



OAK RIDGE INSTITUTE FOR SCIENCE AND EDUCATION

Request for Quote # 24-54838A

May 6, 2024

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865-399-0688

Potential Offeror(s),

Thank you for your interest in this opportunity! Provided herein is additional information about this opportunity, how to apply, and what happens if you are selected as the successful Offeror. Please submit questions related to this solicitation to Angela.Hawn@ornl.gov.

Oak Ridge Associated Universities (ORAU), in support of the Oak Ridge Institute for Science and Education (ORISE) DOE Prime Contract (#DE-SC0014664), is seeking (one) **Lead Instructor** to support the Sandia National Laboratory (SNL) Quantum Computing, Math and Physics (QCaMP) summer camp, in accordance with Attachment 2 – Statement of Work.

INSTRUCTIONS

Interested candidates, herein referred to as Offerors, shall submit the following to the Procurement Representative named above no later than **Monday, May 13, 2024**.

1. **Resume/CV**
2. **Firm-fixed-price quote**, for the services identified in Attachment 2 – Statement of Work (i.e. *Offeror shall indicate how much will be charged/billed to perform the requested services*)

TERMS AND CONDITIONS

Attachment 3 – Contract Terms will apply to any resulting award.

AWARD CRITERIA

(One) Award will be made to the responsible and responsive Offeror(s) who provides the best value for ORAU/ORISE. Best value will be based on a) confirmation Offeror meets minimum requirements/qualifications, b) overall experience and value-add, and c) price quoted. *Offeror may be requested to participate in an interview.* Qualifications and experience when combined will be weighted more than price.

Successful Offeror will be considered an ORAU/ORISE Subcontractor and will receive a subcontract award. Award is contingent upon submission of additional documentation, including a [Supplier Information form, W-9 and ORAU Representations & Certifications](#).

ATTACHMENTS

- Attachment 1 – Requirements/Minimum Qualifications
- Attachment 2 – Statement of Work
- Attachment 3 – Contract Terms and Conditions



Attachment 1 – Requirements/Minimum Qualifications

Title: Quantum Science Instructor

Description:

We are seeking a staff member with a strong background in Quantum Science and a keen interest in educational research. The ideal candidate will assist in planning, implementing, and evaluating a Quantum Science Summer Camp tailored for high school students and teachers.

Responsibilities:

- **Planning Curriculum:** Assist professional curriculum writer with the development of a comprehensive curriculum for a Quantum Science Summer Camp, focusing on engaging and educational experiences for both students and teachers.
- **Implementation Oversight:** Ensure smooth execution of the camp, overseeing activities, workshops, and lectures to impart quantum science concepts effectively.
- **Research and Development:** Conduct ongoing educational research to enhance the curriculum, incorporating innovative teaching methodologies and evaluating their effectiveness.
- **Collaboration:** Work closely with educators, scientists, and camp staff to coordinate activities, aligning them with educational objectives and student/teacher needs.
- **Evaluation and Reporting:** Assess the success of the camp, collecting data, analyzing results, and preparing detailed reports on participant engagement, learning outcomes, and overall effectiveness.
- **Diversity and Inclusion:** Ensure that the curriculum and activities are accessible to a broad range of backgrounds, inspire belonging in STEM for underrepresented communities, and are culturally relevant for minority populations in New Mexico.
- **Continuous Improvement:** Utilize feedback and evaluation results to refine future camp programs, ensuring continuous improvement and alignment with educational goals.

Requirements:

- **Quantum Science Background:** Some knowledge and/or expertise in Quantum Science, either through coursework, research, practical application, and/or self-taught learning.
- **Educational Expertise:** Experience in educational research, curriculum development, or teaching, preferably in STEM-related fields.
- **Project Management Skills:** Ability to plan, organize, and manage multiple aspects of a complex program, meeting deadlines and ensuring quality deliverables.
- **Analytical Skills:** Proficiency in evaluating educational programs, collecting, and analyzing data to assess impact and make informed improvements.
- **Collaborative Nature:** Strong communication and collaboration skills to work effectively with diverse teams and stakeholders.
- **Passion for Education:** A genuine interest in fostering a love for Quantum Science among students and educators, aiming to inspire and facilitate learning.

Attachment 2 - Statement of Work

Background

ORAU provides innovative scientific and technical solutions to advance national priorities in science, education, security and health. Through specialized teams of experts, unique laboratory capabilities and access to a consortium of more than 145 major Ph.D.-granting institutions, ORAU works with federal, state, local and commercial customers to advance national priorities and serve the public interest. A 501(c)(3) nonprofit corporation and federal contractor, ORAU manages the Oak Ridge Institute for Science and Education (ORISE) for the U.S. Department of Energy (DOE).

