

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i>				1. REQUISITION NUMBER See Schedule		PAGE OF 1 23	
2. CONTRACT NO.		3. AWARD/ EFFECTIVE DATE	4. ORDER NUMBER 31310018P0045		5. SOLICITATION NUMBER		6. SOLICITATION ISSUE DATE
7. FOR SOLICITATION INFORMATION CALL:		a. NAME MARK LOHRMANN		b. TELEPHONE NUMBER (No collect calls) 301-415-7963		8. OFFER DUE DATE/LOCAL TIME	
9. ISSUED BY US NRC - HQ ACQUISITION MANAGEMENT DIVISION MAIL STOP TWFN-07B20M WASHINGTON DC 20555-0001			CODE NRCHQ	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> EDWOSB NAICS: 541519 <input type="checkbox"/> 8(A) SIZE STANDARD: \$27.5			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS 30 30		<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING	
15. DELIVER TO NUCLEAR REGULATORY COMMISSION NUCLEAR REGULATORY COMMISSION WASHINGTON DC 20555-0001			CODE NRCHQ	16. ADMINISTERED BY US NRC - HQ ACQUISITION MANAGEMENT DIVISION MAIL STOP TWFN-8E06M WASHINGTON DC 20555-0001			
17a. CONTRACTOR/OFFEROR NORTHROP GRUMMAN SYSTEMS CORPORATION ATTN JACK SHIRLEY 7575 COLSHIRE DR MCLEAN VA 221027508		CODE 015247885	FACILITY CODE	18a. PAYMENT WILL BE MADE BY FISCAL ACCOUNTING PROGRAM ADMIN TRAINING GROUP AVERY STREET A3-G BUREAU OF THE FISCAL SERVICE PO BOX 1328 PARKERSBURG WV 26106-1328			
TELEPHONE NO.				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER							
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Purchase Order with FFP and T&M line items. Northrop Grumman Attachment 1 - Statement of Work Attachment 2 - Addendum T&C Attachment 3 - IPP Billing Instructions Period of Performance: 08/01/2018 to 07/31/2019 <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>						
25. ACCOUNTING AND APPROPRIATION DATA See schedule					26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$290,309.74		
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA				<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.			
<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA				<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.			
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.				<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 			
30b. NAME AND TITLE OF SIGNER (Type or print)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or print)		31c. DATE SIGNED	
				MARK S. LOHRMANN		07/27/2018	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

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

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (<i>Print</i>)
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE
	42b. RECEIVED AT (<i>Location</i>)
	42c. DATE REC'D (<i>YY/MM/DD</i>)
	42d. TOTAL CONTAINERS

SECTION B – SCHEDULE OF SUPPLIES OR SERVICES AND PRICE/COSTS

NRC LOCAL CLAUSES INCORPORATED BY FULL TEXT

NRCB10 BRIEF PROJECT TITLE AND WORK DESCRIPTION

(a) The title of this project is: Northrop Grumman AltaScan CardScan, Software, Maintenance & Support.

(b) Background: The Northrop Grumman AltaScan CardScan and software allows the agency to continue to provide Criminal History background checks for licensee staff who require these clearances prior to being granted access to licensee sites. The current contract expires on 7/31/2018 and needs to be extended to prevent any loss of service and degradation in the quality of IT support provided to the NRC and NRC licensee user communities.

(c) Objective: The objective of this acquisition is to purchase on a brand name only basis AltaScan Cardscan and related software. This purchase will be to extend the existing service which is provided under the NRC’s contract # NRC-HQ-10-17-P-0023 for a period of one base year and four option years.

(d) Price Schedule:

Base Year				
Firm Fixed Price (FFP)				
CLIN	Description	Qty	Unit Price	Fixed Price
00001a	AltaScan CardScan SW and Scanner Only Systems	1		
00001b	AltaScan CardScan SW Upgrade	1		
00001c	AltaScan SnF SW Upgrade	1		
00001d	AltaScan CardScan SW and Scanner Maintenance (5/1/2018-4/30/2019)	1		
00001e	AltaScan SnF SW Maintenance (5/1/2018-4/30/2019)	1		
00001f	Lapsed AltaScan SnF SW Maintenance (1 Year)	1		
00001 Total Base Year - Firm Fixed Price				\$ 86,429.53
Optional TIME & MATERIALS (T&M)				
CLIN	Description	Qty	Unit Price	Price
00002a	T&M Support ^{2,3} (8/1/2018-7/31/2019)	1		
00002b	Travel ^{2,4}	1		
00002c	Rap Back Consultation	1		
00002d	Travel ^{2,4} (Rap Back Consultation)	1		
00002 Total Base T&M Price				\$ 16,694.98
Base Year 1 Total - FFP and T&M				\$103,124.51

Option Year 1

Firm Fixed Price (FFP)

