


AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING		PAGE OF PAGES 1 70	
2. CONTRACT (Proc. Inst. Ident.) NO. NRC-HQ-25-16-C-0001				3. EFFECTIVE DATE See Block 20C		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. NRO-16-0090	
5. ISSUED BY US NRC - HQ ACQUISITION MANAGEMENT DIVISION MAIL STOP TWFN-5E03 WASHINGTON DC 20555-0001		CODE NRCHQ		6. ADMINISTERED BY (If other than Item 5)		CODE	
7. NAME AND ADDRESS OF CONTRACTOR (No., Street, City, Country, State and ZIP Code) TAYLOR ENGINEERING INC 10151 DEERWOOD PARK BLVD STE 300 JACKSONVILLE FL 322565507				8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)		9. DISCOUNT FOR PROMPT PAYMENT	
				10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN		ITEM	
				11. SHIP TO/MARK FOR CODE NRCHQ US NUCLEAR REGULATORY COMMISSION- MAIL PROCESSING CENTER 4930 BOILING BROOK PARKWAY ROCKVILLE MD 20852		12. PAYMENT WILL BE MADE BY CODE NRCPAYMENTS US NUCLEAR REGULATORY COMMISSION TWO WHITE FLINT NORTH 11545 ROCKVILLE PIKE MAILSTOP T9-B07 ROCKVILLE MD 20852-2738	
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION. <input type="checkbox"/> 10 U.S.C. 2304 (c) () <input checked="" type="checkbox"/> 41 U.S.C. 253 (c) (1)				14. ACCOUNTING AND APPROPRIATION DATA See Schedule			
15A. ITEM NO		15B. SUPPLIES/SERVICES		15C. QUANTITY		15D. UNIT	
						15E. UNIT PRICE	
						15F. AMOUNT	
Continued							
				15G. TOTAL AMOUNT OF CONTRACT		\$819,010.00	
16. TABLE OF CONTENTS							
(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
	A	SOLICITATION/CONTRACT FORM			I	CONTRACT CLAUSES	
	B	SUPPLIES OR SERVICES AND PRICES/COSTS		PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
	C	DESCRIPTION/SPECS./WORK STATEMENT			J	LIST OF ATTACHMENTS	
	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
	E	INSPECTION AND ACCEPTANCE			K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
	F	DELIVERIES OR PERFORMANCE			L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
	G	CONTRACT ADMINISTRATION DATA			M	EVALUATION FACTORS FOR AWARD	
	H	SPECIAL CONTRACT REQUIREMENTS					
CONTRACTING OFFICER WILL COMPLETE ITEM 17 (SEALED-BID OR NEGOTIATED PROCUREMENT) OR 18 (SEALED-BID PROCUREMENT) AS APPLICABLE							
17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return <u>1</u> copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. <input type="checkbox"/> SEALED-BID AWARD (Contractor is not required to sign this document.) Your bid on Solicitation Number <u>NRC-HQ-25-16-R-0001</u> including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your bid, and (b) this award/contract. No further contractual document is necessary. (Block 18 should be checked only when awarding a sealed-bid contract.)			
19A. NAME AND TITLE OF SIGNER (Type or print)				20A. NAME OF CONTRACTING OFFICER MARK THOMPSON			
19B. NAME OF CONTRACTOR		19C. DATE SIGNED		20B. UNITED STATES OF AMERICA		20C. DATE SIGNED	
BY				BY 		09/29/2016	
(Signature of person authorized to sign)				(Signature of the Contracting Officer)			

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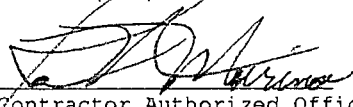
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CONTINUATION SHEET

 REFERENCE NO. OF DOCUMENT BEING CONTINUED
 NRC-HQ-25-16-C-0001

PAGE 2 OF 70

 NAME OF OFFEROR OR CONTRACTOR
 TAYLOR ENGINEERING INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Technical Assistance with Tsunami and Storm Surge Hazard Assessment at Nuclear Power Plant Sites in the United States Contractor POCs: Business: Christopher Bender, Project Manager Email: cbender@taylorengeering.com Phone: (904) 731-7040 Technical: James Marino, President Email: jmarino@taylorengeering.com Phone: (904) 731-7040  29 SEP 16 Contractor Authorized Official Date Delivery: 09/30/2016 Accounting Info: 2016-X0200-FEEBASED-25-25D005-11-4-212-1062-251D Period of Performance: 09/30/2016 to 09/29/2020				

SECTION B - Supplies or Services/Prices	3
B.1 NRCB010 BRIEF PROJECT TITLE AND WORK DESCRIPTION	3
B.2 NRCB030A CONSIDERATION AND OBLIGATION—COST-REIMBURSEMENT – NO FEE ALTERNATE I	3
SECTION C - Description/Specifications	5
SECTION D - Packaging and Marking	5
D.1 NRCD020 BRANDING	5
D.2 NRCD010 PACKAGING AND MARKING	5
SECTION E - Inspection and Acceptance	6
E.1 52.246-6 INSPECTION OF SERVICES - TIME-AND-MATERIAL AND LABOR HOUR. (MAY 2001)	6
E.2 NRCE010 INSPECTION AND ACCEPTANCE BY THE NRC (SEP 2013)	6
SECTION F - Deliveries or Performance	7
F.1 52.242-15 STOP-WORK ORDER. (AUG 1989) - ALTERNATE I (APR 1984)	7
F.2 NRCF030 PERIOD OF PERFORMANCE	7
F.3 NRCF010 PLACE OF DELIVERY-REPORTS	7
SECTION G - Contract Administration Data	8
G.1 NRCG20 REGISTRATION IN FEDCONNECT® (JULY 2014)	8
G.2 NRCG030 ELECTRONIC PAYMENT (SEP 2014)	8
SECTION H - Special Contract Requirements	9
H.1 2052.209-70 CURRENT/FORMER AGENCY EMPLOYEE INVOLVEMENT. (OCT 1999)	9
H.2 2052.209-72 CONTRACTOR ORGANIZATIONAL CONFLICTS OF INTEREST. (JAN 1993)	9
H.3 2052.211-71 TECHNICAL PROGRESS REPORT. (JAN 1993)	12
H.4 2052.211-72 FINANCIAL STATUS REPORT. (OCT 1999) - ALTERNATE I (OCT 1999)	12
H.5 2052.215-70 KEY PERSONNEL. (JAN 1993)	14
H.6 2052.215-71 CONTRACTING OFFICER'S REPRESENTATIVE AUTHORITY.	15
H.7 2052.215-77 TRAVEL APPROVALS AND REIMBURSEMENT. (OCT 1999)	17
H.8 2052.235-70 PUBLICATION OF RESEARCH RESULTS. (OCT 1999)	
MODIFICATION	18
H.9 NRCH490 AWARD NOTIFICATION AND COMMITMENT OF PUBLIC FUNDS	18
H.10 NRCH480 USE OF AUTOMATED CLEARING HOUSE (ACH) ELECTRONIC PAYMENT/REMITTANCE ADDRESS	19
H.11 NRCH470 GREEN PURCHASING (SEP 2015)	19
H.12 NRCH410 WHISTLEBLOWER PROTECTION FOR NRC CONTRACTOR AND SUBCONTRACTOR EMPLOYEES	19
H.13 NRCH400 SECURITY REQUIREMENTS RELATING TO THE PRODUCTION OF REPORTS OR THE PUBLICATION OF RESULTS UNDER CONTRACTS, AGREEMENTS, AND GRANTS (JUL 2016)	21
H.14 NRCH340 COMPLIANCE WITH U.S. IMMIGRATION LAWS AND REGULATIONS	22
H.15 NRCH310 ANNUAL AND FINAL CONTRACTOR PERFORMANCE EVALUATIONS	22
SECTION I - Contract Clauses	24
I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE. (FEB 1998)	24
52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES. (JUL 2014)	25
I.2 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING	

RESPONSIBILITY MATTERS (JUL 2013).....	27
I.3 52.215-23 LIMITATIONS ON PASS-THROUGH CHARGES (OCT 2009).....	28
I.4 52.216-7 ALLOWABLE COST AND PAYMENT (JUN 2013).....	29
I.5 52.217-8 OPTION TO EXTEND SERVICES. (NOV 1999).....	35
I.6 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000).....	35
I.7 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM	
REREPRESENTATION (JUL 2013).....	36
I.8 52.232-1 PAYMENTS (APR 1984).....	37
I.9 2052.242-70 RESOLVING DIFFERING PROFESSIONAL VIEWS (OCT 1999).....	37
I.10 2052.42-71 PROCEDURES FOR RESOLVING DIFFERING PROFESSIONAL VIEWS (OCT 1999).....	38
SECTION J - List of Documents, Exhibits and Other Attachments.....	40
Attachment Title.....	40
SECTION K - Representations, Certifications, and Other Statements of Bidders ..	41
K.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE.....	41
K.2 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS. (JUL 2013) ..	41
K.3 2052.209-70 CURRENT/FORMER AGENCY EMPLOYEE INVOLVEMENT. (OCT 1999).....	42
K.4 2052.209-71 CONTRACTOR ORGANIZATIONAL CONFLICTS OF INTEREST (REPRESENTATION). (OCT 1999).....	43
K.5 2052.222-70 NONDISCRIMINATION BECAUSE OF AGE. (JAN 1993)	43

SECTION B - Supplies or Services/Prices

B.1 NRCB010 BRIEF PROJECT TITLE AND WORK DESCRIPTION

(a) The title of this project is: "Technical Assistance with Tsunami and Storm Surge Hazard Assessment at Nuclear Power Plant Sites in the United States."

(b) Summary work description: The objective of this project is to provide the NRC with a continuation of technical support for the review and development of deterministic and probabilistic storm surge/seiche and tsunami hazard assessments (including flood height, associated effects, and flood event duration), which was initiated under NRC contract no. NRC-HQ-13-C-42-0051. Technical support may be needed in conjunction with NTTF R2.1 hazard reevaluations, plant response assessments for external flooding (i.e., focused evaluations and integrated assessments), mitigating strategies assessments, new reactor applications, or other regulatory activities. As requested by the NRC Contracting Officer's Representative (COR), the contractor will review licensee and applicant submittals and conduct independent and confirmatory hazard analyses, in order to support NRC staff reviews. The contractor will accomplish this effort using relevant data and models as well as deterministic and probabilistic methods for estimating tsunami and surge/seiche hazards floods.

(End of Clause)

B.2 NRCB030A CONSIDERATION AND OBLIGATION—COST-REIMBURSEMENT – NO FEE ALTERNATE I

CLIN 00001	Position/Level	Burdened Labor Rates (FY 17-20)	LOE Hours	Total
	Project Manager			
	Subject Matter Expert			
	Senior Technical Review			
	Administrative Support			
	COST REIMBURSEMENT: Subtotal Labor (All Years)			
	Travel (Cost Reimbursable) 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 Contracting Officer's Representative SEE SOW ENTITLED "TRAVEL"			
	Total Labor & Travel (Years 1 through 4)			\$819,010.00
	Note: For applicable Labor Rates for each of the contract years, see the Labor Rate Table below.			

Position/Level	Burdened Labor Rates* (Year 1 / FY 17)	Burdened Labor Rates* (Year 2 / FY 18)	Burdened Labor Rates* (Year 3 / FY 19)	Burdened Labor Rates* (Year 4 / FY 20)
Project Manager	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Subject Matter Expert	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Senior Technical Review	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Administrative Support	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Note: These labor rates are average rates for each labor category, escalated [REDACTED] per year, which is the annual escalation cap.				

