00F-195CA.  <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>					
25. ACCOUNTING AND APPROPRIATION DATA As Indicated On Each Call					26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$0.00	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA					<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.	
<input 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 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		09/21/2022	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<p>This BPA is issued for a period of 5 years total, inclusive of a 1-year base period and four 1-year option periods. The NRC contemplates issuing BPA Call Order as either Firm-fixed Price or Labor-Hour/Time and Materials.</p> <p>No funds are obligated on this BPA as specific tasks will be definitized and funded under individual Call Orders issued against this BPA.</p> <p>BPA Total Ceiling Amount (Base and All Options): \$1,125,913.78</p> <p>BPA Exercised Ceiling Amount: ██████████</p> <p>Period of Performance: 09/23/2022 to 09/22/2023</p>				

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

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

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

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## B - Continuation Pages

### B.1 BRIEF PROJECT TITLE AND WORK DESCRIPTION

(a) The title of this project is: **Radium Program Technical Support**

(b) Summary work description:

The contractor shall provide technical assistance under the U.S. Nuclear Regulatory Commission (NRC) Radium and Decommissioning Programs. Specifically, the contractor shall provide radiological evaluation assistance under the NRC Radium Program and technical assistance in developing and updating subsurface guidance for investigations at unlicensed as well as licensed decommissioning sites (e.g., complex materials and reactor decommissioning sites under 10 CFR Part 20, Subpart E) under the NRC Decommissioning Program. This is a non-personal services Blanket Purchase Agreement (BPA) to provide support for radiological cleanup of sites that have radiological contamination. Individual BPA calls will be either Time and Materials (T&M) and/or Firm Fixed Price (FFP).

### B.2 TYPE OF CONTRACT (JULY 2020)

The contract type for this award is a hybrid consisting of time-and-materials or firm-fixed-priced BPA call orders.

### B.3 PRICE/COST SCHEDULE

**BASE PERIOD: September 23, 2022 to September 22, 2023**

#### LABOR HOUR CONTRACT LINE ITEMS (CLINs)

CLIN	Description/NRC Labor Category	ORAU GSA FSS Contract Labor Category	EST. QTY	UNIT PRICE (Hourly Rate)	TOTAL
00001	Program Manager/Subject Matter Expert (SME)	Subject Matter Expert	█	█	█
00001 (a)	Program Manager/Subject Matter Expert (SME) (a)	Scientist 4	█	█	█
00001 (b)	Program Manager/Subject Matter Expert (SME) (b)	Administrative Manager 3	█	█	█
00001 (c)	Program Manager/Subject Matter Expert (SME) (c)	Administrative Manager 1	█	█	█
00002	Health Physics Technician	Health Physicist 3	█	█	█
00003	Nuclear Engineer	Engineer 4	█	█	█
00004	Administrative Support	Specialist 4	█	█	█
				█	█

#### OTHER DIRECT COSTS

CLIN	DESCRIPTION	Not to Exceed Amount for CLIN
00005	Other Direct Costs (e.g., laboratory services, materials/supplies, etc.) - NO PAYMENT WILL BE MADE WITHOUT BACKUP DOCUMENTATION /RECEIPTS.	██████████

**TRAVEL**

CLIN	DESCRIPTION	Not to Exceed Amount for CLIN
00006	Travel - The government will pay up to the rates specified in the Government Federal Travel Regulations (FTR) for travel destination. NO PAYMENT WILL BE MADE WITHOUT BACKUP DOCUMENTATION/RECEIPTS. *All travel must be approved in advance by the NRC COR in accordance with clause 2052.215-77 TRAVEL APPROVALS AND REIMBURSEMENT (OCT 1999)*	██████████

**BASE PERIOD TOTAL CEILING AMOUNT:** ██████████

**OPTION PERIOD 1: September 23, 2023 to September 22, 2024**

**LABOR HOUR CONTRACT LINE ITEMS (CLINs)**

CLIN	Description/NRC Labor Category	ORAU GSA FSS Contract Labor Category	EST. QTY	UNIT PRICE (Hourly Rate)	TOTAL
10001	Program Manager/Subject Matter Expert (SME)	Subject Matter Expert	120	██████████	██████████
10001 (a)	Program Manager/Subject Matter Expert (SME) (a)	Scientist 4	480	██████████	██████████
10001 (b)	Program Manager/Subject Matter Expert (SME) (b)	Administrative Manager 3	15	██████████	██████████
10001 (c)	Program Manager/Subject Matter Expert (SME) (c)	Administrative Manager 1	15	██████████	██████████
10002	Health Physics Technician	Health Physicist 3	20	██████████	██████████
10003	Nuclear Engineer	Engineer 4	250	██████████	██████████
10004	Administrative Support	Specialist 4	120	██████████	██████████
				TOTAL	\$ ██████████

**OTHER DIRECT COSTS**

CLIN	DESCRIPTION	Not to Exceed Amount for CLIN
10005	Other Direct Costs (e.g., laboratory services, materials/supplies, etc.)- NO PAYMENT WILL BE MADE WITHOUT BACKUP DOCUMENTATION /RECEIPTS.	██████████

**TRAVEL**

CLIN	DESCRIPTION	Not to Exceed Amount for CLIN
10006	Travel The government will pay up to the rates specified in the Government Federal Travel Regulations (FTR) for travel destination. NO PAYMENT WILL BE MADE WITHOUT BACKUP DOCUMENTATION/RECEIPTS. *All travel must be approved in advance by the NRC COR in accordance with clause 2052.215-77 TRAVEL APPROVALS AND REIMBURSEMENT (OCT 1999)*	██████████

**OPTION PERIOD 1 TOTAL CEILING AMOUNT:** ██████████

**OPTION PERIOD 2: September 23, 2024 to September 22, 2025**

**LABOR HOUR CONTRACT LINE ITEMS (CLINs)**

CLIN	Description/NRC Labor Category	ORAU GSA FSS Contract Labor Category	EST. QTY	UNIT PRICE (Hourly Rate)	TOTAL
20001	Program Manager/Subject Matter Expert (SME)	Subject Matter Expert	94	██████████	██████████
20001 (a)	Program Manager/Subject Matter Expert (SME) (a)	Scientist 4	377	██████████	██████████
20001 (b)	Program Manager/Subject Matter Expert (SME) (b)	Administrative Manager 3	12	██████████	██████████
20001 (c)	Program Manager/Subject Matter Expert (SME) (c)	Administrative Manager 1	12	██████████	██████████
20002	Health Physics Technician	Health Physicist 3	20	██████████	██████████
20003	Nuclear Engineer	Engineer 4	125	██████████	██████████
20004	Administrative Support	Specialist 4	75	██████████	██████████

			TOTAL	
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**OTHER DIRECT COSTS**

CLIN	DESCRIPTION	Not to Exceed Amount for CLIN
20005	Other Direct Costs (e.g., laboratory services, materials/supplies, etc.)- NO PAYMENT WILL BE MADE WITHOUT BACKUP DOCUMENTATION /RECEIPTS.	