The WDTS RENEW Sandia National Laboratory (SNL) Quantum Computing, Mathematics & Physics (QaCAMP) will be largely project-based, with some portions delivered in interactive lecture format by both a Lead Instructor and research scientists at SNL. Participants will gain experience creating circuits on a real-world quantum computer and gain access to resources to bring quantum concepts into the classroom. Students will have many opportunities to interact with scientists at varying career levels and will receive a primer on the fundamentals of computing, learn hands-on the oftentimes perplexing phenomena of quantum physics, and apply those phenomena to solve computing problems in new ways.

Objective

Obtain a **Lead Instructor** to co-develop daily curriculum on Quantum Science. The Lead Instructor will assist with delivery of curriculum to a group of high school students during the four (4)-week program and oversee day-to-day activities of the Sandia QCaMP high school participants while providing guidance and ensuring safety. Lead Instructor will also oversee teacher workshop participants in the three (3)-day workshop located in the Albuquerque, Santa Fe, or Gallup, New Mexico area(s).

Lead Instructor Time Commitment:

Instructor is requested to begin the week of May 20, 2024 via virtual appointment(s).

Instructor will be required to be in-person full-time during the months of June –August in one of the following locations: Albuquerque, Santa Fe, or Gallup, NM.

Scope

Subcontractor will work with the ORISE Technical Contact, the Sandia Technical Contact, other Sandia staff, and additional ORAU/ORISE staff to accomplish the goals of the Sandia QCaMP.

Tasks

Task 1: Planning Curriculum

- Assist professional curriculum writer and quantum researchers with the development of a comprehensive curriculum for a Quantum Science Summer Camp, focusing on engaging and educational experiences for both students and teachers.
- Provide soft copies of lesson plans, worksheets, procedures, and other curriculum related materials to the Sandia Technical Contact.

Attachment 2 - Statement of Work

- Provide the Sandia Technical Contact with a list of materials and supplies needed to complete the group research projects assuming a group of 20 students.
- Ensure continuity of concepts, terminology, and templates across various lesson modules.

Task 2: Diversity and Inclusion

- Ensure that the curriculum and activities are accessible to a broad range of backgrounds, inspire belonging in STEM for underrepresented communities, and are culturally relevant for minority populations in New Mexico.

Task 3: Pre-Program Meeting(s)

- Attend planning meetings via conference calls leading up to QCaMP.
- The Sandia Technical Contact will coordinate with Lead Instructor to determine dates for meetings on their availability.
- Attend pre-program meetings and set-up at one of the program sites in New Mexico.

Task 4: Collaboration with the Team of Instructors

- Work closely with instructors, scientists, and camp staff to coordinate activities, aligning them with educational objectives and student/teacher needs.

Task 5: Contact and Communication with the Sandia Technical Contact

- Communicate with the Sandia Technical Contact daily to ensure that Sandia staff are aware of the progress of the program.
- Inform the Sandia Technical Contact about any mishaps, program needs, or issues that occur with participants.

Task 6: Medical Emergencies and Other Issues

- Serve as the Point of Contact for resolving any medical emergencies, disciplinary, or other issues that may arise with the participants during the week.
- In the event of a medical emergency, call 911 if needed.
- Drive participants to a medical provider if needed.
- Inform the Sandia Technical Contact about any medical emergencies or other medical issues.
- Contact parents or emergency contacts for any medical emergencies, in the absence of the Sandia Technical Contact.
- Significant non-emergency medical issues will always be communicated to the parents prior to treatment.
- Keep student medical release and all participant insurance forms with you at all times, and keep the information protected and confidential.

Task 7: Safety and Supervision

- Complete all required training related to the safety and protection of minors and Sandia policies.
- Consider participant safety and confidentiality in every decision that is made.

Attachment 2 - Statement of Work

- Ensure that student participants are supervised throughout the duration of the camp.
- Abide by parental wishes regarding permission for a participant publishing photographs/videos/social media. Protect participant personal information.

Task 8: Implementation Oversight

- Attend entire duration of camp.
- Ensure smooth execution of the camp, overseeing activities, workshops, and lectures to impart quantum science concepts effectively.

Task 9: Research and Development

- Conduct ongoing educational research to enhance the curriculum, incorporating innovative teaching methodologies and evaluating their effectiveness.

Task 10: Wrap-up Tasks

- At the completion of QCaMP activities, work with team of instructors to inventory and pack all equipment and unused materials and supplies.
- Assess the success of the camp, collecting data, analyzing results, and preparing detailed reports on participant engagement, learning outcomes, and overall effectiveness.
- Participate in Lessons-Learned session at the conclusion of the program either in-person or virtually.
- Utilize feedback and evaluation results to refine future camp programs, ensuring continuous improvement and alignment with educational goals.

Task 11: Other Tasks

- Other tasks directed by the Sandia Technical Contact may be required for the successful completion of the program.