(a) The total estimated cost to the Government for full performance under this contract is **\$\$819,010.00.**

(b) The amount presently obligated by the Government with respect to this contract is **\$200,000.92.**

(c) This is an incrementally-funded contract and FAR 52.232-22 – “Limitation of Funds” applies.

(End of Clause)

SECTION C - Description/Specifications

(See **Attachment 1 – Section C, Statement of Work**)

SECTION D - Packaging and Marking

D.1 NRCD020 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 New Reactors (NRR), under Contract Number (Insert Contract Number Designated at Time of Contract Award).

(End of Clause)

D.2 NRCD010 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: May be specified by the NRC at a later time.

(End of Clause)

SECTION E - Inspection and Acceptance

E.1 52.246-6 INSPECTION OF SERVICES - TIME-AND-MATERIAL AND LABOR HOUR. (MAY 2001)

E.2 NRCE010 INSPECTION AND ACCEPTANCE BY THE NRC (SEP 2013)

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

Contract Deliverables: see **Attachment 1 – Statement of Work, Section C.6, List of Deliverables.**

(End of Clause)

SECTION F - Deliveries or Performance

F.1 52.242-15 STOP-WORK ORDER. (AUG 1989) - ALTERNATE I (APR 1984)

F.2 NRCF030 PERIOD OF PERFORMANCE

This contract shall commence on effective date of this contract and will expire four years from date of award.

(End of Clause)

F.3 NRCF010 PLACE OF DELIVERY-REPORTS

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

1. The Contracting Officer's Representative (COR) designated in clause **2052.215-71 CONTRACTING OFFICER'S REPRESENTATIVE AUTHORITY.**
2. Mark Thompson, Mark.Thompson@nrc.gov (1 electronic copy)
Contracting Officer (CO)
U.S. Nuclear Regulatory Commission

(End of Clause)

SECTION G - Contract Administration Data

G.1 NRCG20 REGISTRATION IN FEDCONNECT® (JULY 2014)

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

G.2 NRCG030 ELECTRONIC PAYMENT (SEP 2014)

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

To receive payment, the contractor shall prepare invoices in accordance with NRC's Billing Instructions. Claims shall be submitted on the payee's letterhead, invoice, or on the Government's Standard Form 1034, "Public Voucher for Purchases and Services Other than Personal," and Standard Form 1035, "Public Voucher for Purchases Other than Personal – Continuation Sheet." The preferred method of submitting invoices is electronically to: NRCPayments@nrc.gov.

(End of Clause)

SECTION H - Special Contract Requirements

H.1 2052.209-70 CURRENT/FORMER AGENCY EMPLOYEE INVOLVEMENT. (OCT 1999)

(a) The following representation is required by the NRC Acquisition Regulation 2009.105-70(b). It is not NRC policy to encourage offerors and contractors to propose current/former agency employees to perform work under NRC contracts and as set forth in the above cited provision, the use of such employees may, under certain conditions, adversely affect NRC's consideration of non-competitive proposals and task orders.

(b) There [] are [] are no current/former NRC employees (including special Government employees performing services as experts, advisors, consultants, or members of advisory committees) who have been or will be involved, directly or indirectly, in developing the offer, or in negotiating on behalf of the offeror, or in managing, administering, or performing any contract, consultant agreement, or subcontract resulting from this offer. For each individual so identified, the Technical and Management proposal must contain, as a separate attachment, the name of the individual, the individual's title while employed by the NRC, the date individual left NRC, and a brief description of the individual's role under this proposal.

(End of Provision)

H.2 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)

H.3 2052.211-71 TECHNICAL PROGRESS REPORT. (JAN 1993)

The contractor shall provide a monthly Technical Progress Report to the COR and the contracting officer. The report is due within 15 calendar days after the end of the report period and must identify the title of the project, the contract number, appropriate financial tracking code specified by the NRC COR, project manager and/or principal investigator, the contract period of performance, and the period covered by the report. Each report must include the following for each discrete task/task order:

(a) A listing of the efforts completed during the period, and milestones reached or, if missed, an explanation provided;

(b) Any problems or delays encountered or anticipated and recommendations for resolution. If the recommended resolution involves a contract modification, e.g., change in work requirements, level of effort (cost) or schedule delay, the contractor shall submit a separate letter to the contracting officer identifying the required change and estimated cost impact;

(c) A summary of progress to date; and

(d) Plans for the next reporting period.

(End of Clause)

H.4 2052.211-72 FINANCIAL STATUS REPORT. (OCT 1999) - ALTERNATE I (OCT 1999)

The contractor shall provide a monthly Financial Status Report (FSR) to the COR and the contracting officer. The FSR shall include the acquisition of, or changes in the status of, contractor-held property acquired with government funds valued at the time of purchase at \$50,000 or more. Whenever these types of changes occur, the contractor shall send a copy of the report to the Chief, Property and Acquisition Oversight Branch, Office of Administration. The report is due within 15 calendar days after the end of the report period and shall identify the title of the project, the contract number, project manager and/or principal investigator, the contract period of performance, and the period covered by the report. Each report shall include the following information for each discrete task:

- (a) Total estimated contract amount.
- (b) Total funds obligated to date.
- (c) Total costs incurred this reporting period.
- (d) Total costs incurred to date.
- (e) Detail of all direct and indirect costs incurred during the reporting period for the entire contract or each task, if it is a task ordering contract.
- (f) Balance of obligations remaining.
- (g) Balance of funds required to complete contract/task order.
- (h) Property status:
 - (1) List property acquired for the project during the month with an acquisition cost between \$500 and \$49,999. Give the item number for the specific piece of equipment.
 - (2) Provide a separate list of property acquired for the project during the month with an acquisition cost of \$50,000 or more. Provide the following information for each item of property: item description or nomenclature, manufacturer, model number, serial number, acquisition cost, and receipt date. If no property was acquired during the month, include a statement to that effect. The same information must be provided for any component or peripheral equipment which is part of a "system or system unit."
 - (3) For multi-year projects, in the September monthly financial status report provide a cumulative listing of property with an acquisition cost of \$50,000 or more showing the information specified in paragraph (i) (3) of this clause.
 - (4) In the final financial status report provide a closeout property report containing the same elements as described above for the monthly financial status reports, for all property purchased with NRC funds regardless of value unless title has been vested in the contractor. If no property was acquired under the contract, provide a statement to that effect. The report should note any property requiring special handling for security, health, safety, or other reasons as part of the report.
- (j) Travel status: List the starting and ending dates for each trip, the starting point and destination, and the traveler(s) for each trip.

(k) If the data in this report indicates a need for additional funding beyond that already obligated, this information may only be used as support to the official request for funding required in accordance with the Limitation of Cost (LOC) Clause (FAR 52.232-20) or the Limitation of Funds (LOF) Clause FAR 52.232-22.

(End of Clause)

H.5 2052.215-70 KEY PERSONNEL. (JAN 1993)

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

	Position	Name
1	Principal-In-Charge & PM	James Marino, P.E., D.CE
2	PM & Storm Surge SME	Christopher Bender, Ph.D., P.E., D.CE
3	Tsunami STR	James Houston, Ph.D.
4	Storm Surge SME	William Miller, Ph.D., P.E.
5	Storm Surge SME	Michael Kabiling, Ph.D., P.E., CFM
6	Storm Surge & Probabilistic Analysis SME	Jennifer Irish, Ph.D.
7	Tsunami SME	Patrick Lynett, Ph.D.
8	Tsunami Source Characterization SME	Robert Weiss, Ph.D.
9	Storm Source Characterization SME	Patrick Fitzpatrick, Ph.D.
10	Storm Source Characterization SME	Andrew Cox
11	Hydrologic SME	Andrew Blystra, P.E.
12	Hydrologic and Tsunami SME and STR	Myron Fliegel, Ph.D.
13	Hydrologic & Geotechnical SME	James Scherrer

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

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

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

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

(End of Clause)

* To be incorporated into any resultant contract

H.6 2052.215-71 CONTRACTING OFFICER'S REPRESENTATIVE AUTHORITY.

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

COR: Name: Michelle Bensi
Office: T-7J03
Street Address (Include Office Symbol): U.S. Nuclear Regulatory Commission,
MS T-7F27
City, State and Zip code: Washington, DC 20555-0001
Telephone Number: 301-415-0073
E-Mail: michelle.bensi@nrc.gov

Alternate COR Name: [*] (to be designated at award)
Address: [*]
Telephone Number: [*]

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

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

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

(3) Review and, where required by the contract, approve 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 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 that 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 to the instruction or direction 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.

(End of Clause)

H.7 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 COR 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)

H.8 2052.235-70 PUBLICATION OF RESEARCH RESULTS. (OCT 1999) MODIFICATION

(a) The principal investigator(s)/contractor shall comply with the provisions of NRC Management Directive 3.7 regarding publication in refereed scientific and engineering journals or dissemination to the public of any information, oral or written, concerning the work performed under this contract. This unclassified fundamental research project requires the development of research methodologies. The scope of work of this project does not involve making conclusions or recommendations regarding NRC policy.

(b) The principal investigator(s)/contractor may publish the results of this work in refereed scientific and engineering journals or in open literature and present papers at public or association meetings at interim stages of work, in addition to submitting to NRC the final reports and other deliverables required under this contract.

(c) The principal investigator(s) shall coordinate all such publications with, and transmit a copy of the proposed article or paper to, the NRC Contracting Officer or Contracting Officer's Representative (COR), prior to publication. The NRC agrees to review and provide comments within thirty (30) days after receipt of a proposed publication. However, in those cases where the information to be published addresses and/or discusses NRC policy, the NRC reserves the right to have the contractor add the following disclaimer that states "Any opinions, findings, and conclusions or recommendations expressed in this publication are those of the author(s) and do not necessarily reflect the views of the NRC". If the NRC does not agree with the publication, it will not be responsible for publication costs, nor will it pay for hours dedicated to work on that particular publication.
(End of Clause)

H.9 NRCH490 AWARD NOTIFICATION AND COMMITMENT OF PUBLIC FUNDS

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

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

- (1) Encouraging a potential contractor to incur costs prior to receiving a contract;
- (2) Requesting or requiring a contractor to make changes under a contract without formal contract modifications;
- (3) Encouraging a contractor to incur costs under a cost-reimbursable contract in excess of those costs contractually allowable; and

(4) Committing the Government to a course of action with regard to a potential contract, contract change, claim, or dispute.

(End of Clause)

H.10 NRCH480 USE OF AUTOMATED CLEARING HOUSE (ACH) ELECTRONIC PAYMENT/REMITTANCE ADDRESS

The Debt Collection Improvement Act of 1996 requires that all Federal payments except IRS tax refunds be made by Electronic Funds Transfer. It is the policy of the Nuclear Regulatory Commission to pay government vendors by the Automated Clearing House (ACH) electronic funds transfer payment system. Item 15C of the Standard Form 33 may be disregarded.

(End of Clause)

H.11 NRCH470 GREEN PURCHASING (SEP 2015)

(a) In furtherance of the sustainable acquisition goals included in Executive Order 13514, "Federal Leadership in Environmental, Energy, and Economic Performance," products and services acquired under this contract/order shall be energy-efficient (Energy Star or Federal Energy Management Program (FEMP) designated), water-efficient, biobased, environmentally preferable (e.g., Electronic Product Environmental Assessment Tool (EPEAT) certified), non-ozone depleting, recycled content, and non-toxic or less toxic alternatives, to the maximum extent practicable in meeting NRC contractual requirements.