**TRAVEL**

CLIN	DESCRIPTION	Not to Exceed Amount for CLIN
20006	Travel The government will pay up to the rates specified in the Government Federal Travel Regulations (FTR) for travel destination. NO PAYMENT WILL BE MADE WITHOUT BACKUP DOCUMENTATION/RECEIPTS. *All travel must be approved in advance by the NRC COR in accordance with clause 2052.215-77 TRAVEL APPROVALS AND REIMBURSEMENT (OCT 1999)*	

**OPTION PERIOD 2 TOTAL CEILING AMOUNT:** [REDACTED]

**OPTION PERIOD 3: September 23, 2025 to September 22, 2026**

**LABOR HOUR CONTRACT LINE ITEMS (CLINs)**

CLIN	Description/NRC Labor Category	ORAU GSA FSS Contract Labor Category	EST. QTY	UNIT PRICE (Hourly Rate)	TOTAL
30001	Program Manager/Subject Matter Expert (SME)	Subject Matter Expert	120		
30001 (a)	Program Manager/Subject Matter Expert (SME) (a)	Scientist 4	480		
30001 (b)	Program Manager/Subject Matter Expert (SME) (b)	Administrative Manager 3	15		
30001 (c)	Program Manager/Subject Matter Expert (SME) (c)	Administrative Manager 1	15		
30002	Health Physics Technician	Health Physicist 3	20		
30003	Nuclear Engineer	Engineer 4	250		

30004	Administrative Support	Specialist 4	120		
				TOTAL	

**OTHER DIRECT COSTS**

CLIN	DESCRIPTION	Not to Exceed Amount for CLIN
30005	Other Direct Costs (e.g., laboratory services, materials/supplies, etc.) - NO PAYMENT WILL BE MADE WITHOUT BACKUP DOCUMENTATION /RECEIPTS.	

**TRAVEL**

CLIN	DESCRIPTION	Not to Exceed Amount for CLIN
30006	Travel The government will pay up to the rates specified in the Government Federal Travel Regulations (FTR) for travel destination. NO PAYMENT WILL BE MADE WITHOUT BACKUP DOCUMENTATION/RECEIPTS. *All travel must be approved in advance by the NRC COR in accordance with clause 2052.215-77 TRAVEL APPROVALS AND REIMBURSEMENT (OCT 1999)*	

**OPTION PERIOD 3 TOTAL CEILING AMOUNT:****OPTION PERIOD 4: September 23, 2026 to September 22, 2027****LABOR HOUR CONTRACT LINE ITEMS (CLINs)**

CLIN	Description/NRC Labor Category	ORAU GSA FSS Contract Labor Category	EST. QTY	UNIT PRICE (Hourly Rate)	TOTAL
40001	Program Manager/Subject Matter Expert (SME)	Subject Matter Expert	94		
40001 (a)	Program Manager/Subject Matter Expert (SME) (a)	Scientist 4	377		
40001 (b)	Program Manager/Subject Matter Expert (SME) (b)	Administrative Manager 3	12		
40001 (c)	Program Manager/Subject Matter Expert (SME) (c)	Administrative Manager 1	12		



40002	Health Physics Technician	Health Physicist 3	20		
40003	Nuclear Engineer	Engineer 4	125		
40004	Administrative Support	Specialist 4	75		
				TOTAL	

**OTHER DIRECT COSTS**

CLIN	DESCRIPTION	Not to Exceed Amount for CLIN
40005	Other Direct Costs (e.g., laboratory services, materials/supplies, etc.) - NO PAYMENT WILL BE MADE WITHOUT BACKUP DOCUMENTATION /RECEIPTS.	

**TRAVEL**

CLIN	DESCRIPTION	Not to Exceed Amount for CLIN
40006	Travel The government will pay up to the rates specified in the Government Federal Travel Regulations (FTR) for travel destination. NO PAYMENT WILL BE MADE WITHOUT BACKUP DOCUMENTATION/RECEIPTS. *All travel must be approved in advance by the NRC COR in accordance with clause 2052.215-77 TRAVEL APPROVALS AND REIMBURSEMENT (OCT 1999)*	

**OPTION PERIOD 4 TOTAL CEILING AMOUNT:** [REDACTED]

**TOTAL BPA CEILING AMOUNT (Base & All Option Periods):** \$1,125,913.78

**B.4 STATEMENT OF WORK**

**RADIUM PROGRAM TECHNICAL SUPPORT  
BLANKET PURCHASE AGREEMENT**

**Contents**

- S.1 Technical Support
- S.2 Background
- S.3 Objective
- S.4 Scope of Work/Tasks
- S.5 Estimated Labor Categories & Key Personnel

- S.6 Certification and License Requirements
- S.7 Reporting Requirements- Monthly Letter Status Report (MLSR)
- S.8 List of Deliverables
- S.9 Required Materials/Facilities
- S.10 Release of Publications
- S.11 Place of Performance
- S.12 Recognized Holidays
- S.13 Hours of Operation
- S.14 Contractor Travel
- S.15 Data Rights
- S.16 Section 508 – Electronic and Information Technology Standards
- S.17 Applicable Publications (Current Editions)

### **S.1 Technical Support**

The contractor shall provide technical assistance under the U.S. Nuclear Regulatory Commission (NRC) Radium and Decommissioning Programs. Specifically, the contractor shall provide radiological evaluation assistance under the NRC Radium Program and technical assistance in developing and updating subsurface guidance for investigations at unlicensed as well as licensed decommissioning sites (e.g., complex materials and reactor decommissioning sites under 10 CFR Part 20, Subpart E) under the NRC Decommissioning Program. This is a non-personal services Blanket Purchase Agreement (BPA) to provide support for radiological cleanup of sites that have radiological contamination. Individual BPA calls will be either Time and Materials (T&M) and/or Firm Fixed Price (FFP).