Task/Project Milestones

Task #	Work Milestones	Projected Completion Date*
	Develop and submit curriculum for group research projects	June 3, 2024
3	Planning meeting(s)	Throughout May
4	Coordination with other instructors	Ongoing
5	Contact and communication with the Sandia technical contact	Ongoing
8	Teacher workshop implementation	June 10-12, 2024
8	Camp implementation	July 1 - 26, 2024
10	Wrap-up: Inventory and storage of equipment and supplies	July 26, 2024
10	Lessons learned meeting	August

*Dates may be subject to change and will be finalized with final award.

Delivery

All deliverables must be submitted directly to the ORISE Technical Contact and must be in accordance with the identified tasks above.



Attachment 2 - Statement of Work

Location of Performance

Location of performance will be:

1. Virtual during the month of May 2024.
2. In-person for the teacher workshop will be held June 10-12, 2024 in Albuquerque or Santa Fe, NM.
3. In-person for the QaCAMP to be held July 1 – July 26, 2024, in one of the following locations: Albuquerque, Santa Fe, or Gallup, NM.

Period of Performance

The period of performance for this work will be **date of award (anticipated for May 20, 2024) through August 30, 2024.**

Attachment 3
Contract Terms and Conditions

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Attachment 3 Terms and Conditions

A. Solicitation/Offer/Award

B. Supplies or Services & Prices

B.1. Funds Availability

ORAU's obligation under this Agreement is contingent upon the availability of appropriated funds from the U.S. Government from which payment for Agreement purposes can be made. No legal liability on the part of ORAU and the U.S. Government for any payment may arise until funds are made available to ORAU for this Agreement and until the Subcontractor receives notice of such availability.

B.2. Limitation of Funds

Total funds in the amount of \$_____ are obligated herewith for the efforts conducted through named period of performance and are made available for payment of authorized effort in accordance with the terms and conditions of this Agreement.

No legal liability on the part of ORAU for any payment may arise. Funds are not made available for this Agreement until the Subcontractor receives written notice of such availability.

B.3. Payment

ORAU shall make payment upon receipt of each invoice meeting the requirements of this Agreement. Unless otherwise provided, terms of payment shall be **NET 15** days from the latter of (1) submission of Subcontractor's proper invoice, if required (unless such invoice is not approved), or (2) delivery of supplies/completion of work if invoice is not required. Any offered discount shall be taken if payment is made within the discount period that Subcontractor indicates. Payments may be made either by check or electronic funds transfer, at the option of ORAU. Payment shall be deemed to have been made as of the date of mailing or the date on which an electronic funds transfer made.

Subcontractor's acceptance of final payment of any agreement hereunder constitutes a release of all claims and liabilities, which the Subcontractor may have against ORAU relating to that agreement.

C. Specifications/Statement of Work

C.1. Statement of Work

The requirements and specifications of this Agreement, including but not limited to, Agreement objectives, scope, tasks, deliverables, special requirements and/or provisions, and performance details can be found in Section J - Attachment 1, Statement of Work, which is hereby incorporated by reference into this Agreement.

C.2. Deliverables

All deliverables shall be in accordance with *Attachment J-1, Statement of Work*. Deliverables shall be unclassified and provided to the ORAU Technical Contact named in Section G of this Agreement in accordance with the Technical Contact's direction.

D. Packaging & Marking

D.1. Packaging

Preservation and packing for shipment or mailing of all unclassified work delivered hereunder shall be in accordance with

good commercial practices, adequate enough to ensure acceptance by carriers, and at the most economical rate(s). The Technical Contact will indicate whether deliverables will be electronic or hard copy, and will provide any necessary formatting instructions for reports or other deliverables.

D.2. Marking

Each unclassified package, report, or other deliverable shall be accompanied by a letter or other document stating the following:

- (1) the Agreement number under which the item is being delivered;
- (2) the deliverable Item Number or Report Requirement which requires the delivered item(s); and
- (3) whether the Subcontractor considers the delivered item to be a partial or full satisfaction of the requirement.

E. Inspection & Acceptance

E.1. Inspection & Acceptance

(a) The ORAU Technical Contact named in Section G of this Agreement will inspect and accept each deliverable under this Agreement, normally within 14 days of receipt. Inspection and acceptance will be at an ORAU location, unless modified by the Subcontract Administrator. The Technical Contact will be responsible for confirming acceptance of each deliverable under this Agreement to the Subcontract Administrator.