(b) See NRC's Green Purchasing Plan (GPP) at:
<http://pbadupws.nrc.gov/docs/ML1219/ML12191A130.pdf> and the General Service Administration's (GSA) Green Procurement Compilation at:
<http://www.gsa.gov/portal/content/198257>.

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

(End of Clause)

H.12 NRCH410 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.

(End of Clause)

H.13 NRCH400 SECURITY REQUIREMENTS RELATING TO THE PRODUCTION OF REPORTS OR THE PUBLICATION OF RESULTS UNDER CONTRACTS, AGREEMENTS, AND GRANTS (JUL 2016)

Review and Approval of Reports

(a) Reporting Requirements. The contractor/grantee shall comply with the terms and conditions of the contract/grant regarding the contents of the draft and final report, summaries, data, and related documents, to include correcting, deleting, editing, revising, modifying, formatting, and supplementing any of the information contained therein, at no additional cost to the NRC. Performance under the contract/grant will not be deemed accepted or completed until it complies with the NRC's directions. The reports, summaries, data, and related documents will be considered draft until approved by the NRC. The contractor/grantee agrees that the direction, determinations, and decisions on approval or disapproval of reports, summaries, data, and related documents created under this contract/grant remain solely within the discretion of the NRC.

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

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

Handbooks 12.5, 12.6 and 12.7.

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

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

(End of Clause)

H.14 NRCH340 COMPLIANCE WITH U.S. IMMIGRATION LAWS AND REGULATIONS

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

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

(End of Clause)

H.15 NRCH310 ANNUAL AND FINAL CONTRACTOR PERFORMANCE EVALUATIONS

Annual and final evaluations of contractor performance under this contract will be prepared in accordance with FAR Subpart 42.15, "Contractor Performance Information," normally at or near the time the contractor is notified of the NRC's intent to exercise the contract option. If the multi-year contract does not have option years, then an annual evaluation will be prepared annually. Final evaluations of contractor performance will be prepared at the expiration of the contract during the contract closeout process.

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

Where a contractor concurs with, or takes no exception to an annual performance

evaluation, the Contracting Officer will consider such evaluation final and releasable for source selection purposes. Disagreements between the parties regarding a performance evaluation will be referred to an individual one level above the Contracting Officer, whose decision will be final.

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

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

(End of Clause)

SECTION I - Contract Clauses

I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE. (FEB 1998)

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

52.202-1 DEFINITIONS. (NOV 2013)

52.203-3 GRATUITIES. (APR 1984)

52.203-5 COVENANT AGAINST CONTINGENT FEES. (MAY 2014)

52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT. (SEP 2006)

52.203-7 ANTI-KICKBACK PROCEDURES. (MAY 2014)

52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY. (MAY 2014)

52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY. (MAY 2014)

52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS. (OCT 2010)

52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (APR 2010)

52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS. (APR 2014)

52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER. (MAY 2011)

52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS. (OCT 2015)

52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT. (OCT 2015)

52.215-2 AUDIT AND RECORDS - NEGOTIATION. (OCT 2010)

52.215-8 ORDER OF PRECEDENCE – CONTRACT FORMAT (OCT 1997)

52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

52.215-23 LIMITATIONS ON PASS-THROUGH CHARGES. (OCT 2009)

52.216-8 FIXED FEE. (JUN 2011)

52.216-11 COST CONTRACT - NO FEE. (APR 1984)

52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS. (OCT 2014)

52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (OCT 2014) - ALTERNATE II (OCT 2001)

52.222-2 PAYMENT FOR OVERTIME PREMIUMS. (JUL 1990)

52.222-3 CONVICT LABOR. (JUN 2003)

52.222-21 PROHIBITION OF SEGREGATED FACILITIES. (APR 2015)

52.222-26 EQUAL OPPORTUNITY. (APR 2015)

52.222-35 EQUAL OPPORTUNITY FOR VETERANS. (OCT 2015)

52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES. (JUL 2014)

52.222-37 EMPLOYMENT REPORTS ON VETERANS. (FEB 2016)

52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT. (DEC 2010)

52.222-50 COMBATING TRAFFICKING IN PERSONS. (MAR 2015)

52.223-6 DRUG-FREE WORKPLACE. (MAY 2001)

52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING. (AUG 2011)

52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES. (JUN 2008)

52.227-1 AUTHORIZATION AND CONSENT (DEC 2007)

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

52.228-7 INSURANCE - LIABILITY TO THIRD PERSONS. (MAR 1996)

52.232-17 INTEREST. (MAY 2014)

52.232-18 AVAILABILITY OF FUNDS (APR 1984)

52.232-20 LIMITATION OF COST (APR 1984)

52.232-22 LIMITATION OF FUNDS. (APR 1984)

52.232-23 ASSIGNMENT OF CLAIMS. (MAY 2014)

52.232-25 PROMPT PAYMENT ALT I. (JUL 2013)

52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER - SYSTEM FOR AWARD MANAGEMENT. (JUL 2013)

52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS. (JUN 2013)

52.233-1 DISPUTES. (MAY 2014)

52.233-3 PROTEST AFTER AWARD. (AUG 1996) - ALTERNATE I (JUN 1985)

52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM. (OCT 2004)

52.242-1 NOTICE OF INTENT TO DISALLOW COSTS. (APR 1984)

52.242-2 PRODUCTION PROGRESS REPORTS. (APR 1991)

52.242-3 PENALTIES FOR UNALLOWABLE COSTS. (MAY 2014)

52.242-4 CERTIFICATION OF FINAL INDIRECT COSTS. (JAN 1997)

52.242-13 BANKRUPTCY. (JUL 1995)

52.242-15 STOP WORK ORDER. (AUG 1989)

52.243-3 CHANGES - TIME-AND-MATERIALS OR LABOR-HOURS. (SEP 2000)

52.244-2 SUBCONTRACTS. (OCT 2010)

52.244-5 COMPETITION IN SUBCONTRACTING. (DEC 1996)

52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS. (JUN 2016)

52.245-1 GOVERNMENT PROPERTY. (APR 2012)

52.245-9 USE AND CHARGES. (APR 2012)

52.246-25 LIMITATION OF LIABILITY - SERVICES. (FEB 1997)

52.249-5 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (EDUCATIONAL AND OTHER NONPROFIT INSTITUTIONS). (SEP 1996)

52.249-6 TERMINATION (COST-REIMBURSEMENT). (MAY 2004)

52.249-14 EXCUSABLE DELAYS. (APR 1984)

52.253-1 COMPUTER GENERATED FORMS. (JAN 1991)

I.2 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)

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

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

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

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

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

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

(i) Past performance reviews required by subpart 42.15;

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

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

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

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

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

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

(d) Public requests for system information posted prior to April 15, 2011, will be handled

under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.
(End of clause)

I.3 52.215-23 LIMITATIONS ON PASS-THROUGH CHARGES (OCT 2009)

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

"Added value" means that the Contractor performs subcontract management functions that the Contracting Officer determines are a benefit to the Government (e.g., processing orders of parts or services, maintaining inventory, reducing delivery lead times, managing multiple sources for contract requirements, coordinating deliveries, performing quality assurance functions).

"Excessive pass-through charge," with respect to a Contractor or subcontractor that adds no or negligible value to a contract or subcontract, means a charge to the Government by the Contractor or subcontractor that is for indirect costs or profit/fee on work performed by a subcontractor (other than charges for the costs of managing subcontracts and any applicable indirect costs and associated profit/fee based on such costs).

"No or negligible value" means the Contractor or subcontractor cannot demonstrate to the Contracting Officer that its effort added value to the contract or subcontract in accomplishing the work performed under the contract (including task or delivery orders).

"Subcontract" means any contract, as defined in FAR 2.101, entered into by a subcontractor to furnish supplies or services for performance of the contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

"Subcontractor," as defined in FAR 44.101, means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.

(b) General. The Government will not pay excessive pass-through charges. The Contracting Officer shall determine if excessive pass-through charges exist.

(c) Reporting. Required reporting of performance of work by the Contractor or a subcontractor. The Contractor shall notify the Contracting Officer in writing if--

(1) The Contractor changes the amount of subcontract effort after award such that it exceeds 70 percent of the total cost of work to be performed under the contract, task order, or delivery order. The notification shall identify the revised cost of the subcontract effort and shall include verification that the Contractor will provide added value; or

(2) Any subcontractor changes the amount of lower-tier subcontractor effort after award such that it exceeds 70 percent of the total cost of the work to be performed under its subcontract. The notification shall identify the revised cost of the subcontract effort and shall include verification that the subcontractor will provide added value as related to the work to be performed by the lower-tier subcontractor(s).

(d) Recovery of excessive pass-through charges. If the Contracting Officer determines that excessive pass-through charges exist;

(1) For other than fixed-price contracts, the excessive pass-through charges are unallowable in accordance with the provisions in FAR subpart 31.2; and

(2) For applicable DoD fixed-price contracts, as identified in 15.408(n)(2)(i)(B), the Government shall be entitled to a price reduction for the amount of excessive pass-through charges included in the contract price.

(e) Access to records.

(1) The Contracting Officer, or authorized representative, shall have the right to examine and audit all the Contractor's records (as defined at FAR 52.215-2(a)) necessary to determine whether the Contractor proposed, billed, or claimed excessive pass-through charges.

(2) For those subcontracts to which paragraph (f) of this clause applies, the Contracting Officer, or authorized representative, shall have the right to examine and audit all the subcontractor's records (as defined at FAR 52.215-2(a)) necessary to determine whether the subcontractor proposed, billed, or claimed excessive pass-through charges.

(f) Flowdown. The Contractor shall insert the substance of this clause, including this paragraph (f), in all cost-reimbursement subcontracts under this contract that exceed the simplified acquisition threshold, except if the contract is with DoD, then insert in all cost-reimbursement subcontracts and fixed-price subcontracts, except those identified in 15.408(n)(2)(i)(B)(2), that exceed the threshold for obtaining cost or pricing data in accordance with FAR 15.403-4.

(End of clause)

I.4 52.216-7 ALLOWABLE COST AND PAYMENT (JUN 2013)

(a) Invoicing.

(1) The Government will make payments to the Contractor when requested as work progresses, but (except for small business concerns) not more often than once every 2 weeks, in amounts determined to be allowable by the Contracting Officer in accordance with Federal Acquisition Regulation (FAR) Subpart 31.2 in effect on the date of this contract and the terms of this contract. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost for performing this contract.

(2) Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act. Interim payments made prior to the final payment under the contract are contract financing payments, except interim payments if this contract contains Alternate I to the clause at 52.232-25.

(3) The designated payment office will make interim payments for contract financing on

the 15th day after the designated billing office receives a proper payment request. In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

(b) Reimbursing costs.

(1) For the purpose of reimbursing allowable costs (except as provided in paragraph (b)(2) of this clause, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term "costs" includes only—

(i) Those recorded costs that, at the time of the request for reimbursement, the Contractor has paid by cash, check, or other form of actual payment for items or services purchased directly for the contract;

(ii) When the Contractor is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for—

(A) Supplies and services purchased directly for the contract and associated financing payments to subcontractors, provided payments determined due will be made—

(1) In accordance with the terms and conditions of a subcontract or invoice; and

(2) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government;

(B) Materials issued from the Contractor's inventory and placed in the production process for use on the contract;

(C) Direct labor;

(D) Direct travel;

(E) Other direct in-house costs; and

(F) Properly allocable and allowable indirect costs, as shown in the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and

(iii) The amount of financing payments that have been paid by cash, check, or other forms of payment to subcontractors.