### **S.2 Background**

In 2005, the Energy Policy Act (EPAc) amended the Atomic Energy Act, expanding the definition of byproduct material to include certain discrete sources of radium-226, other discrete sources of naturally-occurring radioactive material, and certain accelerator-produced radioactive material under NRC jurisdiction (collectively, these materials are referred to as Naturally-occurring or Accelerator-produced Radioactive Material (NARM)).<sup>[1]</sup><sup>1</sup>

Specifically, Section §651(e)(3)(A) of the EPAc (§11e.(3) of the Atomic Energy Act of 1954, as amended (AEA); 42 U.S.C. 2014(e)) amended the definition of byproduct material to include “any discrete source of radium-226 that is produced, extracted, or converted after extraction, before, on, or after [August 8, 2005,] for use for a commercial, medical, or research activity.” On November 30, 2007, the NRC implemented this provision of the EPAc by amending the definition of byproduct material in 10 CFR Parts 20, 30, 50, 72, 150, 170, and 171 to be consistent with the EPAc in the final rule “Requirements for Expanded Definition of Byproduct Material” (72 FR 55864; October 1, 2007) (NARM rule). Additionally, the NRC established a definition for the term “discrete source” to be used for the purposes of the new definition of byproduct material as this term was not specifically defined by the EPAc. Accordingly, the NRC regulations in 10 CFR Parts 20, 30, 110, and 150 define a discrete source as “a radionuclide that has been processed so that its concentration within a material has been purposely increased for use for commercial, medical, or research activities.” *Id.*, at 55870. The statements of consideration (SOC) for the NARM rule noted that “once a discrete source meets the definition of byproduct material, any contamination resulting from the use of such discrete

sources of this byproduct material will also be considered byproduct material and is not low-level waste.” Id., at 55871.

As part of implementing its jurisdiction over radium, NRC staff have been addressing military and non-military sites where radium is or has been used in the past. At non-military radium sites, NRC staff have performed initial site visits to identify any immediate public health and safety concerns, as well as planned and performed follow-on scoping surveys to see if NRC’s unrestricted use criteria is exceeded at a site for present and future uses. As a result of that process, the NRC identified several former clock factories in Connecticut that required remediation. Remediation is at varying levels of completion at each former clock factory. Three former clock factories still require remediation to meet NRC’s unrestricted release criteria. NRC is also monitoring cleanup at several National Park Service units of the Gateway National Recreation Area in New York. NRC’s involvement at these NPS sites is described in a Memorandum of Understanding (ML20239A731). At military radium sites undergoing remediation, NRC activities are described in an MOU the NRC signed with the Department of Defense (ML16092A294).

### **S.3 Objective**

The objective of this acquisition is to: (1) obtain expert technical assistance services to assist and support the NRC in reviewing portions of cleanup reports and performing radiological surveys and assessing potential suspected contamination at requested sites; and (2) obtain expert technical assistance services to develop and update guidance for performing subsurface radiological surveys and dose modeling to derive clean-up levels for radioactive materials at licensed and unlicensed sites.

### **S.4 Scope of Work/Tasks**

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

#### **S.4.1 *Radium Technical Support***

##### **S.4.1.1 *Support for Site Cleanup***

The contractor shall provide support services at non-military and military sites with unlicensed radioactive material that are undergoing cleanup. The support services shall include planning, performing, and documenting the results of reviews of site cleanup documents and radiological surveys. The contractor shall perform the following tasks in accordance with the guidance contained within NUREG-1757:

- Review site cleanup documents - Conduct a technical review of selected site cleanup documents including final status survey reports. The technical reviews would evaluate whether the planned cleanup would demonstrate applicable NRC release criteria in 10 CFR Part 20, Subpart E. Deliverables would include draft comments for NRC to provide to the site owner and/or a draft technical evaluation report, which may include a dose assessment.
- Perform and document radiological surveys at sites – Plan, perform, and document confirmatory or side-by-side in-process surveys at requested sites. Deliverables would include a draft survey plan for NRC comment, a final survey plan incorporating NRC comments, a draft survey report, and a final survey report incorporating NRC comments. The contractor shall also collect, transport, and dispose of all waste resulting from the requested surveys and prepare a Health and Safety Plan and Waste Management Plan.

#### **S.4.1.2 Support for Initial Site Visits/Scoping Surveys**

The contractor shall provide support services for initial site visits and scoping surveys at potential sites with suspected radiological contamination. The support services shall include planning, performing, and documenting the results of initial site visits, as well as, the results of follow-on scoping surveys at potential requested unlicensed sites with suspected radiological contamination. The contractor shall perform the following task in accordance with Temporary Instruction (TI) 2800/043:

- Perform Initial Site Visit/Scoping Survey for each requested site, including:
  - o Preparing for initial site visit/scoping surveys
  - o Conducting initial site visit/scoping surveys – the contractor shall support the NRC in identifying:
    - § Significant hazards that may pose a threat to current property occupants or the survey team; and
    - § Site locations that are most likely to be contaminated and should be surveyed and sampled during any follow-on scoping survey.
  - o Managing waste – the contractor shall collect, transport, and dispose of all waste resulting from the initial site visit/scoping survey.
  - o Assessing dose – the contractor shall calculate, for NRC review and approval, the resultant dose, if radioactivity is present, in accordance with NUREG-1757.
  - o Documenting initial site visit/scoping survey – the contractor shall prepare documentation of the activities conducted and information obtained during the initial site visit for NRC review and approval.

In addition, the contractor shall prepare a Health and Safety Plan and Waste Management Plan.

#### **S.4.2 Guidance Development**

The contractor shall provide technical assistance developing and revising subsurface investigations guidance for radiological surveys at licensed and unlicensed sites undergoing decommissioning to meet NRC's release criteria at 10 CFR Part 20, Subpart E. The contractor shall produce requested technical letter reports to support NRC development and revision of guidance.

### **S.5 Estimated Labor Categories & Key Personnel**

#### **S.5.1 Anticipated Labor Categories**

At a minimum, to complete the requirements of this agreement the NRC anticipates the need for the following labor categories:

Program Manager/Subject Matter Expert  
 Health Physics Technician  
 Nuclear Engineer  
 Administrative Support

#### **S.5.2 Minimum Personnel Qualifications for Technical Personnel**

The technical personnel proposed for this agreement shall, collectively, have experience in evaluating sites where AEA material was used in the past and as a result, is contaminated.

More specifically, personnel shall, collectively, have the following education and experience:

**Education Requirement:**

A degree in health physics, physical science or engineering;

**Experience Requirement:**

1. Experience performing radiological assessments;
2. Experience performing dose assessments; and
3. Experience performing radiological surveys, including confirmatory surveys.
4. Experience in performing geospatial analyses

<b>Labor Category</b>	<b>Minimum Qualifications</b>
Program Manager/Subject Matter Expert	Each individual proposed under this labor category shall have 10 years of experience in one or more of the technical areas required in the above "Experience Requirement" listing
Health Physics Technician	Each individual proposed under this labor category shall have 5 years of experience in one or more of the technical areas required in the above "Experience Requirement" listing
Nuclear Engineer	Each individual proposed under this labor category shall have 5 years of experience in one or more of the technical areas required in the above "Experience Requirement" listing

General experience in the relevant technical areas identified above will be considered as having met the minimum requirements. However, experience performing radiological assessments, dose assessments, and/or radiological surveys at radium-226 contaminated sites is preferred and will be given higher technical consideration. Additionally, experience preparing final status survey reports, performing final status surveys in accordance with NUREG-1757, Volume 2, performing side-by-side in-process surveys, and/or confirmatory surveys is preferred and will be given higher technical consideration. Finally, experience in planning, designing, implementing and evaluating the results of radiological surveys of open excavations, building substructures, and soils/materials planned for reuse, and experience with geospatial approaches to design and analyze subsurface surveys is preferred and will be given higher technical consideration.