CLIN	Description	Qty	Unit Price	Fixed Price
10001a	AltaScan CardScan SW and Scanner Maintenance (8/1/2019-7/31/2020)	█	█ ████	██████
10001b	AltaScan SnF SW Maintenance (8/1/2019-7/31/2020)	█	██████	██████
10001 Total Option Year 1 - Firm Fixed Price				\$ 42,358.50

Optional TIME & MATERIALS (T&M)

CLIN	Description	Qty	Unit Price	Price
10002a	On-Site Support ^{2,3} (8/1/2019-7/31/2020)	█	██████	██████
10002b	Travel ^{2,4}	█	█ ████	█ ████
10002 Total Option Year 1 - T&M Price				\$ 3,165.14
Option Year 1 Total - FFP and T&M				\$ 45,523.64

Option Year 2

Firm Fixed Price (FFP)

CLIN	Description	Qty	Unit Price	Fixed Price
20001a	AltaScan CardScan SW and Scanner Maintenance (8/1/2020-7/31/2021)	█	██████	██████
20001b	AltaScan SnF SW Maintenance (8/1/2020-7/31/2021)	█	██████	██████
20001 Total Option Year 2 -Firm Fixed Price				\$ 42,446.59

Optional TIME & MATERIALS (T&M)

	Description	Qty	Unit Price	Price
20002a	On-Site Support ^{2,3} (8/1/2020-7/31/2021)	█	██████	██████
20002b	Travel ^{2,4}	█	█ ████	█ ████
20002 Total Option Year 2 - T&M Price				\$ 3,178.28
Option Year 2 Total - FFP and T&M				\$ 45,624.87

Option Year 3

Firm Fixed Price (FFP)

CLIN	Description	Qty	Unit Price	Fixed Price
30001a	AltaScan CardScan SW and Scanner Maintenance (8/1/2021-7/31/2022)	█	█	█
30001b	AltaScan SnF SW Maintenance (8/1/2021-7/31/2022)	█	█	█
30001 Total Option Year 3 - Firm Fixed Price				\$ 44,222.48

Optional TIME & MATERIALS (T&M)

CLIN	Description	Qty	Unit Price	Price
30002a	On-Site Support ^{2,3} (8/1/2021-7/31/2022)	█	█	█
30002b	Travel ^{2,4}	█	█	█
30002 Total Option Year 3 - T&M Price				\$ 3,313.52
Option Year 3 Total - FFP and T&M				\$ 47,536.00

Option Year 4

Firm Fixed Price (FFP)

CLIN	Description	Qty	Unit Price	Fixed Price
40001a	AltaScan CardScan SW and Scanner Maintenance (8/1/2022-7/31/2023)	█	█	█
40001b	AltaScan SnF SW Maintenance (8/1/2022-7/31/2023)	█	█	█
40001 Total Option Year 4 - Firm Fixed Price				\$ 45,121.52

Optional TIME & MATERIALS (T&M)

CLIN	Description	Qty	Unit Price	Price
40002a	On-Site Support ^{2,3} (8/1/2022-7/31/2023)	█	█	█
40002b	Travel ^{2,4}	█	█	█
40002 Total Option Year 4 - T&M Price				\$ 3,379.20
Option Year 4 Total - FFP and T&M				\$ 48,500.72

¹ actual hours may vary.

² T&M to be billed monthly as expended.

³ Two (2) hour minimum per trip applies to Rockville, MD site.

⁴ Travel costs shall be billed at actual costs incurred including burdens.

Total Base Year / CLINs 00001 & 00002:	<u>\$103,124.51</u>
Total Option Year 1 / CLINs 10001 & 10002:	<u>\$ 45,523.64</u>
Total Option Year 2 / CLIN 20001 & 20002:	<u>\$ 45,624.87</u>
Total Option Year 3 / CLIN 30001 & 30002:	<u>\$ 47,536.00</u>
Total Option Year 4 / CLIN 40001 & 40002:	<u>\$ 48,500.72</u>
Base and All Options Ceiling:	<u>\$290,309.74</u>

NRCF030 PERIOD OF PERFORMANCE (AUG 2011) ALTERNATE II (AUG 2011)

This contract shall commence on August 01, 2018 and will expire on July 31, 2019. The term of this contract may be extended at the option of the Government for 1 or more additional 12 month periods as follows:

Base Period: August 01, 2018 to July 31, 2019

Option Year 1: August 01, 2019 to July 31, 2020

Option Year 2: August 01, 2020 to July 31, 2021

Option Year 3: August 01, 2021 to July 31, 2022

Option Year 4: August 01, 2022 to July 31, 2023

(End of Clause)

NRCF010 PLACE OF DELIVERY

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

U.S. Nuclear Regulatory Commission

Contracting Officer's Representative (COR):

Name: Charles Watkins

Email: Charles.Watkins@nrc.gov

PH: 301-287-0754

NRC Storage & Distribution Facility

4934 Boiling Brook Parkway

Rockville, MD 20852

(End of Clause)

NRCB010A CONSIDERATION AND OBLIGATION

The total amount of this contract is \$103,124.51, and this amount is fully-funded.