(2) Accrued costs of Contractor contributions under employee pension plans shall be excluded until actually paid unless—

(i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable

quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's indirect costs for payment purposes).

(3) Notwithstanding the audit and adjustment of invoices or vouchers under paragraph (g) of this clause, allowable indirect costs under this contract shall be obtained by applying indirect cost rates established in accordance with paragraph (d) of this clause.

(4) Any statements in specifications or other documents incorporated in this contract by reference designating performance of services or furnishing of materials at the Contractor's expense or at no cost to the Government shall be disregarded for purposes of cost-reimbursement under this clause.

(c) Small business concerns. A small business concern may receive more frequent payments than every 2 weeks.

(d) Final indirect cost rates.

(1) Final annual indirect cost rates and the appropriate bases shall be established in accordance with Subpart 42.7 of the Federal Acquisition Regulation (FAR) in effect for the period covered by the indirect cost rate proposal.

(2)(i) The Contractor shall submit an adequate final indirect cost rate proposal to the Contracting Officer (or cognizant Federal agency official) and auditor within the 6-month period following the expiration of each of its fiscal years. Reasonable extensions, for exceptional circumstances only, may be requested in writing by the Contractor and granted in writing by the Contracting Officer. The Contractor shall support its proposal with adequate supporting data.

(ii) The proposed rates shall be based on the Contractor's actual cost experience for that period. The appropriate Government representative and the Contractor shall establish the final indirect cost rates as promptly as practical after receipt of the Contractor's proposal.

(iii) An adequate indirect cost rate proposal shall include the following data unless otherwise specified by the cognizant Federal agency official:

(A) Summary of all claimed indirect expense rates, including pool, base, and calculated indirect rate.

(B) General and Administrative expenses (final indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts).

(C) Overhead expenses (final indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) for each final indirect cost pool.

(D) Occupancy expenses (intermediate indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) and expense reallocation to final indirect cost pools.

- (E) Claimed allocation bases, by element of cost, used to distribute indirect costs.
- (F) Facilities capital cost of money factors computation.
- (G) Reconciliation of books of account (i.e., General Ledger) and claimed direct costs by major cost element.
- (H) Schedule of direct costs by contract and subcontract and indirect expense applied at claimed rates, as well as a subsidiary schedule of Government participation percentages in each of the allocation base amounts.
- (I) Schedule of cumulative direct and indirect costs claimed and billed by contract and subcontract.
- (J) Subcontract information. Listing of subcontracts awarded to companies for which the contractor is the prime or upper-tier contractor (include prime and subcontract numbers; subcontract value and award type; amount claimed during the fiscal year; and the subcontractor name, address, and point of contact information).
- (K) Summary of each time-and-materials and labor-hour contract information, including labor categories, labor rates, hours, and amounts; direct materials; other direct costs; and, indirect expense applied at claimed rates.
- (L) Reconciliation of total payroll per IRS form 941 to total labor costs distribution.
- (M) Listing of decisions/agreements/approvals and description of accounting/organizational changes.
- (N) Certificate of final indirect costs (see 52.242-4, Certification of Final Indirect Costs).
- (O) Contract closing information for contracts physically completed in this fiscal year (include contract number, period of performance, contract ceiling amounts, contract fee computations, level of effort, and indicate if the contract is ready to close).
- (iv) The following supplemental information is not required to determine if a proposal is adequate, but may be required during the audit process:
- (A) Comparative analysis of indirect expense pools detailed by account to prior fiscal year and budgetary data.
- (B) General organizational information and limitation on allowability of compensation for certain contractor personnel. See 31.205-6(p). Additional salary reference information is available at http://www.whitehouse.gov/omb/procurement_index_exec_comp/.
- (C) Identification of prime contracts under which the contractor performs as a subcontractor.
- (D) Description of accounting system (excludes contractors required to submit a CAS Disclosure Statement or contractors where the description of the accounting system has

not changed from the previous year's submission).

(E) Procedures for identifying and excluding unallowable costs from the costs claimed and billed (excludes contractors where the procedures have not changed from the previous year's submission).

(F) Certified financial statements and other financial data (e.g., trial balance, compilation, review, etc.).

(G) Management letter from outside CPAs concerning any internal control weaknesses.

(H) Actions that have been and/or will be implemented to correct the weaknesses described in the management letter from subparagraph (G) of this section.

(I) List of all internal audit reports issued since the last disclosure of internal audit reports to the Government.

(J) Annual internal audit plan of scheduled audits to be performed in the fiscal year when the final indirect cost rate submission is made.

(K) Federal and State income tax returns.

(L) Securities and Exchange Commission 10-K annual report.

(M) Minutes from board of directors meetings.

(N) Listing of delay claims and termination claims submitted which contain costs relating to the subject fiscal year.

(O) Contract briefings, which generally include a synopsis of all pertinent contract provisions, such as: contract type, contract amount, product or service(s) to be provided, contract performance period, rate ceilings, advance approval requirements, pre-contract cost allowability limitations, and billing limitations.

(v) The Contractor shall update the billings on all contracts to reflect the final settled rates and update the schedule of cumulative direct and indirect costs claimed and billed, as required in paragraph (d)(2)(iii)(I) of this section, within 60 days after settlement of final indirect cost rates.

(3) The Contractor and the appropriate Government representative shall execute a written understanding setting forth the final indirect cost rates. The understanding shall specify (i) the agreed-upon final annual indirect cost rates, (ii) the bases to which the rates apply, (iii) the periods for which the rates apply, (iv) any specific indirect cost items treated as direct costs in the settlement, and (v) the affected contract and/or subcontract, identifying any with advance agreements or special terms and the applicable rates. The understanding shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this contract. The understanding is incorporated into this contract upon execution.

(4) Failure by the parties to agree on a final annual indirect cost rate shall be a dispute

within the meaning of the Disputes clause.

(5) Within 120 days (or longer period if approved in writing by the Contracting Officer) after settlement of the final annual indirect cost rates for all years of a physically complete contract, the Contractor shall submit a completion invoice or voucher to reflect the settled amounts and rates. The completion invoice or voucher shall include settled subcontract amounts and rates. The prime contractor is responsible for settling subcontractor amounts and rates included in the completion invoice or voucher and providing status of subcontractor audits to the contracting officer upon request.

(6)(i) If the Contractor fails to submit a completion invoice or voucher within the time specified in paragraph (d)(5) of this clause, the Contracting Officer may—

(A) Determine the amounts due to the Contractor under the contract; and

(B) Record this determination in a unilateral modification to the contract.

(ii) This determination constitutes the final decision of the Contracting Officer in accordance with the Disputes clause.

(e) Billing rates. Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the Contracting Officer or by an authorized representative (the cognizant auditor), subject to adjustment when the final rates are established. These billing rates—

(1) Shall be the anticipated final rates; and

(2) May be prospectively or retroactively revised by mutual agreement, at either party's request, to prevent substantial overpayment or underpayment.

(f) Quick-closeout procedures. Quick-closeout procedures are applicable when the conditions in FAR 42.708(a) are satisfied.

(g) Audit. At any time or times before final payment, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. Any payment may be—

(1) Reduced by amounts found by the Contracting Officer not to constitute allowable costs; or

(2) Adjusted for prior overpayments or underpayments.

(h) Final payment.

(1) Upon approval of a completion invoice or voucher submitted by the Contractor in accordance with paragraph (d)(5) of this clause, and upon the Contractor's compliance with all terms of this contract, the Government shall promptly pay any balance of allowable costs and that part of the fee (if any) not previously paid.

(2) The Contractor shall pay to the Government any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Contractor or any assignee under this contract, to the extent that those amounts are properly allocable to costs for which the Contractor has been reimbursed by the Government. Reasonable expenses incurred by the Contractor for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the Contracting Officer. Before final payment under this contract, the Contractor and each assignee whose assignment is in effect at the time of final payment shall execute and deliver—

(i) An assignment to the Government, in form and substance satisfactory to the Contracting Officer, of refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which the Contractor has been reimbursed by the Government under this contract; and

(ii) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract, except—

(A) Specified claims stated in exact amounts, or in estimated amounts when the exact amounts are not known;

(B) Claims (including reasonable incidental expenses) based upon liabilities of the Contractor to third parties arising out of the performance of this contract; provided, that the claims are not known to the Contractor on the date of the execution of the release, and that the Contractor gives notice of the claims in writing to the Contracting Officer within 6 years following the release date or notice of final payment date, whichever is earlier; and

(C) Claims for reimbursement of costs, including reasonable incidental expenses, incurred by the Contractor under the patent clauses of this contract, excluding, however, any expenses arising from the Contractor's indemnification of the Government against patent liability.

(End of clause)

I.5 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 15 days prior to contract expiration.

I.6 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; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 15 calendar days before contract expiration. The preliminary notice does not commit the Government to an extension.

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

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

**I.7 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM
REREPRESENTATION (JUL 2013)**

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

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

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

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

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

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

(3) For long-term contracts-

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

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

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

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

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

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

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

The Contractor represents that it ____ is, ____ is not a small business concern under NAICS Code *[insert NAICS Code]* assigned to contract number *[insert contract number]*.
(Contractor to sign and date and insert authorized signer's name and title).

I.8 52.232-1 PAYMENTS (APR 1984)

The Government shall pay the Contractor, upon the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified in this contract, payment shall be made on partial deliveries accepted by the Government if—

(a) The amount due on the deliveries warrants it; or

(b) The Contractor requests it and the amount due on the deliveries is at least \$1,000 or 50 percent of the total contract price.

I.9 2052.242-70 RESOLVING DIFFERING PROFESSIONAL VIEWS (OCT 1999)

(a) The Nuclear Regulatory Commission's (NRC) policy is to support the contractor's expression of professional health and safety related concerns associated with the

contractor's work for NRC that may differ from a prevailing NRC staff view, disagree with an NRC decision or policy position, or take issue with proposed or established agency practices. An occasion may arise when an NRC contractor, contractor's personnel, or subcontractor personnel believes that a conscientious expression of a competent judgment is required to document such concerns on matters directly associated with its performance of the contract. The NRC's policy is to support these instances as Differing Professional Views (DPVs).

(b) The procedure that will be used provides for the expression and resolution of differing professional views (DPVs) of health and safety related concerns associated with the mission of the agency by NRC contractors, contractor personnel or subcontractor personnel on matters directly associated with its performance of the contract. This procedure may be found in Attachments to this document. The contractor shall provide a copy of the NRC DPV.

I.10 2052.42-71 PROCEDURES FOR RESOLVING DIFFERING PROFESSIONAL VIEWS (OCT 1999)

(a) The following procedure provides for the expression and resolution of differing professional views (DPVs) of health and safety related concerns of NRC contractors and contractor personnel on matters connected to the subject of the contract. Subcontractor DPVs must be submitted through the prime contractor. The prime contractor or subcontractor shall submit all DPV's received but need not endorse them.

(b) The NRC may authorize up to eight reimbursable hours for the contractor to document, in writing, a DPV by the contractor, the contractor's personnel, or subcontractor personnel. The contractor shall not be entitled to any compensation for effort on a DPV which exceeds the specified eight hour limit.