**S.6 Certification and License Requirements**

Contractor shall have an NRC or Agreement State Service Provider License under NUREG-1556.

**S.7 Reporting Requirements- Monthly Letter Status Report (MLSR)**

The contractor shall provide, by the 20<sup>th</sup> of each month, a Monthly Letter Status Report which consists of a technical progress report and financial status report for each call order. This report will be used by the Government to assess the adequacy of the resources proposed by the contractor to accomplish the work contained in this SOW and provide the status of progress in achieving tasks and producing deliverables. The report shall include agreement summary

information, work completed during the specified period, milestone schedule information, problem resolution, travel plans, and staff hour summary. Copies shall be sent to the Contacting Officer's Representative (COR) and Contracting Officer (CO).

**S.8 List of Deliverables**

To be defined on individual BPA Calls.

**S.9 Required Materials/Facilities**

- The contractor shall supply all necessary equipment to perform surveys at military and non-military radium sites.
- Waste generated by the surveys shall be disposed of by the contractor in accordance with the previously prepared waste management plan.

**S.10 Release of Publications**

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

**S.11 Place of Performance**

The work to be performed under this agreement shall be primarily performed at sites identified by NRC as having potential radium contamination. Anticipated sites are provided in SOW Enclosure 1.

**S.12 Recognized Holidays**

N/A

**S.13 Hours of Operation**

N/A

**S.14 Contractor Travel**

See clause 2052.215-77 TRAVEL APPROVALS AND REIMBURSEMENT (OCT 1999).

**Radium Support Services**

The contractor shall travel to the sites identified by the NRC. Travel shall include performing surveys. Travel for a survey typically will not exceed 1 week.

**Guidance Development**

The contractor shall travel to sites identified by the NRC.

**S.15 Data Rights**

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

**S.16 Section 508 – Electronic and Information Technology Standards**  
N/A

**S.17 Applicable Publications (Current Editions)**

The contractor shall comply with the following applicable regulations, publications, manuals, and local policies and procedures:

1. [Temporary Instruction 2800/043](#)
2. [NUREG-1757](#)
3. [NUREG-1575](#)
4. [NUREG/CR-7021](#)

[1] NRC's Agreement States and certain non-Agreement States had regulatory programs for naturally-occurring and accelerator-produced radioactive material prior to the implementation of the Energy Policy Act of 2005.

**SOW Enclosure 1: Site Locations**

**Non-Military Sites**

Site Name	Site Address	City	State
New Haven Clock Company	133-135 Hamilton Street	New Haven	CT
Seth Thomas Clock Company	135 S. Main Street	Thomaston	CT
Waterbury Clock Company	0 Cherry Avenue (Bldg 7)	Waterbury	CT
Waterbury Clock Company	39 Cherry Avenue (Bldg G)	Waterbury	CT
Waterbury Clock Company	177 Cherry Street (Bldgs K & L)	Waterbury	CT
Waterbury Clock Company	205 Cherry Street (Bldg O)	Waterbury	CT
Waterbury Clock Company	215 Cherry Street (Blds R & T)	Waterbury	CT
Waterbury Clock Company	232 N. Elm Street (Blds I & J)	Waterbury	CT

Note: These sites are subject to change based on the activities at each site.

**National Park Service Sites**

<b>NPS Unit</b>	<b>City</b>	<b>State</b>
Great Kills Park	New York	NY
Spring Creek Park	New York	NY
Dead Horse Bay	New York	NY

Note: These sites are subject to change based on the activities at each site and the Memorandum of Understanding with the National Park Service.

### **Military Sites**

<b>Military Branch</b>	<b>Installation Name</b>	<b>City</b>	<b>State</b>
U.S. Army	Dugway Proving Ground	Dugway	UT
U.S. Army	Sharpe Army Depot	Sharpe	CA
U.S. Air Force	Hill Air Force Base (AFB)	Ogden	UT
U.S. Air Force	Elmendorf AFB	Anchorage	AK
U.S. Air Force	McClellan AFB	Sacramento	CA
U.S. Air Force	Kelly (Lackland) AFB	San Antonio	TX
U.S. Navy	Alameda Naval Air Station (NAS)	Alameda	CA
U.S. Navy	Brunswick NAS	Brunswick	ME
U.S. Navy	North Island NAS	Coronado	CA
U.S. Navy	Marine Corps Base Camp LeJeune	Jacksonville	NC
U.S. Navy	Hunters Point Naval Shipyard (NSY)	San Francisco	CA
U.S. Navy	Mare Island NSY	Vallejo	CA
U.S. Navy	Long Beach Naval Station (NS)	Long Beach	CA
U.S. Navy	NS San Diego	San Diego	CA
U.S. Navy	Treasure Island NS	San Francisco	CA
U.S. Navy	Naval Weapons Station Yorktown	Yorktown	VA
U.S. Navy	Naval Air Weapons Station China Lake	China Lake	CA

Note: These sites are subject to change based on the activities at each site. Provision 14 of the Memorandum of Understanding with the Department of Defense addresses annual updates to the site inventory.



## **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 Nuclear Material Safety and Safeguards, under Contract/order number 31310022A0004.

#### **C.3 PLACE OF DELIVERY-REPORTS**

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

a. Contracting Officer's Representative (COR)  
Refer to Section C.18 2052.215-71 CONTRACTING OFFICER REPRESENTATIVE  
AUTHORITY. (OCT 1999)

b. Contracting Officer (CO) (electronic copy)  
Jennifer Dudek (Jennifer.Dudek@nrc.gov)

#### **C.4 PERIOD OF PERFORMANCE ALTERNATE IV**

The ordering period for this contract shall commence on September 23, 2022 and will expire on September 22, 2023. Any orders issued during this period shall be completed within the time specified in the order, unless otherwise specified herein. (See 52.216-18 - Ordering.) The term of this contract may be extended at the option of the Government for an additional Four (4) 1-Year Option Periods.