(End of Clause)

NRCD10 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)

NRCD020 BRANDING

The Contractor is required to use the statement below in any publications, presentations, articles, products, or materials funded under this contract/order, to the extent practical, in order to provide NRC with recognition for its involvement in and contribution to the project. If the work performed is funded entirely with NRC funds, then the contractor must acknowledge that information in its documentation/presentation. Work Supported by the U.S. Nuclear Regulatory Commission (NRC), Office of Chief Information Officer, under Contract/order number 31310018P0045.

(End of Clause)

NRCG030 ELECTRONIC PAYMENT (DEC 2017)

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

To receive payment, the contractor shall prepare invoices in accordance with NRC's Billing Instructions. Claims shall be submitted through the Invoice Processing Platform (IPP) (<https://www.ipp.gov/>). Back up documentation shall be included as required by the NRC's Billing Instructions.

(End of Clause)

NRCG020 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>.

(End of Clause)

52.217-8 Option to Extend Services (Nov 1999)

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

(End of clause)

FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

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

(End of clause)

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

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

(End of Clause)

NRCAR CLAUSES INCOPORATED BY REFERENCE

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

2052.215-73 AWARD NOTIFICATION AND COMMITMENT OF PUBLIC FUNDS (OCT 1999)

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

NRCAR CLAUSES INCORPORATED BY FULL TEXT

2052.215-71 PROJECT OFFICER AUTHORITY. (OCT 1999) - ALTERNATE I (OCT 1999)

(a) The contracting officer's authorized representative (COR) for this contract is:

Name: Charles Watkins

Email: Charles.Watkins@nrc.gov

Phone: (301) 287-0754

(b) The COR shall:

(1) Place delivery orders for items required under this contract up to the amount obligated on the contract award document.

(2) Monitor contractor performance and recommend changes in requirements to the contracting officer.

(3) Inspect and accept products/services provided under the contract.

(4) Review all contractor invoices/vouchers requesting payment for products/services provided under the contract and make recommendations for approval, disapproval, or suspension.

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

(End of Clause)

52.212-4 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS. (JAN 2017)

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

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

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

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

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

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

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

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer-Other Than System for Award Management), or applicable agency procedures.

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

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

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

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

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

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

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

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

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

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

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

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

(D) Contractor point of contact.

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

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

at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

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

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

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

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

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

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

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

(A) The date fixed under this contract.

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

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

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

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

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

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

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

- (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
- (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

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

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

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

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

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

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

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

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

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

(t) *System for Award Management (SAM)* (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the SAM database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM database. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via SAM accessed through <https://www.acquisition.gov>.

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

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

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

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

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

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

(End of clause)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS. (JAN 2017)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).

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

(4) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEP 2006), with Alternate I (OCT 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

(2) 52.203-13, Contractor Code of Business Ethics and Conduct (OCT 2015) (41 U.S.C. 3509).

(3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

(4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (OCT 2016) (Pub. L. 109-282) (31 U.S.C. 6101 note).

(5) (Reserved)

(6) 52.204-14, Service Contract Reporting Requirements (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

(7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

(8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (OCT 2015) (31 U.S.C. 6101 note).

(9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (JUL 2013) (41 U.S.C. 2313).

(10) (Reserved)

(11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

(ii) Alternate I (NOV 2011) of 52.219-3.

(12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

(ii) Alternate I (JAN 2011) of 52.219-4.

(13) (Reserved)

(14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).

(ii) Alternate I (NOV 2011).

(iii) Alternate II (NOV 2011).

(15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUN 2003) (15 U.S.C. 644).

(ii) Alternate I (OCT 1995) of 52.219-7.

(iii) Alternate II (MAR 2004) of 52.219-7.

- (16) 52.219-8, Utilization of Small Business Concerns (NOV 2016) (15 U.S.C. 637(d)(2) and (3)).
- (17)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2017) (15 U.S.C. 637(d)(4)).
 - (ii) Alternate I (NOV 2016) of 52.219-9.
 - (iii) Alternate II (NOV 2016) of 52.219-9.
 - (iv) Alternate III (NOV 2016) of 52.219-9.
 - (v) Alternate IV (NOV 2016) of 52.219-9.
- (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).
- (19) 52.219-14, Limitations on Subcontracting (JAN 2017) (15 U.S.C. 637(a)(14)).
- (20) 52.219-16, Liquidated Damages-Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).
- (22) 52.219-28, Post Award Small Business Program Rerepresentation (JUL 2013) (15 U.S.C. 632(a)(2)).
- (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (DEC 2015) (15 U.S.C. 637(m)).
- (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (DEC 2015) (15 U.S.C. 637(m)).
- (25) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).
- (26) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (OCT 2016) (E.O. 13126).
- (27) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- (28) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).
- (29) 52.222-35, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).
- (30) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).
- (31) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).
- (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

(33)(i) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627).