(c) Before incurring costs to document a DPV, the contractor shall first determine whether there are sufficient funds obligated under the contract which are available to cover the costs of writing a DPV. If there are insufficient obligated funds under the contract, the contractor shall first request the NRC contracting officer for additional funding to cover the costs of preparing the DPV and authorization to proceed.

(d) Contract funds shall not be authorized to document an allegation where the use of this NRC contractor DPV process is inappropriate. Examples of such instances are: allegations of wrongdoing which should be addressed directly to the NRC Office of the Inspector General (OIG), issues submitted anonymously, or issues raised which have already been considered, addressed, or rejected, absent significant new information. This procedure does not provide anonymity. Individuals desiring anonymity should contact the NRC OIG or submit the information under NRC's Allegation Program, as appropriate.

(e) When required, the contractor shall initiate the DPV process by submitting a written statement directly to the NRC Office Director or Regional Administrator responsible for the contract, with a copy to the Contracting Officer, Division of Contracts and Property Management, Office of Administration. Each DPV submitted will be evaluated on its own merits.

(f) The DPV, while being brief, must contain the following as it relates to the subject matter of the contract:

(1) A summary of the prevailing NRC view, existing NRC decision or stated position, or the proposed or established NRC practice.

(2) A description of the submitter's views and how they differ from any of the above items.

(3) The rationale for the submitter's views, including an assessment based on risk, safety and cost benefit considerations of the consequences should the submitter's position not be adopted by NRC.

(g) The Office Director or Regional Administrator will immediately forward the submittal to the NRC DPV Review Panel and acknowledge receipt of the DPV, ordinarily within five (5) calendar days of receipt.

(h) The panel will normally review the DPV within seven calendar days of receipt to determine whether enough information has been supplied to undertake a detailed review of the issue. Typically, within 30 calendar days of receipt of the necessary information to begin a review, the panel will provide a written report of its findings to the Office Director or Regional Administrator and to the Contracting Officer, which includes a recommended course of action.

(i) The Office Director or Regional Administrator will consider the DPV Review Panel's report, make a decision on the DPV and provide a written decision to the contractor and the Contracting Officer normally within seven calendar days after receipt of the panel's recommendation.

(j) Subsequent to the decision made regarding the DPV Review Panel's report, a summary of the issue and its disposition will be included in the NRC Weekly Information Report submitted by the Office Director. The DPV file will be retained in the Office or Region for a minimum of one year thereafter. For purposes of the contract, the DPV shall be considered a deliverable under the contract. Based upon the Office Director or Regional Administrator's report, the matter will be closed.

SECTION J - List of Documents, Exhibits and Other Attachments

Attachment Number	Attachment Title
1	Section C – Statement of Work
2	MSL Template (located at end of Section C – Statement of Work)
3	Subpart 2009.5 Organizational Conflicts of Interest
4	Contractor Spending Plan
5	Billing Instructions – Labor Hour Contracts

SECTION K - Representations, Certifications, and Other Statements of Bidders

K.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

The following solicitation provisions pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the FAR provision at FAR "52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE" in Section L of this solicitation. See FAR 52.252-1 for an internet address (if specified) for electronic access to the full text of a provision.

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.225-25	PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING (DEC 2012)	
	IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN-REPRESENTATION AND CERTIFICATIONS	

K.2 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS. (JUL 2013)

(a) Definitions. As used in this provision-

"Administrative proceeding" means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

"Federal contracts and grants with total value greater than \$10,000,000" means-

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

"Principal" means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror [] has [] does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror

represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in-

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIS as required through maintaining an active registration in the System for Award Management database via <https://www.acquisition.gov> (see 52.204-7).

**K.3 2052.209-70 CURRENT/FORMER AGENCY EMPLOYEE INVOLVEMENT.
(OCT 1999)**

(a) The following representation is required by the NRC Acquisition Regulation 2009.105-70(b). It is not NRC policy to encourage offerors and contractors to propose current/former agency employees to perform work under NRC contracts and as set forth in the above cited provision, the use of such employees may, under certain conditions, adversely affect NRC's consideration of non-competitive proposals and task orders.

(b) There [] are [] are no current/former NRC employees (including special Government employees performing services as experts, advisors, consultants, or members of advisory committees) who have been or will be involved, directly or indirectly, in developing the offer, or in negotiating on behalf of the offeror, or in managing, administering, or performing any contract, consultant agreement, or subcontract

resulting from this offer. For each individual so identified, the Technical and Management proposal must contain, as a separate attachment, the name of the individual, the individual's title while employed by the NRC, the date individual left NRC, and a brief description of the individual's role under this proposal.

(End of Provision)

K.4 2052.209-71 CONTRACTOR ORGANIZATIONAL CONFLICTS OF INTEREST (REPRESENTATION). (OCT 1999)

I represent to the best of my knowledge and belief that:

The award to [] of a contract or the modification of an existing contract does [] does not [] involve situations or relationships of the type set forth in 48 CFR 2009.570-3(b).

(a) If the representation, as completed, indicates that situations or relationships of the type set forth in 48 CFR 2009.570-3(b) are involved, or the contracting officer otherwise determines that potential organizational conflicts of interest exist, the offeror shall provide a statement in writing that describes in a concise manner all relevant factors bearing on his representation to the contracting officer. If the contracting officer determines that organizational conflicts exist, the following actions may be taken:

(1) Impose appropriate conditions which avoid such conflicts;

(2) Disqualify the offeror; or

(3) Determine that it is otherwise in the best interest of the United States to seek award of the contract under the waiver provisions of 48 CFR 2009-570-9.

(b) The refusal to provide the representation required by 48 CFR 2009.570-4(b), or upon request of the contracting officer, the facts required by 48 CFR 2009.570-3(b), must result in disqualification of the offeror for award.

(End of Provision)

K.5 2052.222-70 NONDISCRIMINATION BECAUSE OF AGE. (JAN 1993)

It is the policy of the Executive Branch of the Government that:

(a) Contractors and subcontractors engaged in the performance of Federal contracts may not, in connection with the employment, advancement, or discharge of employees or in connection with the terms, conditions, or privileges of their employment, discriminate against persons because of their age except upon the basis of a bona fide occupational qualification, retirement plan, or statutory requirement; and

(b) That contractors and subcontractors, or persons acting on their behalf, may not specify, in solicitations or advertisements for employees to work on Government contracts, a maximum age limit for employment unless the specified maximum age limit is based upon a bona fide occupational qualification, retirement plan, or statutory requirement.

(End of Provision)

**COVER PAGE ADDENDUM TO:
STATEMENT OF WORK (SOW)
(Level-of-Effort)**

Project Title	Technical Assistance with Tsunami and Storm Surge Hazard Assessment at Nuclear Power Plant Sites in the United States
NRC Issuing Office	NRO
Period of Performance	October 2016 to October 2020
Job Code/Cost Center	1062
Budget & Reporting Number	11-4-212
TAC Numbers	As indicated in letters of technical direction
Fee Recoverable	Yes
Docket Number (if fee recoverable)	As indicated in letters of technical direction

Type of Contract/Order: Cost-reimbursement (Labor-Hour)

Contracting Officer's Representative (COR):

Name: Michelle Bensi

Office: T-7J03

Street Address (Include Office Symbol): U.S. Nuclear Regulatory Commission, MS T-7F27

City, State and Zip code: Washington, DC 20555-0001

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**DESCRIPTION/SPECIFICATIONS/WORK STATEMENT
(Level-of-Effort)**

Contents

C.1	Title of Project	3
C.2	Background	3
C.3	Objective	4
C.4	Scope of Work/Tasks	4
C.5	Reporting Requirements	10
C.6	Level of Effort and List of Deliverables	11
C.7	Government Furnished Information	12
C.8	Release of Publications	12
C.9	Place of Performance	13
C.10	Key Personnel and Qualification Requirements	13
C.11	Contractor Travel	14
C.12	Security Requirements	14

C.1 Title of Project

Technical Assistance with Tsunami and Storm Surge Hazard Assessment at Nuclear Power Plant Sites in the United States.

C.2 Background

On March 12, 2012, the U.S. Nuclear Regulatory Commission (NRC) issued requests for information in accordance with NRC regulation in Title 10 of the Code of Federal Regulations (10 CFR), Part 50, Section 50.54(f) to all operating reactor, construction permit and combined license holders, to request reevaluation of flooding hazards at each site in accordance with present-day guidance and methods. As part of this reevaluation licensees performed tsunami and storm surge/seiche hazard assessments (if applicable).

The NRC is implementing the activities associated with the March 12, 2012 letter in two phases.

Phase 1: The aforementioned activities in which licensees and construction permit holders reevaluate the flooding hazard(s) at each site using present-day regulatory guidance and methodologies represents Stage 1 of Phase 1. In Stage 2 of Phase 1, licensees will (if necessary) assess plant response to the reevaluated flooding hazards. Initially, all hazards reevaluations were to be completed as part of the Phase 1, Stage 1 activities. However, the implementation process has been revised by NRC since the March 12, 2012 letter was issued. As a result, licensees may opt to submit revised or new assessments of coastal hazards using deterministic analyses or probabilistic approaches as part of the Phase 1, Stage 2 activities. In addition, licensees may submit revised or new assessments of coastal hazards as part of mitigating strategies assessments. NRC staff will need to review and assess whether the revised or hazard assessments are technically appropriate. In order to help facilitate these reevaluations and the NRC staff's review of the licensee submittals, technical assistance is required.

This SOW includes a continuation of previously performed work related to review of licensee and applicant evaluations and performance of independent or confirmatory assessments. This continuation of work is necessary to accommodate licensee re-submittals in accordance with the aforementioned revisions to the Phase 1 implementation process and mitigating strategies assessment.

Phase 2: During Phase 2, NRC staff will use the Phase 1 results to determine whether additional regulatory actions are necessary. To support Phase 2 activities, NRC staff will need to understand estimates of hazards associated with relevant annual exceedance frequencies. This may involve independent calculations or review of licensee analyses.

In addition, deterministic and probabilistic approaches may be employed as part of new reactor applications and other regulatory activities. Therefore, technical assistance may be required related to similar evaluations in support of new reactor applications, review of licensing actions for operating reactors, or other regulatory activities.

C.3 Objective

The objective of this project is to provide the NRC with a continuation of technical support for the review and development of deterministic and probabilistic storm surge/seiche and tsunami hazard assessments (including flood height, associated effects, and flood event duration), which was initiated under NRC contract no. NRC-HQ-13-C-42-0051. Technical support may be needed in conjunction with NTTF R2.1 hazard reevaluations, plant response assessments for external flooding (i.e., focused evaluations and integrated assessments), mitigating strategies assessments, new reactor applications, or other regulatory activities. As requested by the NRC Contracting Officer's Representative (COR), the contractor will review licensee and applicant submittals and conduct independent and confirmatory hazard analyses, in order to support NRC staff reviews. The contractor will accomplish this effort using relevant data and models as well as deterministic and probabilistic methods for estimating tsunami and surge/seiche hazards floods.

C.4 Scope of Work/Tasks

Tasks 2 through 7 will be performed for each nuclear power plant site, as requested by the COR. Requests for technical assistance will be made using letters of technical direction.

C.4.1. Task 1: Kick-off meeting and Review of Current Regulatory Guidance and Supporting Documents

The contractor shall participate in an orientation/kick-off meeting with the NRC staff to discuss the scope of work, expectations, schedule, and contract management. The contract management discussion will include status/budget reporting requirements and technical documentation.