Base Period: September 23, 2022 - September 22, 2023

Option Period(s): Option Period 1: September 23, 2023 - September 22, 2024; Option Period 2: September 23, 2024 - September 22, 2025; Option Period 3: September 23, 2025 - September 22, 2026; Option Period 4: September 23, 2026 - September 22, 2027

### **C.5 OPTION PERIODS - TASK ORDER/DELIVERY ORDER UNDER A GSA FEDERAL SUPPLY SCHEDULE CONTRACT**

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

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

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

### **C.6 ORDERING PROCEDURES**

- (a) The CO is the only individual who can legally obligate funds and commit the NRC.
- (b) All task orders and delivery orders shall be prepared in accordance with FAR 16.505.
- (c) In accordance with FAR 16.506(b), the following ordering limitations apply:

**Minimum order.** When the Government requires supplies or services covered by this contract in an amount of less than \$3,500.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

- (1) Any order for a single item in excess of the total agreement value;
- (2) Any order for a combination of items in excess of the total agreement value or
- (3) A series of orders from the same ordering office within five (5) days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

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

### **C.7 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.8 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.9 SECURITY REQUIREMENTS FOR INFORMATION TECHNOLOGY LEVEL I OR LEVEL II ACCESS APPROVAL (JUL 2016)**

The contractor must identify all individuals selected to work under this contract. The NRC Contracting Officer's Representative (COR) shall make the final determination of the level, if any, of IT access approval required for all individuals working under this contract/order using the following guidance. The Government shall have full and complete control and discretion over granting, denying, withholding, or terminating IT access approvals for contractor personnel performing work under this contract/order.

The contractor shall conduct a preliminary security interview or review for each employee requiring IT level I or II access and submit to the Government only the names of candidates that have a reasonable probability of obtaining the level of IT access approval for which the employee has been proposed. The contractor shall pre-screen its applicants for the following:

(a) felony arrest in the last seven (7) years; (b) alcohol related arrest within the last five (5) years; (c) record of any military courts-martial convictions in the past ten (10) years; (d) illegal use of narcotics or other controlled substances possession in the past year, or illegal purchase,

production, transfer, or distribution of narcotics or other controlled substances in the last seven (7) years; and (e) delinquency on any federal debts or bankruptcy in the last seven (7) years.

The contractor shall make a written record of its pre-screening interview or review (including any information to mitigate the responses to items listed in (a) - (e)), and have the employee verify the pre-screening record or review, sign and date it. The contractor shall supply two (2) copies of the signed contractor's pre-screening record or review to the NRC Contracting Officer's Representative (COR), who will then provide them to the NRC Office of Administration, Division of Facilities and Security, Personnel Security Branch with the employee's completed IT access application package.

The contractor shall further ensure that its personnel complete all IT access approval security applications required by this clause within fourteen (14) calendar days of notification by the NRC Contracting Officer's Representative (COR) of initiation of the application process. Timely receipt of properly completed records of the pre-screening record and IT access approval applications (submitted for candidates that have a reasonable probability of obtaining the level of security assurance necessary for access to NRC's IT systems/data) is a requirement of this contract/order. Failure of the contractor to comply with this requirement may be a basis to terminate the contract/order for cause, or to offset from the contract's invoiced cost or price the NRC's incurred costs or delays as a result of inadequate pre-screening by the contractor.

#### SECURITY REQUIREMENTS FOR IT LEVEL I

Performance under this contract/order will involve contractor personnel who perform services requiring direct access to or operation of agency sensitive information technology systems or data (IT Level I). The IT Level I involves responsibility for: (a) the planning, direction, and implementation of a computer security program; (b) major responsibility for the direction, planning, and design of a computer system, including hardware and software; (c) the capability to access a computer system during its operation or maintenance in such a way that could cause or that has a relatively high risk of causing grave damage; or (d) the capability to realize a significant personal gain from computer access.

Contractor personnel shall not have access to sensitive information technology systems or data until they are approved by DFS/PSB and they have been so informed in writing by the NRC Contracting Officer's Representative (COR). Temporary IT access may be approved by DFS/PSB based on a favorable review or adjudication of their security forms and checks. Final IT access may be approved by DFS/PSB based on a favorably review or adjudication of a completed background investigation. However, temporary access authorization approval will be revoked and the employee may subsequently be denied IT access in the event the employee's investigation cannot be favorably adjudicated. Such an employee will not be authorized to work under any NRC contract/order requiring IT access without the approval of DFS/PSB, as communicated in writing to the contractor by the NRC Contracting Officer's Representative (COR). Where temporary access authorization has been revoked or denied by DFS/PSB, the contractor shall assign another contractor employee to perform the necessary work under this contract/order without delay to the contract/order performance schedule, or without adverse impact to any other terms or conditions of the contract/order. When an individual receives final IT access approval from DFS/PSB, the individual will be subject to a reinvestigation every ten (10) years thereafter (assuming continuous performance under contracts/orders at NRC) or more frequently in the event of noncontinuous performance under contracts/orders at NRC.

CORs are responsible for submitting the completed access/clearance request package as well as other documentation that is necessary to DFS/PSB. The contractor shall submit a completed security forms packet, including the OPM Standard Form (SF) 86 (online Questionnaire for National Security Positions), two (2) copies of the Contractor's signed pre-screening record, and two (2) FD 258 fingerprint charts, to DFS/PSB for review and adjudication, prior to the individual being authorized to perform work under this contract/order requiring access to sensitive information technology systems or data. Non-U.S. citizens must provide official documentation to the DFS/PSB, as proof of their legal residency. This documentation can be a Permanent Resident Card, Temporary Work Visa, Employment Authorization Card, or other official documentation issued by the U.S. Citizenship and Immigration Services. Any applicant with less than seven (7) years residency in the U.S. will not be approved for IT Level I access. The Contractor shall submit the documents to the NRC Contracting Officer's Representative (COR) who will give them to DFS/PSB. The contractor shall ensure that all forms are accurate, complete, and legible. Based on DFS/PSB review of the contractor employee's security forms and/or the receipt of adverse information by NRC, the contractor individual may be denied access to NRC facilities and sensitive information technology systems or data until a final determination is made by DFS/PSB. The contractor individual's clearance status will thereafter be communicated to the contractor by the NRC Contracting Officer's Representative (COR) regarding the contractor person's eligibility.

In accordance with NRCAR 2052.204-70 "Security," IT Level I contractors shall be subject to the attached NRC Form 187 and SF-86. Together, these furnish the basis for providing security requirements to contractors that have or may have an NRC contractual relationship which requires access to or operation of agency sensitive information technology systems, remote development and/or analysis of sensitive information technology systems or data, or other access to such systems and data; access on a continuing basis (in excess more than 30 calendar days) to NRC buildings; or otherwise requires issuance of an unescorted NRC badge.

## SECURITY REQUIREMENTS FOR IT LEVEL II

Performance under this contract/order will involve contractor personnel that develop and/or analyze sensitive information technology systems or data or otherwise have access to such systems or data (IT Level II).

The IT Level II involves responsibility for the planning, design, operation, or maintenance of a computer system and all other computer or IT positions.

