


AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING		PAGE OF PAGES 1 51	
2. CONTRACT (Proc. Inst. Ident.) NO. 31310019C0032				3. EFFECTIVE DATE See Block 20C		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. RES-19-0221	
5. ISSUED BY CODE NRCHQ US NRC - HQ ACQUISITION MANAGEMENT DIVISION MAIL STOP TWFN-07B20M WASHINGTON DC 20555-0001		6. ADMINISTERED BY (If other than Item 5) CODE					
7. NAME AND ADDRESS OF CONTRACTOR (No., street, country, State and ZIP Code) GRYPHON SCIENTIFIC LLC ATTN ROCCO CASAGRANDE 1 HALFYARD DRIVE BROOKLINE NH 030332529				8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)			
				9. DISCOUNT FOR PROMPT PAYMENT 30			
				10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN		ITEM	
CODE 800210077		FACILITY CODE					
11. SHIP TO/MARK FOR CODE NRCHQ NUCLEAR REGULATORY COMMISSION NUCLEAR REGULATORY COMMISSION WASHINGTON DC 20555-0001		12. PAYMENT WILL BE MADE BY CODE NRCPAYMENTS FISCAL ACCOUNTING PROGRAM ADMIN TRAINING GROUP AVERY STREET A3-G BUREAU OF THE FISCAL SERVICE PO BOX 1328 PARKERSBURG WV 26106-1328					
13. AUTHORITY FOR US NG OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) () <input checked="" type="checkbox"/> 41 U.S.C. 3304 (a) (0)				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						\$181,762.30	
16. TABLE OF CONTENTS							
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	A	SOLICITATION/CONTRACT FORM			I	CONTRACT CLAUSES	
	B	SUPPLIES OR SERVICES AND PRICES/COSTS		PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
	C	DESCR PTION/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	DELIVER ES 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 _____ 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 _____, 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 JEFFREY R. MITCHELL			
19B. NAME OF CONTRACTOR		19C. DATE SIGNED		20B. UNITED STATES OF AMERICA BY 		20C. DATE SIGNED 09/25/2019	
BY (Signature of person authorized to sign)				BY (Signature of the Contracting Officer)			

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BE NG CONTINUED 31310019C0032	PAGE	OF
		2	51

NAME OF OFFEROR OR CONTRACTOR
GRYPHON SCIENTIFIC LLC

ITEM NO. (A)	SUPPL ES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>The U.S. Nuclear Regulatory Commission hereby awards Contract No. 31310019C0032 for the project titled, "Non-radiological Health Consequences of Evacuations and Relocations."</p> <p>Total Contract Ceiling: \$181,762.30 Total Obligations to Date: \$60,573.00</p> <p>Refer to continuation pages for details.</p> <p>Accounting Info: 2019-X0200-FEEBASED-60-60D003-60B306-1003-11-6-182-252A-11-6-182-1003 Period of Performance: 09/25/2019 to 02/28/2021</p>				

B.1 BRIEF DESCRIPTION OF WORK

(b) Summary work description: The contractor shall perform a literature review of the non-radiological health consequences attributable to evacuations and relocations in response to radiological emergencies and other hazardous events. The literature review should include a wide variety of published sources from across various disciplines (e.g., medical, scientific, emergency management, etc.). The review should include non-radiological impacts, including psychological and social effects and the causative relationship to the evacuation and relocation. The contractor shall perform a meta-analysis from the literature review and provide broad conclusions regarding the non-radiological impact of evacuations and relocations.

B.2 SCHEDULE OF ESTIMATED COST

<div style="background-color: black; width: 100%; height: 100%;"></div>		
TOTAL ESTIMATED COST-PLUS- FIXED-FEE		\$181,762.30

STAQS PRICE SCHEDULE

	TOTAL ESTIMATED COST-PLUS-FIXED-FEE	\$181,762.30
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**B.3 CONSIDERATION AND OBLIGATION- COST-PLUS-FIXED-FEE (AUG 2011)
ALTERNATE I (AUG 2011)**

(a) The total estimated cost to the Government for full performance of this contract is **\$181,762.30**, of which the sum of [REDACTED] represents the estimated reimbursable costs, and of which [REDACTED] represents the fixed-fee.

(b) There shall be no adjustment in the amount of the Contractor's fixed-fee.

(c) The amount presently obligated with respect to this order is **\$60,573.00** of which [REDACTED] represents costs and [REDACTED] represents fixed-fee.

(d) This is an incrementally-funded contract and FAR 52.232-22 – "Limitation of Funds" applies.

(e) In accordance with FAR 52.216-8 - Fixed Fee, it is the policy of the NRC to withhold payment of fee after payment of 85 percent of the fee has been paid in order to protect the Government's interest. The amount of fixed-fee withheld from the contractor will not exceed 15 percent of the total fee or \$100,000, whichever is less. Accordingly, the maximum amount of fixed-fee that may be held in reserve is [REDACTED]

SECTION C - Description/Specifications

STATEMENT OF WORK

1. PROJECT TITLE

The title of the proposed acquisition is: "Non-radiological Health Consequences of Evacuations and Relocations." The U.S. Nuclear Regulatory Commission (NRC) staff is seeking technical assistance from a contractor to study and analyze the literature on the topic of non-radiological health consequences associated with protective actions, such as evacuation or relocation. These protective actions are generally recommended to reduce health risk from radiation exposure, however there are known non-radiological consequences associated with them that have potential to be more serious than those believed to be induced by low doses of radiation.

2. BACKGROUND

Emergency planning for commercial nuclear power plants includes a preplanned strategy for protective actions within defined emergency planning zones (EPZs). Predetermined protective action plans for the plume exposure pathway EPZ are designed to avoid or reduce dose from potential exposure of radioactive materials. These actions include evacuation, sheltering, and the use of potassium iodide where appropriate. Evacuation is not unique to nuclear power plant emergency planning and is widely used as a protective measure for many different disasters including flooding, hurricanes, wildfires, malevolent events, natural gas explosions, chemical accidents, and hazardous materials transport accidents.