(b) ORAU has the right to inspect and test all services and supplies called for by the Agreement at all places and times, including the period of manufacture or performance, and in any event before acceptance. If ORAU specifies an inspection system elsewhere in the Agreement, Subcontractor shall provide and maintain such inspection system covering services and supplies under this Agreement and shall provide only services and supplies that have been found to conform to the requirements of the Agreement. Complete records of all inspections shall be maintained and made available to ORAU during performance and for as long as Agreement requires. ORAU shall perform inspections and tests in a manner that will not unduly delay the work. ORAU assumes no contractual obligation to perform any inspection or test for Subcontractor's benefit unless specifically set forth elsewhere in this Agreement. ORAU failure to inspect the services and supplies shall not relieve Subcontractor from responsibility, nor impose liability on ORAU, for nonconformity. If ORAU performs inspection or test on the premises of Subcontractor or a subcontractor, Subcontractor shall cause to be furnished, without additional charge, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(c) Except for research and development, ORAU may reject or require correction of any nonconformity. If Subcontractor is not ready for inspection at time specified by Subcontractor, or if prior rejection makes re-inspection or retest necessary, ORAU may charge Subcontractor the additional cost of inspection or test. Subcontractor shall not tender for acceptance corrected or rejected services or supplies without disclosing the former rejections or requirement for correction, and shall disclose the corrective action taken.

(d) Except for research and development, ORAU, in addition to any other rights and remedies provided by law, or under other provisions of this Agreement, may require Subcontractor, at no increase in Agreement price, to (1) re-perform the non-conforming services and correct or replace the non-conforming supplies or (2) reduce the Agreement price to reflect the reduced value of Subcontractor's performance. When supplies are returned, Subcontractor shall bear the transportation cost. If within 10 days of ORAU written notice, Subcontractor fails to re-perform or correct or replace, as required, ORAU shall have the right by contract or otherwise to perform the services, replace or correct such supplies, and charge to Subcontractor the cost occasioned the ORAU thereby and /or terminate this Agreement.

F. Deliveries or Performance

F.1. Period of Performance

The period of performance is *anticipated to be* **May 20, 2024 through August 30, 2024.**

G. Contract Administration Data

G.1. Invoices

Invoices shall contain the following information as applicable:

- Date of Invoice,
- Agreement Number,
- Line Item Number,
- Description of Services/Supplies (*including quantities, unit prices, and extended totals*) and,
- Payment Terms

Invoices shall be e-mailed to **ORAUAccountsPayable@orau.org**. The invoice shall be an attachment to the e-mail and must be in PDF Format. If the invoice is e-mailed to the above address, do not send a duplicate in the mail. If mailed please send to the address below.

Oak Ridge Associated Universities

Attn: Accounts Payable

P.O. Box 117, MS 35

Oak Ridge, TN 37831-0117

ORAU utilizes an Electronic Funds Transfer (EFT) Payment Program to expedite the payment process to Subcontractor(s). The payee receives confirmation of the payment immediately with an established e-mail address. If your organization would like to benefit from this service, please email your request with contact information directly to **procurement@orau.org**.

If you have any questions, you may also contact the Subcontract Administrator named in Section G or the ORAU Procurement & Partnerships Help Desk at (865) 576-3049.

G.2. Technical Contact

The Technical Contact for this Agreement is:

H. Special Contract Requirements

H.1. Protection of Personally Identifiable Information (PII)

(a) To the extent that the work under this Agreement requires the Subcontractor be given access to personally identifiable information about an individual gathered and/or maintained by the Government and/or ORAU (hereinafter referred to as "PII"), Subcontractor shall after receipt thereof, treat such PII as confidential and safeguard such information from unauthorized use and disclosure. Subcontractor agrees to execute a Confidentiality Agreement protecting PII, when necessary, and further agrees not to appropriate such PII for its own use or to disclose such information to third parties unless specifically authorized by ORAU in writing.

(b) Subcontractor agrees to allow access only to those employees who need the PII to perform services under this Agreement and agrees that PII will be used solely for the purpose of performing services under this Agreement. Subcontractor shall ensure that its employees will not discuss, divulge or disclose any such PII to any person or entity except those persons within the Subcontractor's organization directly concerned with the performance of the Agreement.

(c) Subcontractor shall administer a monitoring process to ensure compliance with the provisions of this clause, promptly report any breaches to the ORAU Technical Contact, and implement immediate, appropriate corrective actions to contain and prevent recurrence.

(d) Subcontractor shall report to the ORAU Technical Contact and the ORAU Subcontract Administrator named in Section G, immediately upon discovery of a real or suspected loss of PII. Protected PII is an individual's first name or first initial and last name in combination with any one or more of the following data elements including, but not limited to, social security number, passport number, credit card numbers, clearances, bank numbers, biometrics, date and place of birth, mother's maiden name, criminal, medical and financial records, educational transcripts, etc.

(e) ORAU may terminate this Agreement for default if Subcontractor or an employee of Subcontractor fails to comply

with the provisions of this clause. ORAU may also exercise any other rights and remedies provided by law or this Agreement, including criminal and civil penalties.

(f) Subcontractor shall include this clause in all appropriate Agreements. However, such provision in the Agreements shall not relieve Subcontractor of its obligation to assure compliance with the provisions of this clause.

H.2. Prohibition on Subcontracting/Assignment of Work

Lower-tier subcontracts for the performance of work or services specified per this Agreement are hereby prohibited without prior written consent from the Subcontract Administrator.