(ii) *Alternate I* (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(34) 52.222-54, Employment Eligibility Verification (OCT 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

(35) (Removed)

Note to paragraph (b)(35): By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the **Federal Register** advising the public of the termination of the injunction.

(36) 52.222-60, Paycheck Transparency (Executive Order 13673) (OCT 2016).

(37)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

(ii) *Alternate I* (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

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

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

(40)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).

(ii) *Alternate I* (OCT 2015) of 52.223-13.

(41)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).

(ii) *Alternate I* (JUN 2014) of 52.223-14.

(42) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).

(43)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

(ii) *Alternate I* (JUN 2014) of 52.223-16.

(44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)

- (45) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).
- (46) 52.223-21, Foams (JUN 2016) (E.O. 13693).
- (47)(i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).
 - (ii) Alternate I (JAN 2017) of 52.224-3.
- (48) 52.225-1, Buy American-Supplies (MAY 2014) (41 U.S.C. chapter 83).
- (49)(i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (MAY 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
 - (ii) Alternate I (MAY 2014) of 52.225-3.
 - (iii) Alternate II (MAY 2014) of 52.225-3.
 - (iv) Alternate III (MAY 2014) of 52.225-3.
- (50) 52.225-5, Trade Agreements (OCT 2016) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- (51) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).
- (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).
- (55) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- (56) 52.232-30, Installment Payments for Commercial Items (JAN 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- (57) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (JUL 2013) (31 U.S.C. 3332).
- (58) 52.232-34, Payment by Electronic Funds Transfer - Other than System for Award Management (JUL 2013) (31 U.S.C. 3332).
- (59) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).
- (60) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(12)).

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

(62)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

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

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

(1) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495).

(2) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

(3) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

(4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

(5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

(6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (MAY 2014) (41 U.S.C. chapter 67).

(7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) (41 U.S.C. chapter 67).

(8) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015).

(9) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

(10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

(11) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008) (31 U.S.C. 5112(p)(1)).

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records - Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (OCT 2015) (41 U.S.C. 3509).

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.219-8, Utilization of Small Business Concerns (NOV 2016) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iv) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

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

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

(vii) 52.222-35, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).

(viii) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).

(ix) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).

(x) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(xi) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

(xii) [] (A) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627).

[] (B) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(xiii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (MAY 2014) (41 U.S.C. chapter 67).

(xiv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) (41 U.S.C. chapter 67).

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

(xvi) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015).

(xvii) (Removed)

Note to paragraph (e)(1)(xvii): By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the **Federal Register** advising the public of the termination of the injunction.

(xviii) 52.222-60, Paycheck Transparency (Executive Order 13673) (OCT 2016)).

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

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

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

(xxi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xxii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxiii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

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

(End of clause)

1 STATEMENT OF WORK

Northrop Grumman shall deliver AltaScan products and services, and provide Rap Back consultation support as defined in the following sections.

This effort consists of a base year period of 8/1/2018-7/31/2019 plus four (4) additional option year(s) through 7/31/23.

1.1 AltaScan Products and Services

Northrop Grumman shall deliver the following AltaScan products:

- a. Two (2) AltaScan CardScan System (SW and scanner only) v6.00
- b. Two (2) AltaScan CardScan System (SW only) upgrade(s) from v5.09 to v6.00
- c. Two (2) AltaScan Store n Forward (SnF) System (SW only) upgrade(s) from v6.04 to v7.02

The system(s) shall be built using the latest baseline AltaScan hardware and software configuration and will be installed at the NRC Rockville, MD facility. The system(s) shall be configured to operate on the Customer's network. The network and server identification information for the system(s) shall be configured in accordance with Customer specifications.

Northrop Grumman shall provide maintenance support (as called out in section 1.1.5) for the existing two (2) CardScan (SW and scanner only) and two (2) SnF (SW only) systems in place at the NRC.

New sale purchases shall be ordered in the base year period. Maintenance will continue for existing systems during the base year and additional option year(s).

1.1.1 AltaScan CardScan Software and Scanner Only Systems

1.1.1.1 Functionality

Northrop Grumman shall deliver the software and scanner components for two (2) AltaScan CardScan software system(s). The system(s) shall be integrated with the latest version of Northrop Grumman proprietary and commercial off-the-shelf (COTS) software necessary for processing civil transactions compliant with the FBI's Electronic Biometric Transmission Specification (EBTS) version 10.0.

Data Capture and Submission

The system shall be configured to capture, analyze, and submit data for civilian subject processing. The software shall allow for selection of the transaction type (TOT), card scanning of subject fingerprints and data entry of all data elements for the selected TOT. The resulting collected data shall be submitted as an EBTS formatted transaction to the Customer's local Store n Forward system. The software shall allow for the resubmission of any transaction in compliance with the EBTS. The workstation shall retain all submissions in a local archive for a period to be determined by the Customer and configured by Northrop Grumman.