The U.S. Environmental Protection Agency (EPA) Protective Action Guide (PAG) Manual contains guidance and recommended numerical PAGs for the principal protective actions available to public officials during a radiological incident. The EPA PAG Manual recommends the implementation of protective measures (sheltering or evacuation) when the doses are expected to exceed 1 rem over a period of 4 days (early phase). The 1 rem dose is not based upon immediate and harmful effects to an individual; rather it is based upon the linear no-threshold hypothesis of radiation risk which suggests that any exposure to radiation, no matter how small, may increase the hypothetical risk of cancer at some point in the future. Similarly, the EPA PAG Manual recommends relocating the population when doses are expected to exceed 2 rems in the year of the accident and 0.5 rem/yr in subsequent years. However, it is noted that relocation is considered to be highly disruptive.

A key concept about PAGs is that the decision to implement protective actions should be based on the projected dose that would be avoided if the protective actions were implemented. As such PAGs were developed considering the following three principles:

- Prevent acute effects
- Balance protection with other important factors and ensure that actions result in more benefit than harm
- Reduce risk of chronic effects.

Recent research findings indicate that there may be significant chronic and acute human health consequences associated with populations that have been evacuated or relocated. This suggests that the NRC may need to balance guidance for protective action strategies with the possible harmful impacts prolonged evacuation or relocation can place on a population.

A number of recent studies have examined the risk of evacuation and relocation following the few severe reactor accidents that have occurred world-wide. The resounding conclusion of all of these studies is that unnecessary evacuations may have done more harm than good. One study noted that evacuations and relocations following the incident at Fukushima-Daiichi resulted in deaths and injuries but prevented only exposures that were too low to result in meaningful observable radiation-induced health-effects. Another study quantified the value of the protective actions taken at Chernobyl in 1986 and Fukushima Daiichi in 2011—the quantitative analysis supported the conclusion that the majority of public relocations could not be justified on the ground of radiological health benefit. Additional studies of the risk trade-off between evacuation and radiation exposure, particularly when focused on special-needs populations, have emphasized the importance of taking evacuation-related risks into account, and that compulsory evacuation needs to be better balanced with the trade-off against radiation risk.

In staff requirements memorandum (SRM) SRM-M030924, dated October 3, 2003, the NRC Commission directed the staff to “[c]ontinue to evaluate the NRC protective action recommendation guidance to assure that it continues to reflect our current state of knowledge with regard to evacuation and sheltering. Update the guidance, as necessary.”

Over the years the NRC has updated its emergency preparedness regulations, undertaken and published studies on emergency evacuations, and published guidance for licensees and state and local authorities on methodologies for evacuation time estimate (ETE) studies and protective action strategies in support of protective action decision-making. However, there are risks associated with protective actions such as evacuation or relocation which can lead to serious health consequences, potentially more serious than those believed to be induced by low doses of radiation. The non-radiological impacts associated with a protective action need to be understood in order to properly balance the risk against exposure to ionizing radiation. That is, protective actions should do more good than harm. This proposed study is a necessary step in the re-evaluation of protective action strategies for radiological incidents.

3. PROJECT DESCRIPTION AND OBJECTIVES

The contractor shall perform a literature review of the non-radiological health consequences attributable to evacuations and relocations in response to radiological emergencies and other hazardous events. The literature review should include a wide variety of published sources from across various disciplines (e.g., medical, scientific, emergency management, etc.). The review should include non-radiological impacts, including psychological and social effects and the causative relationship to the evacuation and relocation. The contractor shall perform a meta-analysis from the literature review and provide broad conclusions regarding the non-radiological impact of evacuations and relocations.

The contractor will prepare a report providing a concise summary of each of the studies reviewed. The report will summarize the findings of the literature review, describe the methodology used to perform the meta-analysis and provide the results of the analysis. The contractor will also provide the NRC with copies (preferably electronic) of all journal articles cited in the report, as practicable.

4. STATEMENT OF WORK TASKS

Under this contract, the contractor shall provide support to the NRC in performing a literature review and a meta-analysis. After a kickoff meeting (Task 1), this effort will begin with the contractor's review of relevant publications and documentation of the non-radiological impacts of evacuations and relocations (Task 2). The contractor will then perform a meta-analysis of the information collected to provide key insights that would assist in the comparison of the relative risk of taking protective actions (Task 3). The contractor will document their findings in a suitable report (Task 4). The contractor is also expected to support presentations (Task 5).

Task 1 – Kickoff Meeting

Upon contract award, the contractor's project manager, technical lead and contributing technical staff shall attend a kickoff meeting. Preferably, the kickoff meeting will be held in person at NRC headquarters in North Bethesda, Maryland. At the kickoff meeting, the NRC COR will provide the contractor with an overview of the expected contractor support for the literature review. The contractor is expected to present to NRC staff their plan for this work and bring any questions on which they seek clarification.

Task 2 – Literature Search

The contractor shall collect, review, and rate the literature associated with the non-radiological health impacts of evacuation and relocation. The literature review should encompass a wide variety of published sources from across various disciplines (e.g., medical, scientific, emergency management, etc.) and all references must be publicly available. A broad range of both acute and chronic health effects should be considered (e.g., death, depression, anxiety, diabetes, obesity, etc.). The contractor should utilize a methodology to rate the quality of the compiled literature (e.g., scope, supporting evidence, recency, statistics, etc.)

Task 3 – Analysis and Interpretation

The contractor shall perform a meta-analysis of the literature review to provide insights into the non-radiological health effects associated with evacuation and relocation. This analysis should critically examine the causative links leading to the observed health effect.