I. Contract Clauses

I.1. ORAU General Terms & Conditions

ORAU General Terms & Conditions, Revision 5; Dated 5-20, are hereby incorporated by reference and made part of this document. ORAU General Terms & Conditions may be viewed in full text at the following website:

<https://orau.org/doing-business-with-us/procurement/terms-conditions.html>

Should you require a paper copy, please contact the Subcontract Administrator named in Section G of this Agreement. This Agreement may also incorporate certain provisions by reference. These articles and clauses apply as if they were set forth in their entirety. For FAR and DEAR provisions incorporated by reference, *Contractor* means Subcontractor and *Contracting Officer* means Subcontract Administrator or ORAU. The FAR and DEAR may be obtained from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. or from the following Government websites:

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

DEAR: <https://www.acquisition.gov/dears/>

I.2. Definitions

The following terms shall have the meanings below:

- (a) Government means the United States of America and includes the U. S. Department of Energy (DOE) or any duly authorized representative thereof.
- (b) Company means Oak Ridge Associated Universities, Inc. (ORAU), acting under Contract No. DE-SC0014664.
- (c) Subcontractor means the person or organization that has entered into this Agreement.
- (d) Agreement means Purchase Order, Subcontract, Blanket Agreement, Modification, or Release thereof.
- (e) Contract Specialist means Company's cognizant Procurement Representative.
- (f) Educational Institution means an entity identified in Office of Management and Budget Circular No. A-21.

I.3. Confidentiality and Nondisclosure

ORAU requires confidentiality:

(a) All data, samples, materials and/or other information, whether oral or written, which are disclosed or made available to Subcontractor by ORAU, directly or indirectly, will be treated as confidential and will not be disclosed or made available by Subcontractor directly, or indirectly, to any third party nor used for any purpose other than to permit business and/or technical discussions between Subcontractor, and ORAU except as shall be agreed to in writing by ORAU. All data, samples, materials, or other applicable information shall be regarded to be of a proprietary or confidential nature. If confidential/ proprietary information is conveyed orally then a condition of confidentiality shall apply when such information is subsequently identified as such in writing. Subcontractor shall afford such confidential information the

same security and care in handling and storage as Subcontractor provides for its own confidential and proprietary information and data. Subcontractor agrees to take all reasonable steps to preserve the confidentiality of all such data and information and agree that such data and information will be made available only to those of your associates, partners and employees as shall have a need to know same and that, unless Subcontractor has already done so, Subcontractor will do all things necessary to obligate such associates, partners or employees to maintain such information in confidence. Subcontractor's obligations as to such data, samples, materials, and/or other information under this paragraph shall not extend to any data, samples, materials, and/or other information which

- (1) can be shown by Subcontractor to have been in its possession before the receipt thereof from ORAU or
- (2) is now, or hereafter becomes, information in the public domain through no act or failure to act by Subcontractor or by any of your associates, partners, or employees; or
- (3) can be shown Subcontractor to have received subsequently on non-confidential basis from a third party who did not itself acquire same, directly or indirectly, from ORAU or
- (4) is independently developed separate from the activities undertaken pursuant to this Agreement.

(b) All written data and information, any samples or materials furnished by ORAU and all copies, reproductions, and portions thereof shall be and remain the exclusive property of ORAU; and Subcontractor agrees promptly to deliver the same to ORAU upon request. Subcontractor further agrees not to make any analysis not requested by ORAU of any data furnished to Subcontractor by ORAU nor to permit any third party to do so. Subcontractor also agrees to promptly disclose to ORAU, without any restrictions on our use thereof, all written data and information based on, or derived from the use of ORAU documents of any nature.

(c) Subcontractor obligations under this section shall remain in effect for a period of 5 years from the date of receipt of the subject data, materials and/or other information and shall survive the termination of this or any other agreement between Subcontractor, or any of Subcontractor associates, partners or employees, and ORAU.

(d) Subcontractor shall not be liable to ORAU for disclosure of any data, samples, materials and/or other information received hereunder if such disclosure is made pursuant to a governmental or judicial mandate, provided that Subcontractor shall have given ORAU prompt notice of such mandate before the submission of said data, samples, materials, and/or other information and, provided further, that Subcontractor, shall have taken no action to prevent or interfere with efforts ORAU might take to intervene in any such proceeding or to otherwise prevent such disclosure.

(e) Nothing in this Agreement shall be understood as granting, expressly or by implication, any rights to Subcontractor, under the patents, technical information or know-how of ORAU. No patent license, immunity or other patent right is hereby conferred by implication, estoppel, or otherwise.

(f) Each party shall perform its obligations hereunder at its own costs.

(g) In no event shall either party be liable to the other for any form of indirect, special, or consequential damages arising out of the conduct of this activity or the submission of the subject proposal whether such liability shall arise in contract, tort (including negligence), strict liability or otherwise. The parties acknowledge that monetary damages may be inadequate to protect ORAU against breach of this clause. Subcontractor agrees in advance to the granting of injunctive or other equitable relief in favor of ORAU without proof of actual damages which may be in addition to actual damages for breach of this Agreement.