Response Receipt and Printing

The system shall be configured to receive EBTS compliant responses. The AltaScan automated print capability shall be enabled on the system. The system shall retain all responses in a local archive for a period to be determined by the Customer and configured by Northrop Grumman.

AltaScan Software Changes

This AltaScan CardScan system configuration consists of software, including the scanner device, for installation on a Customer provided PC. The software configuration would be the current shipping version (v6.00) of the AltaScan CardScan application. The scanner is the Epson Perfection V800, which is the supported AltaScan scanner. This software has the following new features:

1. Encryption of archive files
2. New security groups (AltaScan users and AltaScan administrators) with Discretionary Access Controls applied to
 - a. AltaScan applications
 - b. AltaScan file directories
 - c. AltaScan scheduled tasks
3. Migration of configuration files to the registry
4. New AltaScan application to manage registry settings
5. New AltaScan application to manage encryption
6. Installation into standard Microsoft directories (i.e. Program Files)
7. Flexibility of installation directories

- a. Install directories and data directories can now be specified by the Customer
8. Directory layout of AltaScan application and data directories revised to allow for easier identification and management of files

1.1.1.2 CardScan Software and Scanner

Northrop Grumman shall provide the following software and scanner components required for each of the new AltaScan CardScan system(s). Northrop Grumman reserves the right to substitute a component with an equivalent one in form and function if a listed component is not available.

- Epson V800 Flatbed Photo scanner devices (USB)
- Gordano's GMS Mail software v20 with 25 user licenses
- Aware WSQ software
- Aware Sequence Check software
- AltaScan CardScan software

Northrop Grumman assumes the Customer will provide PCs running Windows 7 or Windows 10 64 bit operating systems. Northrop Grumman will work with the Customer to determine PC specifications.

1.1.1.3 Deliverables

Northrop Grumman shall deliver the following deliverables with each of the new AltaScan CardScan systems.

- The AltaScan CardScan User's Guide (softcopy)
- The AltaScan Encryption Manager User's Guide (softcopy)
- The AltaScan Configuration Manager User's Guide (softcopy)
- The AltaScan CardScan Installation and Configuration Manual (softcopy)
- An AltaScan Installation and Configuration DVD

1.1.2 AltaScan CardScan Software Upgrade

1.1.2.1 Functionality

Northrop Grumman shall deliver the latest AltaScan software baseline for two (2) existing AltaScan CardScan software system(s). Software upgrades do not include changes to the scanner or upgrades to embedded COTS products (e.g. Gordano and Aware). The existing COTS product licenses will still apply.

1.1.2.2 CardScan Software Upgrade

Northrop Grumman shall provide the following software required for each of the AltaScan CardScan system(s) upgrades. Northrop Grumman reserves the right to substitute a component with an equivalent one in form and function if a listed component is not available.

- AltaScan CardScan software

Northrop Grumman assumes the Customer will be installing the AltaScan CardScan upgrade software on a PC already configured and running as an AltaScan CardScan system. The existing systems(s) shall have valid Gordano and Aware software licenses.

1.1.2.3 Deliverables

Northrop Grumman shall deliver the following deliverables with each of the AltaScan CardScan system upgrade.

- The AltaScan CardScan User's Guide (softcopy)
- The AltaScan Encryption Manager User's Guide (softcopy)
- The AltaScan Configuration Manager User's Guide (softcopy)
- The AltaScan CardScan Installation and Configuration Manual (softcopy)
- An AltaScan Installation and Configuration DVD

1.1.3 AltaScan Store n Forward Software Upgrade

1.1.3.1 Functionality

Northrop Grumman shall deliver the latest AltaScan software baseline for two (2) existing AltaScan SnF software system(s). Software upgrades do not apply to embedded COTS products (e.g. Gordano and Aware). The existing COTS product licenses will still apply.

AltaScan Software Changes

This AltaScan SnF server upgrade provides the latest AltaScan software baseline (v7.02) for installation on an existing AltaScan SnF server. This does not include upgrades to embedded COTS products (e.g. Gordano). The existing COTS product licenses will still apply. This software has the following new features.

1. Encryption of archive files
2. Encryption of ODBC connection strings
3. New security groups (AltaScan users and AltaScan administrators) with Discretionary Access Controls applied to
 - a. AltaScan applications
 - b. AltaScan file directories
 - c. AltaScan scheduled tasks
 - d. AltaScan database access
4. Migration of configuration files to the registry
5. New AltaScan application to manage registry settings
6. New AltaScan application to manage encryption
7. Installation into standard Microsoft directories (i.e. Program Files)
8. Flexibility of installation directories
 - a. Install directories and data directories can now be specified by the Customer
 - b. The “d” drive is no longer required
9. Directory layout of AltaScan application and data directories revised to allow for easier identification and management of files

1.1.3.2 SnF Software Upgrade

Northrop Grumman shall provide the following software required for each of the AltaScan SnF system(s) upgrades. Northrop Grumman reserves the right to substitute a component with an equivalent one in form and function if a listed component is not available.