Task 4 – Final Documentation

The contractor shall prepare and deliver a final report that contains the results of Tasks 2 and 3 in NUREG/CR format in accordance with the NRC NUREG/CR template and related instructions that the COR will provide. In addition, the contractor shall perform quality technical editing on the NUREG/CR. NRC [Management Directive 3.7](#), "NUREG-Series Publication", dated March 2014 (Agency wide Documents Access and

Management System (ADAMS) Accession No. ML18073A090) along with [NUREG-0650](#), Revision 2, "Preparing NUREG-series Publications," dated January 1999 (ADAMS Accession No. ML041050294) provide further direction and guidance regarding the production and publication of NUREG-series documents.

The contractor will edit all content for correct syntax; grammar; punctuation; spelling; and consistent use of acronyms, symbols, abbreviations, and terms, following the guidelines in the latest revision of [NUREG-1379](#), "NRC Editorial Style Guide," [NUREG-0650](#), "Preparing NUREG-Series Publications," [NUREG-0544](#), "NRC Collection of Abbreviations," and any specific style guidance provided for the given work orders.

The contractor shall ensure that the final report conforms to the Section 508 requirements in section 15 of this SOW.

The contractor should expect two rounds of comment reviews during this task.

The contractor will also provide the NRC with electronic copies of all journal articles and other references cited in the report, as practicable.

Task 5- Presentations

The contractor shall develop a presentation on the final report summarizing and explaining all work conducted and their results and findings. The presentation shall cover the same scope as the final report. The contractor shall expect to give this presentation up to two times.

The contractor may expect to present the material in person at the NRC headquarters in North Bethesda, Maryland.

The contractor should also provide proposed revisions to deliverable(s) to address questions/comments raised during the briefing.

5.0 DELIVERABLES AND DELIVERY SCHEDULE/REPORTING REQUIREMENTS

The contractor shall provide the following deliverables to the NRC COR, TM, and Contracting Officer (CO) on or before the stated due-date in electronic format. Unless otherwise directed by the COR or the CO, the contractor must provide all deliverables except the Monthly Letter Status Reports (MLSR) as draft products. The COR will review all draft deliverables (and coordinate any internal NRC staff review, if needed) and provide comments back to the contractor. The contractor will revise the draft deliverable based on the comments provided by the COR and then deliver a revised version of the deliverable, which will then be considered the Final Version. 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. More than one round of drafts may be needed if the contractor does not successfully incorporate the COR's comments on the previous draft. The staff expects to be working closely with the contractor, and expects the contractor to maintaining frequent communication as needed, to ensure completion of the work by these dates.

5.1 Deliverable Schedule

TASKS	DELIVERABLE & ACCEPTANCE CRITERIA	Due Date
1	Kickoff Meeting Summary	No later than 5 working days after Kickoff Meeting
2	List of the reviewed literature with brief summary and quality ratings.	3 months after completion of task 1
3	Meta-analysis results in a suitable format for review.	6 months after completion of task 2
4	Draft NUREG/CR report and Final NUREG/CR report. Copies (preferably electronic) of all journal articles cited.	4 months after completion of task 3
5	Slides for presentation	2 months after completion of task 4

5.2 Monthly Letter Status Report (MLSR)

The contractor will provide an electronic version of the MLSR to the COR, TM, and CO by the 15th of each month. This report will be used by the Government to assess the adequacy of the resources proposed by the contractor to accomplish the work contained in this SOW and provide status of contractor progress in achieving tasks and producing deliverables. The report will provide the technical and financial status of the effort.

The technical status section of the MLSR will contain a summary of the work performed during the reporting period, and milestones reached, or if missed, an explanation of why; any problems or delays encountered or anticipated with recommendations for resolution; and plans for the next reporting period. The status will include information on travel during the period to include trip start and end dates, destination, and travelers for each trip.

The financial status section of the MLSR will include the following information: the total task order ceiling amount; funds obligated to-date; total costs incurred in the reporting period, broken down costs; and total cumulative costs incurred-to date. The MLSR will also contain the balance of obligated funding remaining at the end of the reporting period, and the balance of funds required to complete the contract. Additionally, if applicable, the MLSR will address the status of the Contractor Spending Plan (CSP), showing the percentage of project completion and any significant changes in either projected expenditures or percentage of completion. The MLSR should also identify the acquisition cost, description (model number, manufacturer) and acquisition date of any property/equipment acquired for the project during the month. In addition, it should include any receipts related to travel expenses.

In the event that the data in the MLSR indicates a need for additional funding beyond that already obligated to the task order for that reporting period, 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).

6.0 Technical and other Special Qualifications Required

The technical staff proposed for this project shall, collectively, have an understanding of disaster related impacts. More specifically, the team of proposed staff should have experience in all of the following areas: disaster research, disaster-related health issues, radiological emergency planning, evacuations and relocations.

- Experience and familiarity with performing disaster research is preferable and will be given the greatest consideration in evaluating the capability of proposed personnel.
- The proposed methodology for the meta-analysis will be given strong consideration in evaluating the proposal.
- Experience and familiarity with radiological emergency planning is desirable.

7.0 Contractor Travel

The contractor is expected to travel twice for one day to the U.S. Nuclear Regulatory Commission to support project activities. Travel expenses should be included in the MLSR and corresponding invoice for reimbursement.

The contractor should plan to travel to the NRC HQ for a contract kickoff meeting (discussed in Task 1), and in support of presentations (discussed in Task 5). Prior to any trip taken during the period of performance under this contract, the contractor shall obtain approval from the assigned COR.

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

8.0 GOVERNMENT-FURNISHED PROPERTY

The NRC will provide any relevant NRC documents that the contractor does not have.

9.0 PLACE OF PERFORMANCE

All work will be performed at the contractor's site.

10.0 LICENSE FEE RECOVERY

All work under this contract is not license fee recoverable.