I.4. Warranty

Subcontractor represents and warrants that the deliverables will not infringe upon any copyright, proprietary right, right of publicity or privacy or any other right of any third party.

I.5. Acceptance of Terms & Conditions

Subcontractor, by signing this Agreement, delivering the supplies, or performing the requirements indicated herein, agrees to comply with all the terms and conditions and all specifications and other documents that this Agreement incorporates by reference or attachment. ORAU hereby objects to any terms and conditions contained in any acknowledgment of this Agreement that are different from or in addition to those mentioned in this document. Failure of ORAU to enforce any of the provisions of this Agreement shall not be construed as evidence to interpret the requirements of this Agreement, nor a waiver of any requirement, nor of the right of ORAU to enforce each and every provision. All rights and obligations shall survive final performance of this Agreement.

I.6. Privity

The term "privity," as used herein, designates the relationship of right and duty that exists between the immediate parties to a contract. Subcontractor is in privity solely with ORAU. All legal relations involving the Subcontractor must be settled between ORAU and the Subcontractor, by reference to the common law of contracts between the two private parties.

I.7. Indemnification

In addition to any liability or obligation of subcontractor to ORAU at law, subcontractor shall defend, hold harmless and indemnify ORAU, its directors, officers, employees, and agents, from and against any actions, suits, claims, judgments, liabilities, losses, costs and expenses (including actual attorneys fees) arising out of or relating to, directly or indirectly, any breach by subcontractor of its warranties or allegation that the deliverables infringe or misappropriate the copyright, patent, or other proprietary or intellectual property right of any third party, or that the work performed by subcontractor violates any applicable law or its agreements with any third party. Subcontractor is not responsible for any claims and damages arising solely from any modifications to the deliverables made by ORAU, or solely from any modifications made by subcontractor at the instruction of ORAU.

I.8. Controlled Unclassified Information

In the performance of work under this Agreement, the Subcontractor shall comply with all provisions of applicable regulations and mandatory guidance which apply to work involving Controlled Unclassified Information, documents, or material. In this section:

Information means - facts, data, or knowledge itself;

Document means - the physical medium on or in which information is recorded; and

Material - means a product or substance which contains or reveals information, regardless of its physical form or characteristics.

Controlled Unclassified Information includes "*Official Use Only*," "*For Official Use Only*," "*Unclassified Controlled Nuclear Information*," and privacy information such as "*Personally Identifiable Information*." The Subcontractor shall ensure that any document or material that may contain Controlled Unclassified Information is reviewed by the appropriate official before dissemination.

Subcontractor shall insert this clause in any subcontract that involves or may involve access to Controlled Unclassified Information.

I.9. Work Stoppage and Shutdown Authorization (OCT 2014)

Note: Nothing in this clause shall supersede the regulatory requirements in 10 CFR 851

(a) Imminent Health and Safety Hazard is a given condition or situation which, if not immediately corrected, could result in a serious injury or death, including exposure to radiation and toxic/hazardous chemicals. Imminent Danger in relation to the facility safety envelope is a condition, situation, or proposed activity which, if not terminated, could cause, prevent mitigation of, or seriously increase the risk of (1) nuclear criticality, (2) radiation exposure, (3) fire/explosion, and/or (4) toxic hazardous chemical exposure.

(b) Work Stoppage. In the event of an Imminent Health and Safety Hazard, identified by facility line management or operators or facility health and safety personnel overseeing facility operations, or other individuals, the individual or group identifying the imminent hazard situation shall immediately take actions to eliminate or mitigate the hazard (i.e., by directing the operator/implementer of the activity or process causing the imminent hazard to stop work, or by initiating emergency response actions or other actions) to protect the health and safety of the workers and the public, and to protect U.S. Department of Energy (DOE) facilities and the environment. In the event an imminent health and safety hazard is identified, the individual or group identifying the hazard should coordinate with an appropriate Contractor official, who will direct the shutdown or other actions, as required. Such mitigating action should subsequently be coordinated with the DOE and Contractor management. The suspension or stop-work order should be promptly confirmed in writing by the Contracting Officer.

(c) Shutdown. In the event of an imminent danger in relation to the facility safety envelope or a non- Imminent Health and Safety Hazard identified by facility line managers, facility operators, health and safety personnel overseeing facility operations, or other individuals, the individual or group identifying the potential health and safety hazard may recommend facility shutdown in addition to any immediate actions needed to mitigate the situation. However, the recommendation must be coordinated with Contractor management, and the DOE Site Manager. Any written direction to suspend operations shall be issued by the Contracting Officer, pursuant to the Clause entitled, "FAR 52.242-15, Stop-Work Order."