The Contractor shall review, or confirm previous review of, applicable regulatory guidance documents and supporting technical and regulatory materials to include, but not limited to:

- 10 CFR Part 100, specifically for identifying and evaluating hydrologic features of the site. 10 CFR 100.20(c), regarding requirements to consider physical site characteristics in site evaluations. 10 CFR 52.79(a)(1)(iii), for evaluation of the hydrologic characteristics of the proposed site with appropriate consideration of the most severe of the natural phenomena that have been historically reported for the site and surrounding area and with sufficient margin for the limited accuracy, quantity, and period of time in which the historical data have been accumulated RG 1.102, "Flood Protection for Nuclear Power Plants," RG 1.59, "Design Basis Floods for Nuclear Power Plants."

- NUREG/CR 7046, "Design-Basis Flood Estimation for Site Characterization at Nuclear Power Plants in the United States of America"
- NUREG/CR 7134, "The Estimation of Very-Low Probability Hurricane storm Surges for Design and Licensing of Nuclear Power Plants in Coastal Areas"
- NUREG/CR 6966, "Tsunami Hazard Assessment at Nuclear Power Plant Sites in the United States of America"
- NUREG 0800, "U.S. Nuclear Regulatory Commission Standard Review Plan," Section 2.4 "Hydrology"
- "American National Standard for Determining Design Basis Flooding at Power Reactor Sites", ANSI/ANS-2.8, 1992. "Evaluation of Tsunami Sources with the Potential to Impact the U.S. Atlantic and Gulf Coasts: An Updated Report to the Nuclear Regulatory Commission", USGS, 2008.
- "Identification of Tsunami Deposits in the Geologic Record: Developing Criteria Using Recent Tsunami Deposits", Robert Peters and Bruce E. Jaffe, USGS, 2010.
- "Database of Recent Tsunami Deposits". Robert Peters and Bruce E. Jaffe, USGS, 2010.
- "Scientific and Technical Issues in Tsunami Hazard Assessment of Nuclear Power Plant Sites", NOAA Technical Memorandum OAR PMEL-136, 2007.

ACCEPTANCE CRITERIA:

- The contractor shall confirm that familiarization with the current regulatory guidance documents and supporting materials is complete. This may be based on a previously performed review.

RELATIONSHIP TO NRC-HQ-13-C-42-0051:

This task is nearly identical to Task 1 of NRC-HQ-13-C-42-0051. As a result, the acceptance criteria only requires confirmation of familiarization with relevant documents, which is expected to be based on previously performed work.

C.4.2. Task 2: Review licensee/applicant documentation

As requested by the COR, the contractor shall review licensee or applicant submittals and supporting materials (e.g., calculation packages and input/output files) to:

- Determine whether the assessments meet current regulatory guidance and are technically adequate and defensible.

- Identify outstanding issues and supporting documentation needs (e.g., list of documents to be placed in an electronic reading room¹).

ACCEPTANCE CRITERIA:

- Develop, or assist the NRC COR in developing, requests for additional information (RAIs) or information needs (INs).²
- Provide feedback (written or verbal, as requested) regarding: (1) the technical adequacy of licensee or applicable assessments; and (2) whether the assessments meet current regulatory guidance.
- Review the licensee or applicant responses to RAIs or INs to determine if they adequately resolve the outstanding issues.
- Participate in conference calls or meetings with the NRC staff and licensee/applicant to address any technical issues.

RELATIONSHIP TO NRC-HQ-13-C-42-0051:

Task (5) of NRC-HQ-13-C-42-0051 includes activities related to:

- *“review [of] operating reactor submittal report and/or application for ESPs or COLs to determine that the design basis meets the requirements of its license of current applicable Commission requirements, etc.”*
- *“[d]etermin[ation of] outstanding issues and prepar[ation of] Requests for Additional Information”*
- *“review [of] RAI responses to determine if they adequately resolve the outstanding issues”*

Task (2) of this SOW is similar to the portion of Task (5) of NRC-HQ-13-C-42-0051 that relates to review of licensee documentation as well as development and review of information needs (including RAIs).

C.4.3. Task 3: Independent or confirmatory assessments

As requested by the COR, the contractor shall perform independent or confirmatory assessments related to surge or tsunami hazard assessments. Independent or confirmatory assessments may include performance of the following activities:

¹ Electronic reading rooms are intended to serve the purpose of a “virtual” audit of the licensee’s calculation packages and other non-docketed materials. The materials in a reading room can only be viewed; they cannot be printed or saved.

² RAI and IN are needed when sufficient information is not included in the licensee/applicant submittal or cannot be reasonably inferred from the information available to contractor. RAI/IN may include requests for hard and electronic copies of any materials (e.g., input and output files, datasets, better quality figure, calculation packages).

- Development of storm surge and tsunami grid meshes, including nodal attributes, regional wave models; testing of grid meshes, and update or revision of meshes
- Source characterization, including analysis of historical data; development and validation of production winds; tsunami source characterization; and update and revision of source characterizations
- Surge and tsunami model simulations, including QA/QC and update and revision of models.
- Flood hazard characterization, including flood height, associated effects, and flood event duration

The necessity of performing the above activities will depend on: (1) the characteristics of the licensee or applicant assessments; and (2) the characteristics or availability of previously performed independent or confirmatory assessments. Independent and confirmatory assessments may focus primarily on licensee/applicant analysis refinements and their technical defensibility.

ACCEPTANCE CRITERIA:

- Support periodic teleconferences with NRC staff and provide e-mails that describe task progress.
- Provide summary documentation regarding: (1) the key inputs for independent/confirmatory assessments (e.g., storm wind parameters and characteristics, antecedent water levels); (2) outcomes of independent/confirmatory assessments (e.g., still and total water level elevations); and (3) comparisons against licensee/applicant assessments.

RELATIONSHIP TO NRC-HQ-13-C-42-0051:

This task includes activities delineated under Tasks 2-5 in NRC-HQ-13-C-42-0051.

C.4.4. Task 4: Support for review or development of probabilistic assessments

As requested by the COR, the contractor shall perform technical activities related to the review or development of probabilistic hazard assessments independently or in collaboration with NRC staff, including review of licensee/ applicant generated assessments or performance of independent/confirmatory assessments. Activities may include:

- Numerical modeling (e.g., performance of storm surge simulations)
- Treatment of key sources of uncertainty (e.g., datasets, storm recurrence rates, data filtering, statistical analyses, and model error)
- Hazard quantification
- Application of technical judgments (e.g., identification meteorological and climatological extremes)
- Peer review of NRC staff calculations

- Flood hazard characterization, including flood height, associated effects, and flood event duration

ACCEPTANCE CRITERIA:

- Support periodic teleconferences with NRC staff and provide e-mails that describe task progress.
- Provide summary documentation regarding task progress including results of technical activities.

RELATIONSHIP TO NRC-HQ-13-C-42-0051:

NRC-HQ-13-C-42-0051 includes probabilistic assessments in the SOW (Section C.4):

"The contractor will conduct independent and confirmatory hydrologic hazard analyses to support NRC hydrology safety reviews of the hazard evaluation submittals for operating nuclear power plants and new reactor applications for ESPs and/or COLs, as necessary. This will be accomplished using relevant data and acceptable deterministic and probabilistic methods for estimating design-basis tsunami and surge/seiche floods that reflect changes in the state of the art flood estimation since the 1977 publication of its Regulatory Guide 1.59, "Design Basis Floods for Nuclear Power Plants, especially for regions susceptible to severe storm and tsunami events."

However, the SOW for NRC-HQ-13-C-42-0051 does not include a delineated task focused specifically on probabilistic assessments. Because increased use of probabilistic assessments in futures activities is expected, Tasks (4) of this SOW focuses specifically on probabilistic assessments.

C.4.5. Task 5: Support meetings with licensee or applicant

As requested by the COR, the contractor shall prepare for and participate in meetings (e.g., audits, inspections, or similar) with licensees/applicants, including preparation of requested supporting materials. Interactions may occur via webinar/teleconference. As requested by the COR, the contractor shall travel to the licensee/applicant's office or NRC offices to support meetings.

ACCEPTANCE CRITERIA:

- Prepare materials to support participation in the meetings (e.g., presentation materials regarding outstanding technical issues identified in licensee/applicant assessments or overview of independent/confirmatory assessments)
- Participate in the meetings
- Assist the NRC staff in closing out the RAI/IN and completing an audit/inspection report or other form of meeting summary.

RELATIONSHIP TO NRC-HQ-13-C-42-0051:

Task (6) of NRC-HQ-13-C-42-0051 includes activities related to support of meetings with licensees and applicants. It includes discussions with licensees/applicants as well as evaluation of licensee/applicant responses. Task (5) to this SOW is similar to Task (6) of NRC-HQ-13-C-42-0051; however updates have been made to better reflect recent changes to processes (e.g., increases uses of "tele-audits").

C.4.6. Task 6: Technical evaluation report

The contractor shall prepare and submit technical evaluations reports for each site for which technical support is requested by the COR.

ACCEPTANCE CRITERIA:

- Prepare and submit a draft technical evaluation report (TER) for each site documenting the findings and results of Tasks 2-5 and following the template provided by letter of technical direction (LTD).
- [As needed] Respond to NRC comments on the draft TER.
- [As needed] Prepare and submit a final TER that incorporates the resolution of staff comments and identifies the resolution of RAI/IN and other outstanding technical issues, as applicable.

RELATIONSHIP TO NRC-HQ-13-C-42-0051:

A portion of Task (5) of NRC-HQ-13-C-42-0051 describes the preparation and submission of the draft and final TER. Task (6) of this SOW is similar to the TER-related activities described in Task (5) of NRC-HQ-13-C-42-0051.

C.4.7. Task 7: ACRS Meetings and Hearings Proceedings Support

As requested by the COR, the contractor shall provide technical support to the NRC staff during Advisory Committee on Reactor Safety (ACRS) meetings, Atomic Safety and Licensing Board Panels, Commission hearings, and other similar proceedings related to Tasks 1-6.

ACCEPTANCE CRITERIA:

- Prepare and submit presentation slides that address the issues to be presented to the ACRS, Atomic Safety and Licensing Board Panel (ASLBP), or Commission.
- Ensure presentation materials are reviewed and approved by the COR.
- Participate in ACRS Meetings, Atomic Safety and Licensing Board Panels, Commission Hearings, or other related proceedings.
- Assist NRC staff in responding to questions or comments during the aforementioned activities or as follow up to the aforementioned activities.

RELATIONSHIP TO NRC-HQ-13-C-42-0051:

Task (7) of NRC-HQ-13-C-42-0051 describes support for ACRS meetings and hearings. Task (7) of this SOW is similar Task (7) of NRC-HQ-13-C-42-0051.

C.4.8. Technical Directions

The COR may issue Technical Directions (TDs) from time to time throughout the duration of the task order for the purpose of making adjustments or clarifications to the timing and performance of the tasks and/or the delivery schedule of the documents within this task order. These TDs must be within scope of the task order SOW and shall not constitute new assignments of work beyond the negotiated ceiling of the contract, or changes of such a nature as to constitute a change to the task order cost or period of performance. Any modifications to the scope of work, cost, or period of performance of this task order must be issued by the Contractor Officer (CO) and will be coordinated with the COR.

In the event that the contractor believes that any of these TDs have an impact in terms of changing the scope, cost, or period of performance of the task order, the contractor shall immediately inform the task order CO and request appropriate guidance prior to taking action on the TD in question.