11.0 Section 508 – Information and Communication Technology Accessibility

11.1 Introduction

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

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

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

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

11.2 General Requirements

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

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

11.3 Applicable Provisions of the Revised 508 Standards

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

Applicable to the Contract/Order?	Provision of 36 CFR Part 1194
Yes	1. Appendix A to Part 1194 – Section 508 of the Rehabilitation Act: Application and Scoping Requirements
Yes	<ul style="list-style-type: none"> Section 508 Chapter 1: Application and Administration - <i>sets forth general application and administration provisions</i>
Yes	<ul style="list-style-type: none"> Section 508 Chapter 2: Scoping Requirements - <i>containing scoping requirements (which, in turn, prescribe which ICT – and, in some cases, what categories – must comply with the technical specifications) – NOTE: This includes requirements for electronic content.</i>
Maybe	2. Appendix C to Part 1194 – Functional Performance Criteria and Technical Requirements
Maybe	<ul style="list-style-type: none"> Chapter 3: Functional Performance Criteria – <i>applies to ICT where required by 508 Chapter 2 (Scoping Requirements) and where otherwise referenced in any other chapter of the Revised 508 Standards</i>
No	<ul style="list-style-type: none"> Chapter 4: Hardware
No	<ul style="list-style-type: none"> Chapter 5: Software
No	<ul style="list-style-type: none"> Chapter 6: Support Documentation and Services (<i>applicable to, but not limited to, help desks, call centers, training services, and automated self-service technical support</i>) (<i>Always applies if Chapters 4 or 5 apply</i>)
Yes	<ul style="list-style-type: none"> Chapter 7: Referenced Standards
No	3. Appendix D to Part 1194 – Electronic and Information Technology Accessibility Standards as Originally Published on December 21, 2000

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

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

11.4 Exceptions

For electronic content deliverables that are not Adobe Portable Document Format (PDF) files and are in a format that does not fully support all Revised 508 Standards conformance requirements, the contractor shall maximize conformance to the extent possible.

11.5 Additional Requirements

11.5.1 Notification Due to Impact from NRC Policies, Procedures, Tools and/or ICT Infrastructure

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

11.5.2 Accessibility of Electronic Content

For electronic content (as defined in section E103 of 36 CFR § 1194) deliverables of this contract/order that are authored by the contractor and in the form of a PDF file:

1. If a deliverable is either *Public Facing* or *Agency Official Communication* (as defined in sections E103 and E205.3 of 36 CFR § 1194, respectively) the Contractor shall ensure that it conforms to both section E205.4 of 36 CFR § 1194 and ISO 14289-1 (PDF/UA-1)

11.5.3 Other

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

SECTION D - Packaging and Marking

D.1 BRANDING

The Contractor is required to use the statement below in any publications, presentations, articles, products, or materials funded under this contract/order, to the extent practical, in order to provide NRC with recognition for its involvement in and contribution to the project. If the work performed is funded entirely with NRC funds, then the contractor must acknowledge that information in its documentation/presentation.

Work Supported by the U.S. Nuclear Regulatory Commission (NRC), Office of Nuclear Regulatory Research, under Contract Number 31310019C0032.

(End of Clause)

D.2 PACKAGING AND MARKING

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

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

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

(End of Clause)

SECTION E - Inspection and Acceptance

E.1 Clauses

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
52.246-5	INSPECTION OF SERVICES--COST-REIMBURSEMENT	(APR 1984)

SECTION F - Deliveries or Performance

F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract.

NUMBER	TITLE	DATE
52.242-15	STOP-WORK ORDER	AUG 1989
	ALTERNATE I	(APR 1984)
52.247-34	F.O.B. DESTINATION	NOV 1991

F.2 2052.211-70 PREPARATION OF TECHNICAL REPORTS (JAN 1993)

All technical reports required by Section C and all Technical Progress Reports required by Section F are to be prepared in accordance with the Management Directive 3.7, "NUREG-Series Publications." Management Directive 3.7 is not applicable to any Contractor Spending Plan (CSP) and any Financial Status Report that may be included in this contract.

F.3 PERIOD OF PERFORMANCE

The period for this contract shall commence on September 25, 2019 and will expire February 28, 2021.

(End of Clause)

F.4 PLACE OF DELIVERY-REPORTS

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

a. Contracting Officer's Representative (COR)

Refer to Section G.1 2052.215-71 CONTRACTING OFFICER REPRESENTATIVE (COR) (NOVEMBER 2006)

b. Contracting Officer (CO)

(End of Clause)

SECTION G - Contract Administration Data

G.1 2052.215-71 CONTRACTING OFFICER REPRESENTATIVE (COR) (NOVEMBER 2006)

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

Contracting Officer's Representative (COR)

Name: Sergio Gonzalez

Address:

U.S. Nuclear Regulatory Commission
Office of Nuclear Regulatory Research
Mail Stop: TWFN 10B58
Washington, DC 20555

Telephone Number: 301-415-2438

Email Address: Sergio.Gonzalez@nrc.gov

Alternate Contracting Officer's Representative (COR)

Name: Amy Sharp

Address:

U.S. Nuclear Regulatory Commission
Office of Nuclear Regulatory Research
Mail Stop: TWFN 10B58
Washington, DC 20555

Telephone Number: 301-415-0960

Email Address: Amy.Sharp@nrc.gov

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (1) Monitor the contractor's technical progress, including surveillance and assessment of performance, and recommend to the contracting officer changes in requirements.
- (2) Assist the contractor in the resolution of technical problems encountered during performance.
- (3) Review all costs requested for reimbursement by the contractor and submit to the contracting officer recommendations for approval, disapproval, or suspension of payment for supplies and services required under this contract.
- (4) Assist the contractor in obtaining the badges for the contractor personnel.
- (5) Immediately notify the Security Branch, Division of Facilities and Security (SB/DFS) (via e-mail) when a contractor employee no longer requires access authorization and return of any NRC issued badge to SB/DFS within three days after their termination.
- (6) Ensure that all contractor employees that require access to classified Restricted Data or National Security Information or matter, access to sensitive unclassified information (Safeguards, Official Use Only, and Proprietary information) access to sensitive IT systems or data, unescorted access to NRC controlled buildings/space, or unescorted access to protected and vital areas of nuclear power plants receive approval of SB/DFS prior to access in accordance with Management Directive and Handbook 12.3.
- (7) For contracts for the design, development, maintenance or operation of Privacy Act Systems of Records, obtain from the contractor as part of closeout procedures, written certification that the contractor has returned to NRC, transferred to the successor contractor, or destroyed at the end of the contract in accordance with instructions provided by the NRC Systems Manager for Privacy Act Systems of Records, all records (electronic or paper) which were created, compiled, obtained or maintained under the contract.