Contractor personnel shall not have access to sensitive information technology systems or data until they are approved by DFS/PSB and they have been so informed in writing by the NRC Contracting Officer's Representative (COR). Temporary access may be approved by DFS/PSB based on a favorable review of their security forms and checks. Final IT access may be approved by DFS/PSB based on a favorable adjudication. However, temporary access authorization approval will be revoked and the contractor employee may subsequently be denied IT access in the event the employee's investigation cannot be favorably adjudicated. Such an employee will not be authorized to work under any NRC contract/order requiring IT access without the approval of DFS/PSB, as communicated in writing to the contractor by the NRC Contracting Officer's Representative (COR). Where temporary access authorization has been revoked or denied by DFS/PSB, the contractor is responsible for assigning another contractor employee to perform the necessary work under this contract/order without delay to the contract/order performance schedule, or without adverse impact to any other terms or

conditions of the contract/order. When a contractor employee receives final IT access approval from DFS/PSB, the individual will be subject to a review or reinvestigation every ten (10) years (assuming continuous performance under contract/order at NRC) or more frequently in the event of noncontinuous performance under contract/order at NRC.

CORs are responsible for submitting the completed access/clearance request package as well as other documentation that is necessary to DFS/PSB. The contractor shall submit a completed security forms packet, including the OPM Standard Form (SF) 86 (online Questionnaire for National Security Positions), two (2) copies of the Contractor's signed pre-screening record and two (2) FD 258 fingerprint charts, to DFS/PSB for review and adjudication, prior to the contractor employee being authorized to perform work under this contract/order. Non-U.S. citizens must provide official documentation to the DFS/PSB, as proof of their legal residency. This documentation can be a Permanent Resident Card, Temporary Work Visa, Employment Authorization Card, or other official documentation issued by the U.S. Citizenship and Immigration Services. Any applicant with less than seven (7) years residency in the U.S. will not be approved for IT Level II access. The Contractor shall submit the documents to the NRC Contracting Officer's Representative (COR) who will give them to DFS/PSB. The contractor shall ensure that all forms are accurate, complete, and legible. Based on DFS/PSB review of the contractor employee's security forms and/or the receipt of adverse information by NRC, the contractor employee may be denied access to NRC facilities, sensitive information technology systems or data until a final determination is made by DFS/PSB regarding the contractor person's eligibility.

In accordance with NRCAR 2052.204-70 "Security," IT Level II contractors shall be subject to the attached NRC Form 187, SF-86, and contractor's record of the pre-screening. Together, these furnish the basis for providing security requirements to contractors that have or may have an NRC contractual relationship which requires access to or operation of agency sensitive information technology systems, remote development and/or analysis of sensitive information technology systems or data, or other access to such systems or data; access on a continuing basis (in excess of more than 30 calendar days) to NRC buildings; or otherwise requires issuance of an unescorted NRC badge.

#### **CANCELLATION OR TERMINATION OF IT ACCESS/REQUEST**

When a request for IT access is to be withdrawn or canceled, the contractor shall immediately notify the NRC Contracting Officer's Representative (COR) by telephone so that the access review may be promptly discontinued. The notification shall contain the full name of the contractor employee and the date of the request. Telephone notifications must be promptly confirmed by the contractor in writing to the NRC Contracting Officer's Representative (COR), who will forward the confirmation to DFS/PSB. Additionally, the contractor shall immediately notify the NRC Contracting Officer's Representative (COR) in writing, who will in turn notify DFS/PSB, when a contractor employee no longer requires access to NRC sensitive automated information technology systems or data, including the voluntary or involuntary separation of employment of a contractor employee who has been approved for or is being processed for IT access.

The contractor shall flow the requirements of this clause down into all subcontracts and agreements with consultants for work that requires them to access NRC IT resources.

#### **C.10 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.11 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.12 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.13 DRUG FREE WORKPLACE TESTING: UNESCORTED ACCESS TO NUCLEAR FACILITIES, ACCESS TO CLASSIFIED INFORMATION OR SAFEGUARDS INFORMATION, OR PERFORMING IN SPECIALLY SENSITIVE POSITIONS (MARCH 2019)**

The following Contractor employees, subcontractor personnel, and consultants proposed for performance or performing under this contract shall be subject to pre-assignment, random, reasonable suspicion, and post-accident drug testing: (1) individuals who have access to classified information (National Security Information and/or Restricted Data); (2) individuals who have access to Safeguards information (section 147 of the Atomic Energy Act of 1954, as amended); (3) individuals who are authorized to carry firearms while performing work under this contract; (4) individuals who are required to operate government vehicles or transport passengers for the NRC; (5) individuals who are required to operate hazardous equipment at NRC facilities; (6) individuals who administer the agency's drug program or who have Employee Assistance Program duties; (7) individuals who have unescorted access to vital or protected areas of Nuclear Power Plants, Category 1 Fuel Cycle Facilities, or Uranium Enrichment Facilities; or (8) incident/emergency response personnel (including on-call).

**C.14 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.15 KEY PERSONNEL. (JAN 1993)**

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

Program Manager/Subject Matter Expert: [REDACTED]; Nuclear Engineer: [REDACTED]; and Health Physics Technician: [REDACTED]

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

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

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

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

### **NRCAR Clauses Incorporated By Full Text**

### **C.16 2052.204-70 SECURITY. (OCT 1999)**

(a) Security/Classification Requirements Form. The attached NRC Form 187 (See List of Attachments) furnishes the basis for providing security and classification requirements to prime contractors, subcontractors, or others (e.g., bidders) who have or may have an NRC contractual relationship that requires access to classified information or matter, access on a continuing basis (in excess of 90 or more days) to NRC Headquarters controlled buildings, or otherwise requires NRC photo identification or card-key badges.

(b) It is the contractor's duty to safeguard National Security Information, Restricted Data, and Formerly Restricted Data. The contractor shall, in accordance with the Commission's security regulations and requirements, be responsible for safeguarding National Security Information, Restricted Data, and Formerly Restricted Data, and for protecting against sabotage, espionage, loss, and theft, the classified documents and material in the contractor's possession in connection with the performance of work under this contract. Except as otherwise expressly provided in this contract, the contractor shall transmit to the Commission any classified matter in the possession of the contractor or any person under the contractor's control in connection with performance of this contract upon completion or termination of this contract.

(1) The contractor shall complete a certificate of possession to be furnished to the Commission specifying the classified matter to be retained if the retention is:

- (i) Required after the completion or termination of the contract; and
- (ii) Approved by the contracting officer.

(2) The certification must identify the items and types or categories of matter retained, the conditions governing the retention of the matter and their period of retention, if known. If the retention is approved by the contracting officer, the security provisions of the contract continue to be applicable to the matter retained.

(c) In connection with the performance of the work under this contract, the contractor may be furnished, or may develop or acquire, proprietary data (trade secrets) or confidential or privileged technical, business, or financial information, including Commission plans, policies, reports, financial plans, internal data protected by the Privacy Act of 1974 (Pub. L. 93-579), or other information which has not been released to the public or has been determined by the Commission to be otherwise exempt from disclosure to the public. The contractor agrees to hold the information in confidence and not to directly or indirectly duplicate, disseminate, or disclose the information, in whole or in part, to any other person or organization except as necessary to perform the work under this contract. The contractor agrees to return the information to the Commission or otherwise dispose of it at the direction of the contracting officer. Failure to comply with this clause is grounds for termination of this contract.