- AltaScan SnF software

Northrop Grumman assumes the Customer will be installing the AltaScan SnF upgrade software on a server already configured and running as an AltaScan SnF system. The existing systems(s) shall have valid Gordano and Aware software licenses.

1.1.3.3 Deliverables

Northrop Grumman shall deliver the following documentation with each of the AltaScan SnF system upgrade.

- The AltaScan Store n Forward System Administration Manual (softcopy)
- The AltaScan Store n Forward Data Dictionary (softcopy)
- The AltaScan Store n Forward CD Import User's Guide (softcopy)
- The AltaScan Manager Report User's Guide (softcopy)
- The AltaScan Rap Back Manager User's Guide (softcopy)
- The AltaScan Encryption Manager User's Guide (softcopy)
- The AltaScan Configuration Manager User's Guide (softcopy)
- The AltaScan Store n Forward Installation and Configuration Manual (softcopy)
- An AltaScan Installation and Configuration CD

1.1.4 Assumptions

1.1.4.1 General

The following assumptions have been made for the system and upgrade purchase(s) herein.

1. Software and documentation are provided on a DVD to the Customer.
2. Upgrade prices only include AltaScan baseline software, not embedded COTS software. Embedded COTS software for all systems does not need to be upgraded.
3. System prices do not reflect on-site installation support. On-site installation services may be procured as Time & Materials (T&M) hours, included as an option in the pricing below. Existing T&M contract hours may be used if available.
4. The Customer must have current AltaScan maintenance support for any system(s) being upgraded.
5. Telephone and remote help desk support for upgrades is provided under current system maintenance.

1.1.4.2 CardScan

The following assumptions have been made relative to the CardScan systems.

1. NRC will provide PCs for new CardScan purchases. They should be running Windows 7 or Windows 10 operating systems.
2. Cardscan SW and Scanner Only system purchase includes one (1) year of maintenance support.
3. Upgrades are applied to existing AltaScan CardScan PCs. Existing AltaScan software must already be installed on the designated system being upgraded.

1.1.4.3 SnF

The following assumptions have been made relative to the SnF systems.

1. Upgrades are applied to existing AltaScan SnF servers. Existing AltaScan software must already be installed on the designated system being upgraded.

1.1.5 AltaScan Annual Maintenance

Northrop Grumman will provide one (1) year(s) of standard AltaScan maintenance and help desk support in this contract for the two (2) additional new AltaScan CardScan system(s) installed at the Customer's Rockville, MD facility. Only hardware and software purchased under this proposal will be covered under maintenance. Systems being upgraded should already be covered under existing maintenance agreements and are not covered under this proposal.

Maintenance of the two (2) CardScan systems and two (2) SnF systems currently in place at the NRC will be performed as stated in this SOW. In addition, four (4) option year(s) are provided for maintenance support for all of the systems (four (4) CardScan and two (2) SnF).

Product maintenance should be continuous. If the Customer allows product maintenance to lapse, and subsequently orders such maintenance, a re-instatement charge will apply for the lapsed maintenance time period, in addition to the future maintenance ordered. Northrop Grumman reserves the right to refuse to reinstate maintenance in the case of a maintenance discontinuity.

Currently, NRC has one (1) year of lapsed SnF maintenance for the backup/test system. In order to continue maintenance on this system, one year of lapsed maintenance has been included in the pricing.

Standard Help Line:

Standard Helpline support shall be from the Northrop Grumman's site and during the hours of 8:00 AM to 5:00 PM EST, Monday through Friday not including Government and Northrop Grumman official holidays. AltaScan Help Line can be reached at (703) 883-8367 or via email at: altascanhelp@ngc.com.

The AltaScan Help Line is responsible for fielding AltaScan calls. Once a call is received by Northrop Grumman, a technical representative shall be assigned the call and will contact the Customer within four (4) hours of the time the call originated. Northrop Grumman's technical staff will make every attempt to resolve any issue within 4 hours of the initial call.

As part of the callback process, a Northrop Grumman technical representative will ask the Customer a set of standard questions. These questions have been developed by the Help Line staff to assist in identifying and resolving the problem quickly. Information collected during the callback process is saved in a database and used as a reference for related calls in the future and for statistical purposes to track call activities. Northrop Grumman's technical staff will make every attempt to resolve any issue within 4 hours of the initial call. If the problem cannot be resolved within 24 hours, Northrop Grumman shall provide periodic updates via email regarding the status of the issue.

Standard Maintenance:

Northrop Grumman will provide hardware (i.e. scanner) and software maintenance via remote troubleshooting whenever possible. Remote maintenance includes the following activities: diagnostics using system and application logs (emailed by Customer), telephone assistance (via the AltaScan Help Line), technical guidance, product updates (as necessary – does not include COTS updates), and product bug reporting and fixes.