(d) Facility Representatives. DOE personnel designated as Facility Representatives provide the technical/safety oversight of operations. The Facility Representative has the authority to "stop work," which applies to the shutdown of an entire plant, activity, or job. This stop-work authority will be used for an operation of a facility which is performing work the Facility Representative believes:

- (1) Poses an imminent danger to health and safety of workers or the public if allowed to continue;
- (2) Could adversely affect the safe operation of, or could cause serious damage to the facility if allowed to continue; or
- (3) Could result in the release of radiological or chemical hazards to the environment in excess of regulatory limits.

(e) This clause flows down to all subcontractors at all tiers. Therefore, the Contractor shall insert a clause, modified appropriately to substitute "Contractor Representatives" for "the Contracting Officer" in all subcontracts.

I.10. Article Release

Subcontractor hereby grants to ORAU the copyright and all other rights to the deliverable which includes but is not limited to the right to edit and revise the deliverable, the right to reproduce, distribute, and publish the deliverable in all media, including but not limited to, in print, online, in any other electronic form, and on audiotape, the right to translate the deliverable and publish it in foreign languages and to prepare and publish abridged versions and other derivative versions of the deliverable.

I.11. Employee Concerns Program

(a) DOE has established an Employee Concerns Program (ECP) in **DOE Order 442.1B** available at

<http://www.directives.doe.gov/directives>. The ECP applies to any person working for DOE or a contractor or subcontractor on a DOE project. The ECP provides a means for employees to raise good-faith concerns that a policy or practice of DOE or one of its Contractors or Subcontractors should be improved, modified, or terminated. Concerns can address health, safety, the environment, management practices, fraud, waste, or reprisal for raising a concern.

(b) **DOE Order 442.2 Change 1** "*Differing Professional Opinions for Technical Issues Involving Environment, Safety and Health Technical Concerns*," that covers resolution of differing professional opinions from employees on technical issues relating to ES&H. Employees for purposes of the Policy are any persons working for DOE, including the NNSA or a DOE Contractor or Subcontractor on a DOE project.

(c) In addition, ORAU has an ECP. Subcontractor employees may raise concerns about actions of ORAU and/or its employees directly with ORAU.

(d) The Subcontractor must notify its employees that:

(1) DOE and ORAU have ECPs;

(2) Employees are encouraged to first seek resolution with first-line supervisors or through existing complaint or dispute resolution systems, but that they have the right to report concerns through the DOE ECP;

(3) If a concern is not resolved by supervisors, or if the employee elects not to raise the concern with supervisory personnel, the concern may be reported to the DOE Oak Ridge Operations Office (ORO) by calling the ORO Telephone Hotline, (865) 241-3267. Concerns related to actions by ORAU employees may be reported to ORAU by calling (865) 576-3054; and

(4) ORAU will not tolerate reprisals against or intimidation of employees who have reported concerns.

(e) Upon request, the Subcontractor must assist DOE and ORAU in resolution of employee concerns.

(f) Subcontractor shall include this clause in all Agreements hereunder.

I.12. Disposition of Intellectual Property - Failure to Complete Contract

The following provisions shall apply in the event the subcontractor does not complete contract performance for any reason:

(a) The Government may take possession of and use all the technical data, including limited rights data, restricted computer software, and data and software obtained from subcontractors, licensors, and licensees, necessary to complete the work in conformance with this agreement, including the right to use the data in any Government solicitations for the completion of the work contemplated under this agreement. Technical data includes, but is not limited to, specifications, designs, drawings, operational manuals, flowcharts, software, databases and any other information necessary for the completion of the work under this contract. Limited rights data and restricted computer software will be protected in accordance with the provisions of the Section I clause entitled DEAR 970.5227-1 Rights in Data- Facilities. The subcontractor shall ensure that its lower tier subcontractors and licensors make similar rights available to the Government and its contractors.

(b) The subcontractor agrees to and does hereby grant to the Government an irrevocable, non- exclusive, paid-up license in and to any inventions or discoveries regardless of when conceived or actually reduced to practice by the subcontractor, and any other intellectual property, including technical data, which are owned or controlled by the subcontractor, at any time through completion of this agreement and which are incorporated or embodied in the construction of the facilities or which are utilized in the operation or remediation of the facilities or which cover articles, materials or products manufactured at a facility: (1) to practice or to have practiced by or for the Government at the facility; and (2) to transfer such license with the transfer of that facility. The acceptance or exercise by the Government of the aforesaid rights and license shall not prevent the Government at any time from contesting the enforceability, validity or scope of, or title to, any rights or patents or other intellectual property herein licensed.

(c) In addition, the subcontractor will take all necessary steps to assign permits, authorizations, leases, and licenses in any third party intellectual property to the Government, or such other third party as the Government may designate, that are necessary for the completion of the work contemplated under this agreement.

I.13. Published Material(s)

Subcontractor is required to ensure that any materials that may be published under this Agreement have the following

statement included on the document(s):

"This document describes activities performed under an Agreement between Oak Ridge Associated Universities (ORAU) and the U.S. Department of Energy (DOE)."