(End of Clause)

G.2 2052.215-77 TRAVEL APPROVALS AND REIMBURSEMENT. (OCT 1999)

- (a) All foreign travel must be approved in advance by the NRC on NRC Form 445, Request for Approval of Official Foreign Travel, and must be in compliance with FAR 52.247-63 Preference for U.S. Flag Air Carriers. The contractor shall submit NRC Form 445 to the NRC no later than 30 days before beginning travel.
- (b) The contractor must receive written approval from the NRC Project Officer before taking travel that was unanticipated in the Schedule (i.e., travel not contemplated in the Statement of Work, or changes to specific travel identified in the Statement of Work).
- (c) The contractor will be reimbursed only for travel costs incurred that are directly related to this contract and are allowable subject to the limitations prescribed in FAR 31.205-46.

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

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

(End of Clause)

G.3 2052.216-71 INDIRECT COST RATES. (JAN 1993)

(a) Pending the establishment of final indirect rates which must be negotiated based on audit of actual costs, the contractor shall be reimbursed for allowable indirect costs as follows:



(b) The contracting officer may adjust these rates as appropriate during the term of the contract upon acceptance of any revisions proposed by the contractor. It is the contractor's responsibility to notify the contracting officer in accordance with FAR 52.232-20, Limitation of Cost, or FAR 52.232-22, Limitation of Funds, as applicable, if these changes affect performance of work within the established cost or funding limitations.

(End of Clause)

G.4 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.5 ELECTRONIC PAYMENT (DEC 2017) – ALTERNATE I

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

To receive payment, the contractor shall prepare invoices in accordance with NRC's Billing Instructions. Claims shall be submitted 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: [mailto: NRC@fiscal.treasury.gov](mailto:NRC@fiscal.treasury.gov).

(End of Clause)

SECTION H - Special Contract Requirements

H.1 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.

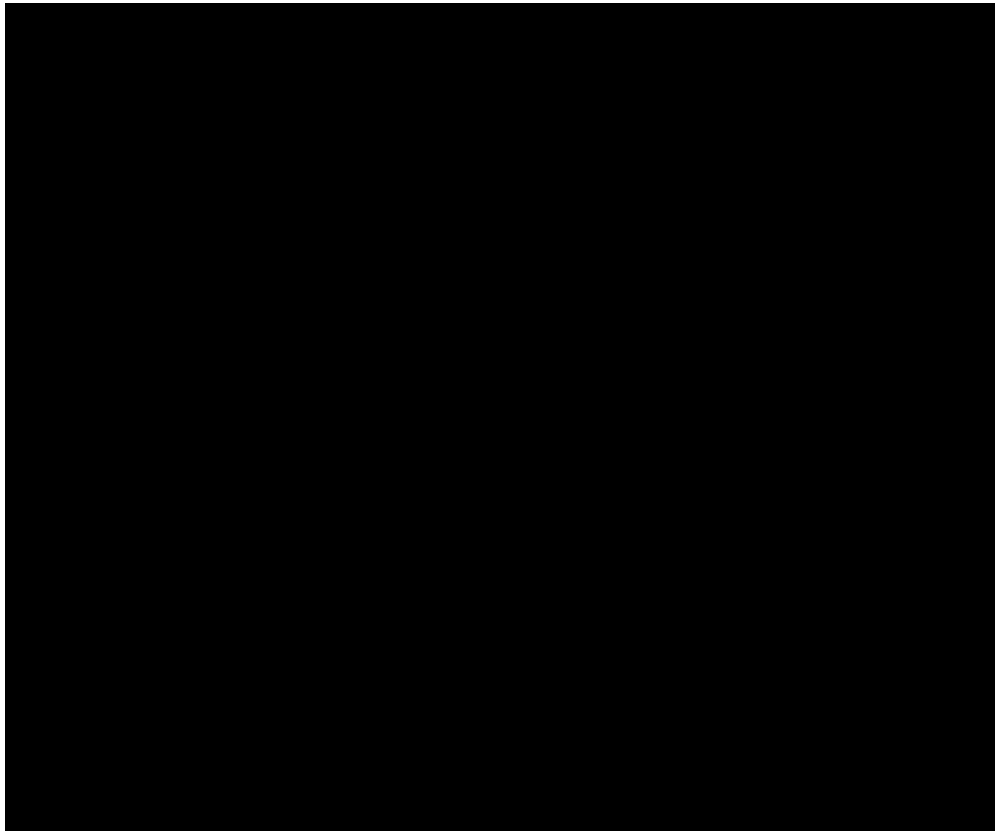
(1) If the contractor under this contract, prepares a complete or essentially complete statement of work or specifications, the contractor is not eligible to perform or participate in the initial contractual effort which is based on the statement of work or specifications. The contractor may not incorporate 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.2 2052.215-70 KEY PERSONNEL. (JAN 1993)

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



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

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

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

(d) If the contracting officer determines that suitable and timely replacement of key personnel who have been reassigned, terminated, or have otherwise become unavailable for the contract work is not reasonably forthcoming, or that the resultant reduction of productive effort would be so substantial as to impair the successful

completion of the contract or the service order, the contract may be terminated by the contracting officer for default or for the convenience of the Government, as appropriate. If the contracting officer finds the contractor at fault for the condition, the contract price or fixed fee may be equitably adjusted downward to compensate the Government for any resultant delay, loss, or damage.