(d) Regulations. The contractor agrees to conform to all security regulations and requirements of the Commission which are subject to change as directed by the NRC Division of Facilities and Security and the Contracting Officer. These changes will be under the authority of the FAR Changes clause referenced in Section I of this document.

(e) Definition of National Security Information. As used in this clause, the term National Security Information means information that has been determined pursuant to Executive Order 12958 or any predecessor order to require protection against unauthorized disclosure and that is so designated.

(f) Definition of Restricted Data. As used in this clause, the term Restricted Data means all data concerning design, manufacture, or utilization of atomic weapons; the production of special nuclear material; or the use of special nuclear material in the production of energy, but does not include data declassified or removed from the Restricted Data category under to Section 142 of the Atomic Energy Act of 1954, as amended.

(g) Definition of Formerly Restricted Data. As used in this clause the term Formerly Restricted Data means all data removed from the Restricted Data category under Section 142-d of the Atomic Energy Act of 1954, as amended.

(h) Security clearance personnel. The contractor may not permit any individual to have access to Restricted Data, Formerly Restricted Data, or other classified information, except in accordance with the Atomic Energy Act of 1954, as amended, and the Commission's regulations or requirements applicable to the particular type or category of classified information to which access is required. The contractor shall also execute a Standard Form 312, Classified Information Nondisclosure Agreement, when access to classified information is required.

(i) Criminal liabilities. Disclosure of National Security Information, Restricted Data, and Formerly Restricted Data relating to the work or services ordered hereunder to any person not entitled to receive it, or failure to safeguard any Restricted Data, Formerly Restricted Data, or any other classified matter that may come to the contractor or any person under the contractor's control in connection with work under this contract, may subject the contractor, its agents, employees, or subcontractors to criminal liability under the laws of the United States. (See the Atomic Energy Act of 1954, as amended, 42 U.S.C. 2011 et seq.; 18 U.S.C. 793 and 794; and Executive Order 12958.)

(j) Subcontracts and purchase orders. Except as otherwise authorized, in writing, by the contracting officer, the contractor shall insert provisions similar to the foregoing in all subcontracts and purchase orders under this contract.

(k) In performing contract work, the contractor shall classify all documents, material, and equipment originated or generated by the contractor in accordance with guidance issued by the Commission. Every subcontract and purchase order issued under the contract that involves originating or generating classified documents, material, and equipment must provide that the subcontractor or supplier assign the proper classification to all documents, material, and equipment in accordance with guidance furnished by the contractor.

(End of Clause)

**C.17 2052.209-72 CONTRACTOR ORGANIZATIONAL CONFLICTS OF INTEREST. (JAN 1993)**

(a) Purpose. The primary purpose of this clause is to aid in ensuring that the contractor:

(1) Is not placed in a conflicting role because of current or planned interests (financial, contractual, organizational, or otherwise) which relate to the work under this contract; and

(2) Does not obtain an unfair competitive advantage over other parties by virtue of its performance of this contract.

(b) Scope. The restrictions described apply to performance or participation by the contractor, as defined in 48 CFR 2009.570-2 in the activities covered by this clause.

(c) Work for others.

(1) Notwithstanding any other provision of this contract, during the term of this contract, the contractor agrees to forego entering into consulting or other contractual arrangements with any firm or organization the result of which may give rise to a conflict of interest with respect to the work being performed under this contract. The contractor shall ensure that all employees under this contract abide by the provision of this clause. If the contractor has reason to believe, with respect to itself or any employee, that any proposed consultant or other contractual arrangement with any firm or organization may involve a potential conflict of interest, the contractor shall obtain the written approval of the contracting officer before the execution of such contractual arrangement.

(2) The contractor may not represent, assist, or otherwise support an NRC licensee or applicant undergoing an NRC audit, inspection, or review where the activities that are the subject of the audit, inspection, or review are the same as or substantially similar to the services within the scope of this contract (or task order as appropriate) except where the NRC licensee or applicant requires the contractor's support to explain or defend the contractor's prior work for the utility or other entity which NRC questions.

(3) When the contractor performs work for the NRC under this contract at any NRC licensee or applicant site, the contractor shall neither solicit nor perform work in the same or similar technical area for that licensee or applicant organization for a period commencing with the award of the task order or beginning of work on the site (if not a task order contract) and ending one year after completion of all work under the associated task order, or last time at the site (if not a task order contract).

(4) When the contractor performs work for the NRC under this contract at any NRC licensee or applicant site,

(i) The contractor may not solicit work at that site for that licensee or applicant during the period of performance of the task order or the contract, as appropriate.

(ii) The contractor may not perform work at that site for that licensee or applicant during the period of performance of the task order or the contract, as appropriate, and for one year thereafter.

(iii) Notwithstanding the foregoing, the contracting officer may authorize the contractor to solicit or perform this type of work (except work in the same or similar technical area) if the contracting officer determines that the situation will not pose a potential for technical bias or unfair competitive advantage.

(d) Disclosure after award.

(1) The contractor warrants that to the best of its knowledge and belief, and except as otherwise set forth in this contract, that it does not have any organizational conflicts of interest as defined in 48 CFR 2009.570-2.

(2) The contractor agrees that if, after award, it discovers organizational conflicts of interest with respect to this contract, it shall make an immediate and full disclosure in writing to the contracting officer. This statement must include a description of the action which the contractor has taken or proposes to take to avoid or mitigate such conflicts. The NRC may, however, terminate the contract if termination is in the best interest of the Government.

(3) It is recognized that the scope of work of a task-order-type contract necessarily encompasses a broad spectrum of activities. Consequently, if this is a task-order-type contract, the contractor agrees that it will disclose all proposed new work involving NRC licensees or applicants which comes within the scope of work of the underlying contract. Further, if this contract involves work at a licensee or applicant site, the contractor agrees to exercise diligence to discover and disclose any new work at that licensee or applicant site. This disclosure must be made before the submission of a bid or proposal to the utility or other regulated entity and must be received by the NRC at least 15 days before the proposed award date in any event, unless a written justification demonstrating urgency and due diligence to discover and disclose is provided by the contractor and approved by the contracting officer. The disclosure must include the statement of work, the dollar value of the proposed contract, and any other documents that are needed to fully describe the proposed work for the regulated utility or other regulated entity. NRC may deny approval of the disclosed work only when the NRC has issued a task order which includes the technical area and, if site-specific, the site, or has plans to issue a task order which includes the technical area and, if site-specific, the site, or when the work violates paragraphs (c)(2), (c)(3) or (c)(4) of this section.

(e) Access to and use of information.