C.5 Reporting Requirements

C.5.1. Monthly Letter Status Report (MLSR)

The contractor shall provide a Monthly Letter Status Report (MLSR) that consists of a technical progress report and financial status report. 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 to provide status of contractor progress in achieving tasks and producing deliverables. The report shall include contract/order summary information, work completed during the specified period, milestone schedule information, problem resolution, travel plans, and staff hour summary.

C.5.2. Reports

The contractor shall provide reports as described in Section C.4. Unless otherwise specified above, the contractor shall provide all deliverables as draft products. The NRC COR will review all draft deliverables (and coordinate any internal NRC staff review, if needed) and provide comments back to the contractor. The contractor shall revise the draft deliverable based on the comments provided by the COR, and then deliver the final version of the deliverable. When mutually agreed upon between the contractor and the COR, the contractor may submit preliminary or partial drafts to help gauge the contractor's understanding of the particular work requirement.

The contractor shall provide the deliverables as described below and in Sections C.4 and C.6 of this SOW in hard copy (upon request) and electronic formats. The electronic format shall be provided in MS Word, or other word processing software approved by the COR. Decisions regarding format for deliverables will be coordinated with the contractor.

C.6 Level of Effort and List of Deliverables

LEVEL OF EFFORT TABLE	
Labor Category	Total
PM	
SME	
STE	
AS	
Total	3,142

Requests for review support will be initiated by letters of technical direction.

Task	Deliverables	Due Date	Submit to
1	Participation in kick-off meeting and documentation of references reviewed.	Three (3) weeks after award of contract.	COR
2	Progress reporting, feedback, participation in teleconferences and meetings, and lists of RAI/IN	As indicated by LTD.	COR
3	Progress reporting, participation in teleconferences and meetings, summary documentation of independent/confirmatory assessments.	As indicated by LTD.	COR
4	Progress reporting, feedback, and participation in teleconferences and meetings.	As indicated by LTD.	COR
5	Participation in meeting and input to meeting summary report.	As indicated by LTD.	COR
6	Draft TER and final TER.	As indicated by LTD.	COR
7	Presentation materials, participation in meetings/hearings and input to NRC staff responses to questions/comments.	Four weeks before scheduled meeting/hearing or due date set by ACRS or ASLBP.	COR

For Task 6, the primary deliverable or output of reviews (per site) is the Technical Evaluation Reports (TERs). The TERs will serve as input to or will be referenced in the NRC staff's Staff Assessment or Safety Evaluation Report (SER) for each site. TERs may be entered in the NRC's Agencywide Documents Access and Management System (ADAMS) and may be released publically. The TERs should provide sufficient detail to ensure the review performed and associated rationale are clearly described. The TERs should be written in a manner whereby a person with a technical (non-nuclear) background and unfamiliar with the licensee's, applicant's, or NRC staff assessment could understand the basis for the stated conclusions. The TER format should be consistent with the format described in the letter of technical direction. For other Tasks, the structure of deliverables may include verbal and written feedback.

The contractor shall provide, as requested by the COR, supporting calculation files (e.g., input/output files) to allow NRC staff to maintain records associated with analyses, and to support future review activities. This includes materials associated with independent/confirmatory assessments.

C.7 Government Furnished Information

The following NRC furnished materials will be provided to the contractor on an as-needed basis depending on the level of review assistance required of the contractor by the COR:

- Documentation associated with licensee or applicant evaluations (e.g., Final Safety Analysis Report, Flood Hazard Reevaluation Report)
- Relevant supporting materials associated with licensee or applicant evaluations (e.g., input/output files, grid files, calculation packages)

Materials will be provided using appropriate formats (e.g., transmittal of documents via email, use of SharePoint or FTP sites, mailing of electronic media). Site-specific, non-docketed materials associated with audits should be returned to NRC (e.g., in the case of electronic media) or appropriately disposed (e.g., in the case of emailed documents) following closure of the audit for that site.

All other materials (including software and hardware) shall be furnished by the contractor unless the purchase of materials is authorized by the COR.

C.8 Release of Publications

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

C.9 Place of Performance

The work to be performed under this contract will be primarily performed at the contractor's facility. The contractor may be required to perform at licensees' offices or sites and NRC Headquarters to support an audit or meeting with the NRC staff and/or licensee.

C.10 Key Personnel and Qualification Requirements

The contractor shall provide individuals who have the required educational background and work experience to meet the objectives of the work specified in this contract. Specific technical qualifications for this effort include:

- **Surge and Seiche**
Senior Civil/Hydraulic Engineers and/or Physical Oceanographers with work experience in performing site characterization, numerical surge modeling (including climatological and meteorological considerations), statistical/probabilistic surge and seiche analysis, and safety analysis of nuclear power plants using advanced surface water hydrology methods.
At least a doctoral degree in the engineering/science discipline; professional engineering certification or license, as applicable; and knowledge of risk assessments, power plant operations and systems, and severe accidents is required.
- **Tsunami**
Senior Civil/Hydraulic Engineers and/or Physical Oceanographers and geologist/geophysicist with work experience in performing site characterization, tsunami source characterization and propagation, and safety analysis of nuclear power plants using advanced surface water hydrology methods.
A doctoral degree in the engineering/science discipline; professional engineering certification or license as applicable is required; and knowledge of risk assessments, power plant operations and systems, and severe accidents is required.

The contractor shall assign provide a project manager (PM) or contract manager, to oversee the effort and ensure the timely submittal of quality deliverables so that all information is accurate and complete. This individual shall serve as primary contact. The PM shall possess, at a minimum, a Bachelor's Degree in Engineering or Science and a minimum of 10 years of project management experience. If subcontractors are proposed, the PM shall have significant subcontract management experience.

The NRC will rely on representations made by the contractor concerning the qualifications of the personnel assigned to this contract, including assurance that all information contained in the technical and cost proposals, including resumes, is accurate and truthful. The resume for each professional proposed to work under this contract (principal investigators, technical staff, employees, consultants, specialists or subcontractors) shall describe that individual's experience in applying his or her area of

technical specialization to work in the proposed area. The use of Key Personnel named on this contract is subject to approval by NRC COR.

C.11 Contractor Travel

The following travel may be required to complete the effort described in this SOW:

- Two, 2-person, 5-day (including travel) working meeting with licensee/applicants
- Two, 2-person, 3-day meetings (including travel), for ACRS meetings and/or Hearing Proceedings

At the discretion of the NRC COR, meeting may be conducted via telephone or video conference. The need for travel will be communicated by the COR.

Contractor will be authorized travel expenses consistent with the substantive provisions of the Federal Travel Regulation (FTR) and the limitation of funds specified in this contract/order. All travel requires written Government approval from the CO, unless otherwise delegated to the COR.

Travel will be reimbursed in accordance with FAR 31.205-46, "Travel costs" and the General Services Administration's Federal Travel Regulations at: <http://www.gsa.gov/portal/content/104790>

C.12 Security Requirements

All work under this contract is expected to be unclassified. However, licensee-generated materials (e.g., docketed material, calculation packages) may contain sensitive-unclassified information (SUNSI) because it may discuss the design and/or operation of upstream and nearby dams, water flows, and/or water level heights following dam failure(s). The contractor is responsible for properly protecting SUNSI from public release in accordance with NRC Policy for Handling, Marking, and Protecting SUNSI documents.

Attachment 1

MSLR Template

PROJECT TITLE: [Project Title]

CONTRACT NO.: [Contract No.]

A. CONTRACT IDENTIFICATION AND FINANCIAL SUMMARY INFORMATION

CONTRACT TITLE: [Contract Title]

JOB CODE NO. (JCN): [JCN#]

**TECHNICAL ASSIGNMENT
CONTROL NUMBER (TAC):** [TAC#]

PERIOD OF PERFORMANCE: [Start date to Finish date]

PERIOD COVERED: [Month 1st to Month 31st]

NRC COR: [Name of COR]

CONTRACTOR PROJ. MANAGER: [Contractor Project Manager]

CONTRACTING ORGANIZATION: [Contractor Business Name]

1.	Contract Amount:	\$
2.	Funds Obligated to Date:	\$

		Cost This Period	Cumulative Cost to Date
3.	Total Direct Costs Invoiced	\$	\$
4.	Total Indirect Costs Invoiced	\$	\$
5.	Fee Invoiced	\$	\$
6.	Total Cost Invoiced [Item3+Item4+Item5]	\$	
7.	Percent Expended (%) [Item6/Item2]		\$
8.	Balance of Obligation Funds Remaining based on Invoiced Cost [Item2-Item6]		\$
9.	Total Actual Costs (Invoiced Cost and Cost Not Yet Invoiced (e.g., Pending/Outstanding Subcontractor /Consultant Costs)		\$
10.	Balance of Obligated Funds Remaining based on Actual Cost [Item2-Item9]		\$
11.	Balance of Funds Required for Completion (Item 1 – Item 10)		\$

Subcontractor Costs:

Subcontractor	Hours this period	Cost the period	Cumulative costs to date

Summary of Costs by TAC per Task Number:

Site	TACs	Task 1	...	Task 7	Cumulative this month	Total project cumulative

Spending Plan:

Month/Year											
Planned (\$)											
Revised (\$)											
Actual (\$)											

Plan Total: \$ [Sum of planned(\$)]

Revised Total: \$ [Sum of Revised(\$)]

Actual Total: \$ [Sum of Actual(\$)]

Staff Hours Summary:

Labor category	Hours budgeted		This reporting period		Total cumulative hours expended
	FY16	...	# staff assigned	Hours expended	

Labor category	Labor Rate Year 1	...

Summary of Costs by TAC per Task Number:

Personnel	Budgeted Hours All Tasks	Budget Hours Task 1	...	Budget Hours Task 7	Cumulative this month	Total project cumulative

Summary of Staff Labor Hours by TAC per Task Number"

Personnel	TACs	Task 1	...	Task 7	Cumulative this month	Total project cumulative

Print out from contractor's data collection program is acceptable if equivalent to above tables.

B. SCHEDULE MILESTONE INFORMATION

Task	Planned Completion Date	Revised Completion Date	Actual Completion Date
[1] Kick-off meeting and Review of Current Regulatory Guidance and Supporting Documents			
[2] Review licensee/applicant documentation			
[3] Independent or confirmatory assessments			
[4] Support for review or development of probabilistic assessments			
[5] Support meetings with licensee or applicant			
[6] Technical evaluation report			
[7] ACRS Meetings and Hearings Proceedings Support			

C. WORK PERFORMED/ DESCRIPTION

D. PROBLEM(S) / RESOLUTION(S)

E. TRAVEL FOR THIS PERIOD

Staff	Start Date	End Date	Destination/ Activity

Print out from contractor's data collection program is acceptable if equivalent to above table.

F. PLANS FOR NEXT PERIOD

**BILLING INSTRUCTIONS FOR
TIME-AND-MATERIALS/LABOR-HOUR TYPE CONTRACTS (JAN 2015)**

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

The contractor shall prepare invoices/vouchers for reimbursement of costs in the manner and format described herein. FAILURE TO SUBMIT INVOICES/VOUCHERS IN ACCORDANCE WITH THESE INSTRUCTIONS WILL RESULT IN REJECTION OF THE INVOICE/VOUCHER AS IMPROPER.