(End of Clause)

H.3 2052.235-70 PUBLICATION OF RESEARCH RESULTS (OCT 1999)

(a) The principal investigator(s)/contractor shall comply with the provisions of NRC Management Directive 3.8 (Vol. 3, Part 1) and NRC Handbook 3.8 (Parts I-IV) 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. Failure to comply with this clause shall be grounds for termination of this contract.

(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. However, such publication and papers shall focus on advances in science and technology and minimize conclusions and/or recommendations which may have regulatory implications.

(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, 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 is (1) subject to Commission approval, (2) has not been ruled upon, or (3) disapproved by the Commission, the NRC reserves the right to disapprove or delay the publication. Further, if the NRC disagrees with the proposed publication for any reason, it reserves the right to require that any publication not identify the NRC's sponsorship of the work and that any associated publication costs shall be borne by the contractor.

H.4 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 judgement 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 procedure to all of its employees performing under this contract and to all subcontractors who shall, in turn, provide a copy of the procedure to its employees. The prime contractor or subcontractor shall submit all DPV's received but need not endorse them.

(End of Clause)

H.5 2052.242-71 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.

(End of Clause)

H.6 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.7 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.8 SECURITY REQUIREMENTS RELATING TO THE PRODUCTION OF REPORTS OR THE PUBLICATION OF RESULTS UNDER CONTRACTS, AGREEMENTS, AND GRANTS (JUL 2016)

Review and Approval of Reports

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

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

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

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

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

H.9 ANNUAL AND FINAL CONTRACTOR PERFORMANCE EVALUATIONS

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

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

Where a contractor concurs with, or takes no exception to an annual performance evaluation, the Contracting Officer will consider such evaluation final and releasable for source selection purposes. Disagreements between the parties regarding a performance evaluation will be referred to an individual one level above the Contracting Officer, whose decision will be final.

The Contracting Officer will send a copy of the completed evaluation report, marked "Source Selection Information", to the contractor's Project Manager for their records as soon as practicable after it has been finalized. The completed evaluation report also will

be used as a tool to improve communications between the NRC and the contractor and to improve contract performance.

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

(End of Clause)

H.10 CONTRACTOR RESPONSIBILITY FOR PROTECTING PERSONALLY IDENTIFIABLE INFORMATION (PII) (AUG 2011)

In accordance with the Office of Management and Budget's guidance to Federal agencies and the Nuclear Regulatory Commission's (NRC) implementing policy and procedures, a contractor (including subcontractors and contractor employees), who performs work on behalf of the NRC, is responsible for protecting, from unauthorized access or disclosure, personally identifiable information (PII) that may be provided, developed, maintained, collected, used, or disseminated, whether in paper, electronic, or other format, during performance of this contract.

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

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

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

(3) Security Plan. When applicable, and unless waived in writing by the NRC Contracting Officer, the contractor must work with the NRC to develop and implement a security plan setting forth adequate procedures for the protection of NRC owned or controlled PII as well as the procedures which the contractor must follow for notifying the

NRC in the event of any security breach. The plan will be incorporated into the contract and must be implemented and followed by the contractor once it has been approved by the NRC Contracting Officer. If the contract does not include a security plan at the time of contract award, a plan must be submitted for the approval of the NRC Contracting Officer within 30 days after contract award.

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

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

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

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

(8) Remedies:

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

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

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

H.11 UPDATED STANDARDS FOR CONTRACTORS WHO PREPARE NUREG-SERIES MANUSCRIPTS

The U.S. Nuclear Regulatory Commission (NRC) began to capture most of its official records electronically on January 1, 2000. The NRC will capture each final NUREG-series publication in its native application. Therefore, please submit your final manuscript that has been approved by the NRC Contracting Officer's Representative (COR) in both electronic and camera-ready copy.

All format guidance, as specified in NUREG-0650, Revision 2, will remain the same with one exception. You will no longer be required to include the NUREG-series designator on the bottom of each page of the manuscript. The NRC will assign this designator when we send the camera-ready copy to the printer and will place the designator on the cover, title page, and spine. The designator for each report will no longer be assigned when the decision to prepare a publication is made. The NRC's Publishing Services Branch will inform the NRC COR for the publication of the assigned designator when the final manuscript is sent to the printer.

For the electronic manuscript, prepare the text in Microsoft® Word, and use any of the following file types for charts, spreadsheets, and the like.

File Types to be used for NUREG-Series Publications:

File Type (File Extension)
Microsoft® Word (.doc)
Microsoft® PowerPoint® (.ppt)
Microsoft Excel (.xls)
Portable Document Format (.pdf)

This list is subject to change if new software packages come into common use at NRC or by our licensees or other stakeholders that participate in the electronic submission process. If a portion of your manuscript is from another source and you cannot obtain an acceptable electronic file type for this portion (e.g., an appendix from an old publication), the NRC can, if necessary, create a tagged image file format (file extension.tif) for that portion of your report.

Note that you should continue to submit original photographs, which will be scanned, since digitized photographs do not print well.