Northrop Grumman will replace any hardware component or part purchased with the Tech Refresh thereof determined to be functioning improperly. If the failed component can be "hot" swapped and the AltaScan system does not require reload/reinstallation of the operating system (OS) or application software, Northrop Grumman will ship the replacement part to the Customer for installation. In all other cases, the replacement part shall be installed by a Northrop Grumman representative either through Depot service or on-site maintenance.

Northrop Grumman proprietary software updates are provided at the sole discretion of Northrop Grumman on an as-needed basis. These updates are made available primarily as a result of software security enhancements or bug fixes. All software updates shall be sent via email, if appropriate, and

media (e.g. CD, DVD, etc.) and shall contain instructions for installation by the Customer. Additional assistance for software updates may be obtained through the AltaScan Help Line.

Depot Service:

After Northrop Grumman's technical staff assigned to the Help Line determines that the problem identified during the callback process cannot be solved over the phone or remotely, the Customer shall ship, at their cost, the system, or part thereof, determined to be an issue to Northrop Grumman's Virginia location for depot service. While in depot service, Northrop Grumman will provide periodic updates via email regarding the status of the issue. Once the issue is resolved, Northrop Grumman will ship the system, or part thereof, back to the Customer. Customer shall pay return shipping expenses.

On-Site Maintenance:

After Northrop Grumman's technical staff assigned to the Help Line determines that the problem identified during the callback process cannot be solved over the phone or remotely, and both Northrop Grumman and Customer agree that depot service is not an option, a technical representative will travel to the Customer's location to perform on-site problem identification and resolution. With Customer consent, Northrop Grumman will determine whether to resolve the issue on-site or ship the system, or part thereof, to Northrop Grumman's site for depot service.

On-Site Maintenance services shall be invoiced as incurred on a T&M basis at the standard hourly rate. Travel will be billed at cost with applicable burdens and labor at the standard hourly rate. Depot services resulting from on-site maintenance are covered as part of Standard Help Line Support and Maintenance.

1.1.6 Installation

Installation for new systems and upgrades shall be performed during a three (3) day period including travel. During the installation process, a Northrop Grumman engineer shall perform the following steps.

1. Install all AltaScan software
2. Configure the system(s) to Customer specifications
 - a. Update the configuration as necessary
3. Test the functionality of the software
4. Perform a test of the software

Northrop Grumman shall perform testing at the time of installation to verify compliance with requirements, demonstrate functionality, and verify the operational configuration. Testing is part of the installation and acceptance process. Testing of the installed AltaScan software shall be conducted in accordance with the Northrop Grumman's test procedures. The Customer shall provide access to a workstation for use in testing, shall make necessary staff resources available for testing (e.g. testers, network administrators, etc.), and shall coordinate any necessary communication with the FBI.

Upon completion of a Customer witnessed successful test of the AltaScan software with a transaction, acceptance of the AltaScan software will be immediately granted in writing by the Customer.

1.1.7 T&M Support

On-site support is available for AltaScan technicians to be on-site at the NRC facility to provide AltaScan specific support to NRC for installation and maintenance. On-site support is billed under T&M rates. We have assumed 12 hours for new system installation(s), 12 hour(s) for system upgrade(s), and 16 hour(s) of on-site maintenance support.

In total, three (3) on-site trips are estimated for AltaScan new systems installation, software upgrades, and two (2) trips for on-site maintenance support.

AltaScan installation support, whether performed on-site or remotely, will be billed under T&M rates.

Please see the T&M Labor Hours and Travel sections below for more information about T&M support and travel usage and pricing.

1.1.8 Delivery

Delivery and installation will be coordinated with the Customer. However, due to procurement lead-times, delivery of system(s) will be 60-90 days after contract award.

1.2 AltaScan Rap Back Support

Northrop Grumman shall work as directed to assist in the implementation of Rap Back using the existing AltaScan Store n Forward (SnF) and workstation (CardScan and/or LiveScan) software baselines. Support will be a combination of on-site and remote support (e.g. conference calls, teleconferences, etc.). To clarify, Northrop Grumman shall:

- a. Provide consultation on Rap Back implementation with the FBI
- b. Provide consultation on how to configure and use Rap Back with the existing AltaScan SnF software baseline
- c. Provide consultation on how to configure and use Rap Back with the existing AltaScan workstation (CardScan and/or LiveScan) software baseline

Rap Back support shall be implemented in the base year period only. No Rap Back support is assumed for the additional option year(s). If additional Rap Back support is required in either the base year or option year(s), additional support can be procured.

1.2.1 Rap Back Consultation

1.2.1.1 Support for FBI Implementation

AltaScan personnel shall be available as necessary (within the scope of this proposal) to provide consultation and support to discuss implementation with the FBI.