(1) If, in the performance of this contract, the contractor obtains access to information, such as NRC plans, policies, reports, studies, financial plans, internal data protected by the Privacy Act of 1974 (5 U.S.C. Section 552a (1988)), or the Freedom of Information Act (5 U.S.C. Section 552 (1986)), the contractor agrees not to:

(i) Use this information for any private purpose until the information has been released to the public;

(ii) Compete for work for the Commission based on the information for a period of six months after either the completion of this contract or the release of the information to the public, whichever is first;

(iii) Submit an unsolicited proposal to the Government based on the information until one year after the release of the information to the public; or

(iv) Release the information without prior written approval by the contracting officer unless the information has previously been released to the public by the NRC.

(2) In addition, the contractor agrees that, to the extent it receives or is given access to proprietary data, data protected by the Privacy Act of 1974 (5 U.S.C. Section 552a (1988)), or the Freedom of Information Act (5 U.S.C. Section 552 (1986)), or other confidential or privileged technical, business, or financial information under this contract, the contractor shall treat the information in accordance with restrictions placed on use of the information.

(3) Subject to patent and security provisions of this contract, the contractor shall have the right to use technical data it produces under this contract for private purposes provided that all requirements of this contract have been met.

(f) Subcontracts. Except as provided in 48 CFR 2009.570-2, the contractor shall include this clause, including this paragraph, in subcontracts of any tier. The terms contract, contractor, and contracting officer, must be appropriately modified to preserve the Government's rights.

(g) Remedies. For breach of any of the above restrictions, or for intentional nondisclosure or misrepresentation of any relevant interest required to be disclosed concerning this contract or for such erroneous representations that necessarily imply bad faith, the Government may terminate the contract for default, disqualify the contractor from subsequent contractual efforts, and pursue other remedies permitted by law or this contract.

(h) Waiver. A request for waiver under this clause must be directed in writing to the contracting officer in accordance with the procedures outlined in 48 CFR 2009.570-9.

(i) Follow-on effort. The contractor shall be ineligible to participate in NRC contracts, subcontracts, or proposals therefor (solicited or unsolicited) which stem directly from the contractor's performance of work under this contract. Furthermore, unless so directed in writing by the contracting officer, the contractor may not perform any technical consulting or management support services work or evaluation activities under this contract on any of its products or services or the products or services of another firm if the contractor has been substantially involved in the development or marketing of the products or services.

(1) If the contractor under this contract, prepares a complete or essentially complete statement of work or specifications, the contractor is not eligible to perform or participate in the initial contractual effort which is based on the statement of work or specifications. The contractor may not incorporate its products or services in the statement of work or specifications unless so directed

in writing by the contracting officer, in which case the restrictions in this paragraph do not apply.

(2) Nothing in this paragraph precludes the contractor from offering or selling its standard commercial items to the Government.

(End of Clause)

**C.18 2052.215-71 CONTRACTING OFFICER REPRESENTATIVE AUTHORITY. (OCT 1999)**

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

Name: Christopher Grossman  
 Address: U.S. Nuclear Regulatory Commission  
 Office of Nuclear Material Safety and Safeguards  
 Washington, DC 20555  
 Phone: 301-415-0140  
 E-mail: Christopher.Grossman@nrc.gov

Alternate COR:

Name: Cynthia Barr  
 Address: U.S. Nuclear Regulatory Commission  
 Office of Nuclear Material Safety and Safeguards  
 Washington, DC 20555  
 Phone: 301-415-4015  
 E-mail: Cynthia.Barr@nrc.gov

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

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

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

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

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

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

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

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

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

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

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

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

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

(g) Any unauthorized commitment or direction issued by the COR may result in an unnecessary delay in the contractor's performance and may even result in the contractor expending funds for unallowable costs under the contract.

(h) A failure of the parties to agree upon the nature of the instruction or direction or upon the contract action to be taken with respect thereto is subject to 52.233-1 - Disputes.

(i) In addition to providing technical direction as defined in paragraph (b) of the section, the COR shall:

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

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

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

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



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

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

(7) For contracts for the design, development, maintenance or operation of Privacy Act Systems of Records, obtain from the contractor as part of closeout procedures, written certification that the contractor has returned to NRC, transferred to the successor contractor, or destroyed at the end of the contract in accordance with instructions provided by the NRC Systems Manager for Privacy Act Systems of Records, all records (electronic or paper) which were created, compiled, obtained or maintained under the contract.

(End of Clause)

**C.19 2052.215-77 TRAVEL APPROVALS AND REIMBURSEMENT. (OCT 1999)**

(a) All foreign travel must be approved in advance by the NRC on NRC Form 445, Request for Approval of Official Foreign Travel, and must be in compliance with FAR 52.247-63 Preference for U.S. Flag Air Carriers. The contractor shall submit NRC Form 445 to the NRC no later than 30 days before beginning travel.

(b) The contractor must receive written approval from the NRC Project Officer before taking travel that was unanticipated in the Schedule (i.e., travel not contemplated in the Statement of Work, or changes to specific travel identified in the Statement of Work).

(c) The contractor will be reimbursed only for travel costs incurred that are directly related to this contract and are allowable subject to the limitations prescribed in FAR 31.205-46.

(d) It is the responsibility of the contractor to notify the contracting officer in accordance with the Limitations of Cost clause of this contract when, at any time, the contractor learns that travel expenses will cause the contractor to exceed the estimated costs specified in the Schedule.

(e) Reasonable travel costs for research and related activities performed at State and nonprofit institutions, in accordance with Section 12 of Pub. L. 100-679, must be charged in accordance with the contractor's institutional policy to the degree that the limitations of Office of Management and Budget (OMB) guidance are not exceeded. Applicable guidance documents include OMB Circular A-87, Cost Principles for State and Local Governments; OMB Circular A-122, Cost Principles for Nonprofit Organizations; and OMB Circular A-21, Cost Principles for Educational Institutions.

(End of Clause)

**FAR Clauses Incorporated By Full Text**

**C.20 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 the period of performance start date through the period of performance end date.
- (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.21 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 BPA.

(End of clause)

**C.22 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT. (MAR 2000)**

- (a) The Government may extend the term of this contract by written notice to the Contractor within the period of performance of the BPA; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at

least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

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

(End of clause)

**C.23 52.227-14 RIGHTS IN DATA-GENERAL. (MAY 2014)**

(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) (Reserved)

(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)



**D - Contract Documents, Exhibits and Attachments**

<b>Attachment Number</b>	<b>Title</b>	<b>Document Version</b>	<b>Date</b>	<b>Number of Pages</b>
1	31310022A0004_ATTCH 1: IPP Billing Instructions for Labor- Hour or Time-and-Materials Contracts	BASE	08/16/2017	7
2	31310022A0004_ATTCH 2: NRC Form 187 for Radium Program Technical Support	BASE	06/02/2022	4