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/>

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. (OCT 2015)
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER. (MAY 2011)
52.204-7	SYSTEM FOR AWARD MANAGEMENT (OCT 2018)
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL. (JAN 2011)
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS. (OCT 2018)
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE. (OCT 2018)
52.204-19	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS. (DEC 2014)
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT. (OCT 2015)
52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS. (OCT 2018)
52.209-11	REPRESENTATION BY CORPORATIONS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW. (FEB 2016)
52.210-1	MARKET RESEARCH. (APR 2011)
52.215-2	AUDIT AND RECORDS - NEGOTIATION. (OCT 2010)
52.215-8	ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT. (OCT 1997)
52.215-10	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA. (AUG 2011)
52.215-12	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA. (OCT 2010)
52.215-14	INTEGRITY OF UNIT PRICES. (OCT 2010)
52.215-23	LIMITATIONS ON PASS-THROUGH CHARGES. (OCT 2009)
52.216-8	FIXED FEE. (JUN 2011)

52.216-26 PAYMENTS OF ALLOWABLE COSTS BEFORE DEFINITIZATION. (DEC 2002)

52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS. (OCT 2018)

52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN. (AUG 2018) ALT II (NOV 2016)

52.219-16 LIQUIDATED DAMAGES - SUBCONTRACTING PLAN. (JAN 1999)

52.222-3 CONVICT LABOR. (JUN 2003)

52.222-19 CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES. (JAN 2018)

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

52.222-26 EQUAL OPPORTUNITY. (SEP 2016)

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)

52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION. (OCT 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)

52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT. (DEC 2007)

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

52.227-16 ADDITIONAL DATA REQUIREMENTS. (JUN 1987)

52.227-17 RIGHTS IN DATA--SPECIAL WORKS. (DEC 2007)

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

52.230-2 COST ACCOUNTING STANDARDS. (OCT 2015)

52.230-6 ADMINISTRATION OF COST ACCOUNTING STANDARDS. (JUN 2010)

52.232-17 INTEREST. (MAY 2014)

52.232-18 AVAILABILITY OF FUNDS. (APR 1984)

52.232-23 ASSIGNMENT OF CLAIMS. (MAY 2014)

52.232-25 PROMPT PAYMENT. (JAN 2017)

52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER - SYSTEM FOR AWARD MANAGEMENT. (OCT 2018)

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)

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

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

52.242-5 PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS. (JAN 2017)

52.242-13 BANKRUPTCY. (JUL 1995)

52.243-2 CHANGES - COST-REIMBURSEMENT. (AUG 1987)

52.244-5 COMPETITION IN SUBCONTRACTING (DEC 1996)

52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS. (OCT 2018)

52.245-1 GOVERNMENT PROPERTY. (JAN 2017)

52.245-9 USE AND CHARGES. (APR 2012)

52.246-25	LIMITATION OF LIABILITY - SERVICES. (FEB 1997)
52.248-1	VALUE ENGINEERING. (OCT 2010)
52.249-6	TERMINATION (COST-REIMBURSEMENT). (MAY 2004)
52.253-1	COMPUTER GENERATED FORMS. (JAN 1991)

I.2 52.204-23 Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities.

1. (a) (a) *Definitions*. As used in this clause—
 - “Covered article” means any hardware, software, or service that—
 - a. (1) Is developed or provided by a covered entity;
 - b. (2) Includes any hardware, software, or service developed or provided in whole or in part by a covered entity; or
 - c. (3) Contains components using any hardware or software developed in whole or in part by a covered entity.
 - “Covered entity” means—
 - d. (1) Kaspersky Lab;
 - e. (2) Any successor entity to Kaspersky Lab;
 - f. (3) Any entity that controls, is controlled by, or is under common control with Kaspersky Lab; or
 - g. (4) Any entity of which Kaspersky Lab has a majority ownership.
2. (b) (b) *Prohibition*. Section 1634 of Division A of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91) prohibits Government use of any covered article. The Contractor is prohibited from—
 - a. (1) Providing any covered article that the Government will use on or after October 1, 2018; and
 - b. (2) Using any covered article on or after October 1, 2018, in the development of data or deliverables first produced in the performance of the contract.
3. (c) (c) *Reporting requirement*.
 - a. (1) In the event the Contractor identifies a covered article provided to the Government during contract performance, or the Contractor is notified of such by a subcontractor at any tier or any other source, the Contractor shall report, in writing, to the Contracting Officer or, in the case of the Department of Defense, to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.
 - b. (2) The Contractor shall report the following information pursuant to paragraph (c)(1) of this clause:
 - i. (i) Within 1 business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; brand; model number (Original Equipment Manufacturer (OEM) number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

- ii. (ii) Within 10 business days of submitting the report pursuant to paragraph (c)(1) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of a covered article, any reasons that led to the use or submission of the covered article, and any additional efforts that will be incorporated to prevent future use or submission of covered articles.
- 4. (d) (d) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts, including subcontracts for the acquisition of commercial items.

(End of clause)

I.3 52.216-7 ALLOWABLE COST AND PAYMENT. (AUG 2018)

(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 30th 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 the 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) below, allowable indirect costs under this contract shall be obtained by applying indirect cost rates established in accordance with paragraph (d) below.
- (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 <https://www.whitehouse.gov/wp-content/uploads/2017/11/ContractorCompensationCapContractsAwardedBeforeJune24.pdf> and <https://www.whitehouse.gov/wp-content/uploads/2017/11/ContractorCompensationCapContractsAwardedafterJune24.pdf>.

(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.4 52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS. (OCT 2014)

(a) Definitions. See 13 CFR 125.6(e) for definitions of terms used in paragraph (d).

(b) *Evaluation preference.* (1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except-

(i) Offers from HUBZone small business concerns that have not waived the evaluation preference; and

(ii) Otherwise successful offers from small business concerns.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(3) When the two highest rated offerors are a HUBZone small business concern and a large business, and the evaluated offer of the HUBZone small business concern is equal to the evaluated offer of the large business after considering the price evaluation preference, award will be made to the HUBZone small business concern.

(c) *Waiver of evaluation preference.* A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraphs (d) and (e) of this clause do not apply if the offeror has waived the evaluation preference.

[] Offeror elects to waive the evaluation preference.