Standard Forms: Claims shall be submitted on the payee's letterhead, invoice/voucher, or on the Government's Standard Form 1034, "Public Voucher for Purchases and Services Other than Personal," and Standard Form 1035, "Public Voucher for Purchases Other than Personal--Continuation Sheet."

Electronic Invoice/Voucher Submissions: The preferred method of submitting vouchers/invoices is electronically to the U.S. Nuclear Regulatory Commission, via email to: NRCPayments@nrc.gov.

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

NRC Payments
U.S. Nuclear Regulatory Commission
One White Flint North
11555 Rockville Pike
Mailstop O3-E17A
Rockville, MD 20852-2738

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

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

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



ATTACHMENT 5

INVOICE FORMAT FOR LH AND TM

Version Control Date: January 26, 2015

ATTACHMENT

BILLING INSTRUCTIONS FOR TIME-AND-MATERIALS/LABOR-HOUR TYPE CONTRACTS (JAN 2015)

Frequency: The contractor shall submit claims for reimbursement once each month, unless otherwise authorized by the Contracting Officer.

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

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

Billing of Costs after Expiration of Contract: If costs are incurred during the contract period and claimed after the contract has expired, you must cite the period during which these costs were incurred. To be considered a proper expiration invoice/voucher, the contractor shall clearly mark it "EXPIRATION INVOICE" or "EXPIRATION VOUCHER".

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

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

Supersession: These instructions supersede previous Billing Instructions for Time-and-Materials/Labor-Hour Type Contracts (MAY 2013).

**BILLING INSTRUCTIONS FOR
TIME-AND-MATERIALS/LABOR-HOUR TYPE CONTRACTS (JAN 2015)**

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

1. Official Agency Billing Office

NRC Payments
U.S. Nuclear Regulatory Commission
One White Flint North
11555 Rockville Pike
Mailstop O3-E17A
Rockville, MD 20852-2738

2. Invoice/Voucher Information

- a. Payee's DUNS Number or DUNS+4. The Payee shall include the Payee's Data Universal Number (DUNS) or DUNS+4 number that identifies the Payee's name and address. The DUNS+4 number is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the Payee to identify alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.
- b. Payee's Name and Address. Show the name of the Payee as it appears in the contract and its correct address. Where the Payee is authorized to assign the proceeds of this contract in accordance with the clause at Federal Acquisition Regulation (FAR) 52.232-23 Assignment of Claims, the Payee shall require as a condition of any such assignment, that the assignee shall register separately in the System for Award Management (SAM) database at <http://sam.gov> and shall be paid by EFT in accordance with the terms of this contract. See FAR 52.232-33 Payment by Electronic Funds Transfer-System for Award Management.
- c. Taxpayer Identification Number. The Payee shall include the Payee's taxpayer identification number (TIN) used by the Internal Revenue Service (IRS) in the administration of tax laws. (See IRS Web site: [http://www.irs.gov/Individuals/International-Taxpayers/Taxpayer-Identification-Numbers-\(TIN\)\)](http://www.irs.gov/Individuals/International-Taxpayers/Taxpayer-Identification-Numbers-(TIN))).
- d. Contract Number. Insert the NRC contract number (including Enterprise-wide Contract (EWC)), GSA Federal Supply Schedule (FSS), Governmentwide Agency Contract (GWAC) number, or Multiple Agency Contract (MAC) number, as applicable.
- e. Task Order Number. Insert the task/delivery order number (If Applicable). **Do not include more than one task order per invoice or the invoice may be rejected as improper.**

ATTACHMENT 5

INVOICE FORMAT FOR LH AND TM

Version Control Date: January 26, 2015

ATTACHMENT

**BILLING INSTRUCTIONS FOR
TIME-AND-MATERIALS/LABOR-HOUR TYPE CONTRACTS (JAN 2015)**

- f. Invoice/Voucher. The appropriate sequential number of the invoice/voucher, beginning with 001 should be designated. Contractors may also include an individual internal accounting number, if desired, in addition to the 3-digit sequential number.
- g. Date of Invoice/Voucher. Insert the date the invoice/voucher is prepared.
- h. Billing period. Insert the beginning and ending dates (day, month, year) of the period during which costs were incurred and for which reimbursement is requested.
- i. Labor Hours Expended. Provide a general summary description of the services performed and associated labor hours utilized during the invoice period. Specify the Contract Line Item Number (CLIN) or SubCLIN, as applicable, and information pertaining to the contract's labor categories/positions, and corresponding authorized hours.
- j. Property. For contractor acquired property, list each item with an initial acquisition cost of \$50,000 or more and provide: (1) an item description, (2) manufacturer, (3) model number, (4) serial number, (5) acquisition cost, (6) date of purchase, and (7) a copy of the purchasing document.
- k. Shipping. Insert weight and zone of shipment, if shipped by parcel post.
- l. Charges for freight or express shipments. Attach prepaid bill if shipped by freight or express.
- m. Instructions. Include instructions to consignee to notify the Contracting Officer of receipt of shipment.
- n. For Indefinite Delivery contracts, the final invoice/voucher shall be marked "FINAL INVOICE" or "FINAL VOUCHER".
- o. Direct Costs. Insert the amount billed for the following cost elements, adjustments, suspensions, and total amounts, for both the current billing period and for the cumulative period (from contract inception to end date of this billing period).

- (1) Direct (Burdened) Labor. This consists of salaries and wages paid (or accrued) for direct performance of the contract itemized, including a burden (or load) for indirect costs (i.e., fringe, overhead, General and Administrative, as applicable), and profit component, as follows:

<u>Labor Category</u>	<u>Hours Billed</u>	<u>Burdened Hourly Rate</u>	<u>Total</u>	<u>Cumulative Hours Billed</u>
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**BILLING INSTRUCTIONS FOR
TIME-AND-MATERIALS/LABOR-HOUR TYPE CONTRACTS (JAN 2015)**

(2) Contractor-acquired property (\$50,000 or more). List each item costing \$50,000 or more and having a life expectancy of more than one year. List only those items of equipment for which reimbursement is requested. For each such item, list the following (as applicable): (a) an item description, (b) manufacturer, (c) model number, (d) serial number, (e) acquisition cost, (f) date of purchase, and (g) a copy of the purchasing document.

(3) Contractor-acquired property (under \$50,000), Materials, and Supplies. These are equipment other than that described in (2) above, plus consumable materials and supplies. List by category. List items valued at \$1,000 or more separately. Provide the item number for each piece of equipment valued at \$1,000 or more.

(4) Materials Handling Fee. Indirect costs allocated to direct materials in accordance with the contractor's usual accounting procedures.

(5) Consultant Fee. The supporting information must include the name, hourly or daily rate of the consultant, and reference the NRC approval (if not specifically approved in the original contract).

(6) Travel. Total costs associated with each trip must be shown in the following format:

<u>Start Date</u>	<u>Destination</u>	<u>Costs</u>
From To	From To	\$

(Must include separate detailed costs for airfare, per diem, and other transportation expenses. All costs must be adequately supported by copies of receipts or other documentation.)

(7) Subcontracts. Include separate detailed breakdown of all costs paid to approved subcontractors during the billing period.

p. Total Amount Billed. Insert columns for total amounts for the current and cumulative periods.

q. Adjustments. Insert columns for any adjustments, including outstanding suspensions for unsupported or unauthorized hours or costs, for the current and cumulative periods.

r. Grand Totals.

ATTACHMENT 5

INVOICE FORMAT FOR LH AND TM

Version Control Date: January 26, 2015

ATTACHMENT

**BILLING INSTRUCTIONS FOR
 TIME-AND-MATERIALS/LABOR-HOUR TYPE CONTRACTS (JAN 2015)**

3. Sample Invoice/Voucher Information

Sample Invoice/Voucher Information (Supporting Documentation must be attached)

This invoice/voucher represents reimbursable costs for the billing period from _____ through _____.

		<u>Amount Billed</u>	
		<u>Current Period</u>	<u>Cumulative</u>
(a)	<u>Direct Costs</u>		
(1)	Direct burdened labor	\$ _____	\$ _____
(2)	Government property (\$50,000 or more)	\$ _____	\$ _____
(3)	Government property, Materials, and Supplies (under \$50,000 per item)	\$ _____	\$ _____
(4)	Materials Handling Fee	\$ _____	\$ _____
(5)	Consultants Fee	\$ _____	\$ _____
(6)	Travel	\$ _____	\$ _____
(7)	Subcontracts	\$ _____	\$ _____
	Total Direct Costs:	\$ _____	\$ _____
(b)	Total Amount Billed	\$ _____	\$ _____
(c)	Adjustments (+/-)	\$ _____	\$ _____
(d)	Grand Total	\$ _____	\$ _____

(The invoice/voucher format provided above must include information similar to that included below in the following to ensure accuracy and completeness.)

SAMPLE SUPPORTING INFORMATION

The budget information provided below is for format purposes only and is illustrative.

Cost Elements:

1) Direct Burdened Labor - \$4,800

<u>Labor Category</u>	<u>Hours Billed</u>	<u>Burdened Rate</u>	<u>Total</u>	<u>Cumulative Hours Billed</u>
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**BILLING INSTRUCTIONS FOR
 TIME-AND-MATERIALS/LABOR-HOUR TYPE CONTRACTS (JAN 2015)**

Senior Engineer I	100	\$28.00	\$2,800	975
Engineer	50	\$20.00	\$1,000	465
Computer Analyst	100	\$10.00	<u>\$1,000</u>	<u>320</u>
			\$4,800	1,760 hrs.

Burdened labor rates must come directly from the contract.

- 2) Government-furnished and contractor-acquired property (\$50,000 or more) - \$60,000

Prototype Spectrometer - item number 1000-01 = \$60,000

- 3) Government-furnished and contractor-acquired property (under \$50,000), Materials, and Supplies - \$2,000

10 Radon tubes @ \$110.00 = \$1,100
 6 Pairs Electrostatic gloves @ \$150.00 = \$ 900
\$2,000

- 4) Materials Handling Fee - \$40

(2% of \$2,000 in item #3)

- 5) Consultants' Fee - \$100

Dr. Carney - 1 hour fully-burdened @ \$100 = \$100

- 6) Travel - \$2,640

- (i) Airfare: (2 Roundtrip trips for 1 person @ \$300 per r/t ticket)

<u>Start Date</u>	<u>End Date</u>	<u>Days</u>	<u>From</u>	<u>To</u>	<u>Cost</u>
4/1/2011	4/7/2011	7	Philadelphia, PA	Wash, D.C.	\$300
7/1/2011	7/8/2011	8	Philadelphia, PA	Wash, D.C.	\$300

- (ii) Per Diem: \$136/day x 15 days = \$2,040

- 7) Subcontracting - \$30,000

Company A = \$10,000
 Company B = \$20,000
\$30,000

ATTACHMENT 5

INVOICE FORMAT FOR LH AND TM

Version Control Date: January 26, 2015

ATTACHMENT

**BILLING INSTRUCTIONS FOR
TIME-AND-MATERIALS/LABOR-HOUR TYPE CONTRACTS (JAN 2015)**

(EX: Subcontracts for Companies A & B were consented to by the Contracting Officer by letter dated 6/15/2011.)

Total Amount Billed	\$99,580
Adjustments (+/-)	<u>0</u>
Grand Total	\$99,580

4. Definitions

Material handling costs. When included as part of material costs, material handling costs shall include only costs clearly excluded from the labor-hour rate. Material handling costs may include all appropriate indirect costs allocated to direct materials in accordance with the contractor's usual accounting procedures.