I.14. Export Compliance

(a) Subcontractor agrees to comply with all the applicable U.S. export control laws and regulations, specifically including, but not limited to, the requirements of the *Arms Export Control Act*, **22 U.S.C.2751-2794**, including the *International Traffic in Arms Regulations (ITAR)*, **22 C.F.R. 120 et seq.**; and the *Export Administration Act*, **50 U.S.C. app. 2401-2420** including the *Export Administration Regulations*, **15 C.F.R. 730-774**; including the requirement for obtaining any export license or agreement, if applicable. Without limiting the foregoing, Subcontractor agrees that it will not transfer any export controlled item, data, or services, to include transfer to foreign persons employed by or associated with, or under contract to Subcontractor or Subcontractor's lower-tier Subcontractors, without the authority of an export license, agreement, or applicable exemption or exception.

(b) Subcontractor agrees to notify ORAU if any deliverable under this Agreement is restricted by export control laws and/or regulations.

(c) Subcontractor shall *immediately* notify the Subcontract Administrator if Subcontractor is, or becomes, listed in any Denied Parties List or if Subcontractor's export privileges are otherwise denied, suspended, or revoked in whole or in part by any U.S. Government entity or agency.

(d) If Subcontractor is engaged in the business of either exporting or manufacturing (whether exporting or not) defense articles or furnished defense services, Subcontractor represents that it is registered with the Office of Defense Trade Controls, and as required by the ITAR, and it maintains an effective export/import compliance program in accordance with the ITAR.

(e) Subcontractor shall be responsible for all losses, costs, claims, causes of action, damages, liabilities, and expense, including attorneys' fees, all expense of litigation and/or settlement, and court costs, arising from any act of omission of Subcontractor, its Officers, employees, agents, suppliers, or Subcontractors at any tier, in the performance of any of its obligations under this clause.

(f) Subcontractor shall include this clause in all Agreements hereunder.

I.15. FAR 52.222-36 Equal Opportunity for Workers With Disabilities (JUL 2014)

(a) *Equal opportunity clause.* The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60.741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) *Subcontracts.* The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

I.16. FAR 52.227-10 Filing of Patent Applications - Classified Subject Matter (DEC 2007)

(DEC 2007)

I.17. FAR 52.223-6 Drug-Free Workplace (MAY 2001)

(MAY 2001)

I.18. FAR 52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2013)

(JUL 2013)

I.19. FAR 52.209-6 Protecting the Governments Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (AUG 2013)

(AUG 2013)

I.20. FAR 52.222-26 Equal Opportunity (APR 2015)

(APR 2015)

I.21. FAR 52.244-6 Subcontracts for Commercial Items (APR 2015)

(APR 2015)

I.22. FAR 52.223-18 Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)

(AUG 2011)

I.23. FAR 52.222-21 Prohibition of Segregated Facilities (APR 2015)

(APR 2015)

I.24. FAR 52.222-54 Employment Eligibility Verification (AUG 2013)

(AUG 2013)

I.25. FAR 52.222-50 Combating Trafficking in Persons (MAR 2015)

(MAR 2015)

I.26. FAR 52.232-40 Providing Accelerated Payments to Small Business Subcontractors (DEC 2013)

(DEC 2013)

I.27. DEAR 952.227-11 Patent Rights-Retention by The Contractor (Short Form) (FEB1995)

(FEB 1995)

I.28. DEAR 952.208-70 Printing (APR 1984)

(APR 1984)

I.29. DEAR 952.227-13 Patent Rights-Acquisition By The Government (SEP 1997)

(SEP 1997)

I.30. DEAR 970.5227-1 Rights in Data - Facilities (DEC 2000) - Deviation

(DEC 2000) - Deviation

I.31. DEAR 952.203-70 Whistleblower Protection for Contractor Employees (DEC 2000)

(DEC 2000)

J. List of Attachments

J.1. List of Attachments

Attachment 1 - Statement of Work

K. Representations, Certifications, & Other Statements

K.1. Unclassified Foreign Visits and Assignments Certification

In accordance with DOE O 142.3, certification is required if work under any resulting Agreement will require an Individual or Subcontractor Employee to access DOE sites, programs, information, and technologies.

By signing this agreement, the Offeror or Individual, certifies that:

- (a) All individuals who will be assigned to work under the proposed Agreement are United States Citizens; or
- (b) A list of Foreign Nationals, assigned to work under the proposed Agreement, is below:

Name of Foreign National	Country of Citizenship	Country of Birth

If it is determined that foreign nationals are required in the performance of work under this Agreement, additional information may be requested. Up to 45 days may be required to obtain the necessary approvals for those listed above.

K.2. Representations & Certifications

The North American Industry Classification System (NAICS) code for this agreement is **611430**. The Small Business size standard for this classification is **\$15.0 Million**.