(d) *Agreement.* A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

(3) General construction. (i) At least 15 percent of the cost of contract performance to be incurred for personnel will be spent on the prime contractor's employees;

(ii) At least 50 percent of the cost of the contract performance to be incurred for personnel will be spent on the prime contractor's employees or on a combination of the prime contractor's employees and employees of HUBZone small business concern subcontractors;

(iii) No more than 50 percent of the cost of contract performance to be incurred for personnel will be subcontracted to concerns that are not HUBZone small business concerns; or

(4) Construction by special trade contractors. (i) At least 25 percent of the cost of contract performance to be incurred for personnel will be spent on the prime contractor's employees;

(ii) At least 50 percent of the cost of the contract performance to be incurred for personnel will be spent on the prime contractor's employees or on a combination of the prime contractor's employees and employees of HUBZone small business concern subcontractors;

(iii) No more than 50 percent of the cost of contract performance to be incurred for personnel will be subcontracted to concerns that are not HUBZone small business concerns.

(e) A HUBZone joint venture agrees that the aggregate of the HUBZone small business concerns to the joint venture, not each concern separately, will perform the applicable percentage of work requirements.

(f)(1) When the total value of the contract exceeds \$25,000, a HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business concern manufacturers.

(2) When the total value of the contract is equal to or less than \$25,000, a HUBZone small business concern nonmanufacturer may provide end items manufactured by other than a HUBZone small business concern manufacturer provided the end items are produced or manufactured in the United States.

(3) Paragraphs (f)(1) and (f)(2) of this section do not apply in connection with construction or service contracts.

(g) Notice. The HUBZone small business offeror acknowledges that a prospective HUBZone awardee must be a HUBZone small business concern at the time of award of this contract. The HUBZone offeror shall provide the Contracting Officer a copy of the notice required by 13 CFR 126.501 if material changes occur before contract award that could affect its HUBZone eligibility. If the apparently successful HUBZone offeror is not a HUBZone small business concern at the time of award of this contract, the Contracting Officer will proceed to award to the next otherwise successful HUBZone small business concern or other offeror.

(End of clause)

I.5 52.232-20 LIMITATION OF COST (APR 1984)

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

(b) The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that -

(1) The costs the Contractor expects to incur under this contract in the next 60 days, when added to all costs previously incurred, will exceed 75 percent of the estimated cost specified in the Schedule; or

(2) The total cost for the performance of this contract, exclusive of any fee, will be either greater or substantially less than had been previously estimated.

(c) As part of the notification, the Contractor shall provide the Contracting Officer a revised estimate of the total cost of performing this contract.

(d) Except as required by other provisions of this contract, specifically citing and stated to be an exception to this clause -

(1) The Government is not obligated to reimburse the Contractor for costs incurred in excess of (i) the estimated cost specified in the Schedule or, (ii) if this is a cost-sharing contract, the estimated cost to the Government specified in the Schedule; and

(2) The Contractor is not obligated to continue performance under this contract (including actions under the Termination clause of this contract) or otherwise incur costs in excess of the estimated cost specified in the Schedule, until the Contracting Officer (i) notifies the Contractor in writing that the estimated cost has been increased and (ii) provides a revised estimated total cost of performing this contract. If this is a cost-sharing contract, the increase shall be allocated in accordance with the formula specified in the Schedule.

(e) No notice, communication, or representation in any form other than that specified in subparagraph (d)(2) above, or from any person other than the Contracting Officer, shall affect this contract's estimated cost to the Government. In the absence of the specified notice, the Government is not obligated to reimburse the Contractor for any costs in excess of the estimated cost or, if this is a cost-sharing contract, for any costs in excess of the estimated cost to the Government specified in the Schedule, whether those excess costs were incurred during the course of the contract or as a result of termination.

(f) If the estimated cost specified in the Schedule is increased, any costs the Contractor incurs before the increase that are in excess of the previously estimated cost shall be allowable to the same extent as if incurred afterward, unless the Contracting Officer issues a termination or other notice directing that the increase is solely to cover termination or other specified expenses.

(g) Change orders shall not be considered an authorization to exceed the estimated cost to the Government specified in the Schedule, unless they contain a statement increasing the estimated cost.

(h) If this contract is terminated or the estimated cost is not increased, the Government and the Contractor shall negotiate an equitable distribution of all property produced or purchased under the contract, based upon the share of costs incurred by each.

(End of clause)

I.6 52.232-22 LIMITATION OF FUNDS. (APR 1984)

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

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

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

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

(e) If, after notification, additional funds are not allotted by the end of the period specified in the Schedule or another agreed-upon date, upon the Contractor's written request the Contracting Officer will terminate this contract on that date in accordance with the provisions of the Termination clause of this contract. If the Contractor estimates that the funds available will allow it to continue to discharge its obligations beyond that date, it may specify a later date in its request, and the Contracting Officer may terminate this contract on that later date.

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

and specifies an increased amount, which shall then constitute the total amount allotted by the Government to this contract.

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

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

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

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

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

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

(End of clause)

I.7 52.244-2 SUBCONTRACTS. (OCT 2010) - ALTERNATE I (JUN 2007)

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

Approved purchasing system means a Contractor's purchasing system that has been reviewed and approved in accordance with Part [44](#) of the Federal Acquisition Regulation (FAR).

Consent to subcontract means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

Subcontract means any contract, as defined in FAR Subpart [2.1](#), entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a

subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.

(c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that-

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds-

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

All Subcontracts

(e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting-

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason certified cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) If the Contractor has an approved purchasing system and consent is not required under paragraph (c) or (d) of this clause, the Contractor nevertheless shall notify the Contracting Officer reasonably in advance of entering into any (i) cost-plus-fixed-fee subcontract, or (ii) fixed-price subcontract that exceeds either the simplified acquisition threshold or 5 percent of the total estimated cost of this contract. The notification shall include the information required by paragraphs (e)(1)(i) through (e)(1)(iv) of this clause.

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute-

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations: N/A

SECTION J – List of Documents, Exhibits and Other Attachments

Attachment Number	Title	Date
1	Contractor Spending Plan	
2	SUBPART 2009.5 Organizational Conflict of Interest	
3	Billing Instructions for Cost Reimbursement Contracts	09/20/2018
4	Monthly Letter Status Report Instructions for Contracts and Orders	