1.2.1.2 AltaScan Store n Forward Configuration

AltaScan personnel shall be available as necessary (within the scope of this proposal) to provide support on how to configure and use the existing software Rap Back capabilities available on the SnF. This includes:

- Discussing usage of the capabilities of the existing software baseline
- o Receiving and processing Ten-Print with Rap Back and Rap Back transactions
- o Receiving and processing Rap Back notifications
- o Monitoring and managing Rap Back subscriptions and notifications
- Configuring the Rap Back Manager application
- o Notification redirection handling
- o Rap Back database and archive purge settings
- o Submission creation screens per Customer requirements
- Provide training on the Rap Back functionality provided in the existing software baseline

1.2.1.3 AltaScan Workstation Configuration

AltaScan personnel shall be available as necessary (within the scope of this proposal) to provide support on how to configure and use the existing software Rap Back capabilities available on the workstation (CardScan and/or LiveScan). This includes:

- Discussing usage of the capabilities of the existing software baseline
- o Additional Rap Back fields on existing Ten-Print transaction types
- Configuring the AltaScan submission creation screens per Customer requirements
- Providing training on the Rap Back functionality provided in the existing software baseline

1.2.1.4 T&M Support

Northrop Grumman personnel will provide on-site or remote support for the following:

- a. Attend consultation meetings (as long as hours and travel funds remain)
- b. Configure the AltaScan SnF for Rap Back processing per Customer requirements
- c. Configure the AltaScan workstation (CardScan and/or LiveScan) for Rap Back processing per Customer requirements
- d. Train NRC staff on how to properly utilize the available Rap Back capabilities on the SnF
- e. Train NRC staff on how to properly utilize the available Rap Back capabilities on the workstation (CardScan and/or LiveScan)

NG assumed forty (40) hours of labor and five (5) on-site trips for Rap Back consultation support.

Please see the T&M Labor Hours and Travel sections below for more information about on-site support and travel usage and pricing.

1.2.2 Delivery

Consultation and support meetings will be coordinated with the NRC.

1.3 T&M Labor Hours

Labor proposed is on a T&M basis. The labor hours priced are provided as not to exceed hours for the work described in Section 1 (SOW) of this proposal. Northrop Grumman will charge the Customer for

actual hours worked, which may be less than proposed. However, should the Customer change the requirements (and therefore the scope of the work), Northrop Grumman reserves the right to re-evaluate the proposed hours and renegotiate the effort based upon the new or modified requirements.

1.4 Travel

Travel costs, when incurred, shall be billed at actual costs incurred, including burdens. Examples of billed local travel costs include, but are not limited to:

- Gas/mileage costs
- Metro fare
- Parking fees

Travel time is billable at the T&M rate. Travel is assumed to be by Metro between the Northrop Grumman facility in McLean, VA and the NRC facility in Rockville, MD.

1 TERM AND CONDITIONS

1.1 Reserved

1.2 **Disclaimer and Limitation of Liability.** The parties agree that the deliverables will be based on this SOW as agreed to by the Parties. Notwithstanding any other provision of this Agreement, the cumulative liability of Northrop Grumman to the Customer regardless of the form of action for all claims whatsoever related to this Agreement, including, but not limited to, any cause of action sounding in contract, tort, or strict liability, shall not exceed the total amount of all fees paid to Northrop Grumman by Customer under the purchase order from where the claim arose under this Agreement. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, EXEMPLARY, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES OR LOSS OF PROFITS, DATA LOSS, INTERRUPTION OF BUSINESS EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

1.3 **WARRANTY. EXCEPT FOR THOSE EXPRESSLY PROVIDED HEREIN, NORTHROP GRUMMAN MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE OR FITNESS FOR A PARTICULAR PURPOSE.**

1.4 **Disclosure/Confidentiality.** During the performance of this Agreement, the parties may exchange information regarding the policies, procedures, systems, methodologies, costs, or other information identified as proprietary or confidential each of which is designated by the disclosing party, in writing or by appropriate stamp or legend, to be confidential ("Confidential Information"). Oral information that is confidential will be stated as such at the time of disclosure and summarized in writing to the other party within thirty (30) days of disclosure. The receiving party agrees to keep in confidence such Confidential Information and prevent any disclosure to any unauthorized person or persons within or outside their respective organizations for a period of two (2) years from the termination of this Agreement. Confidential Information shall not include information which: (a) is already known to the receiving party at the time of disclosure; (b) becomes part of the public domain through no act or omission of the receiving party; (c) is lawfully disclosed to the receiving party by a third party without restriction on disclosure; (d) is independently developed by the receiving party; (e) is lawfully required to be disclosed to any governmental agency or is otherwise required to be disclosed by law provided the disclosing party has notice and opportunity to object.

1.5 Reserved

1.6 **Intellectual Property.** Northrop Grumman will retain sole right, title and interest in any intellectual property or data, methodologies, software, information and technical documentation that it previously owned prior to the execution of this Agreement and that is modified under this Agreement. Any templates, questionnaires, methodology, descriptions and other forms developed by Northrop Grumman under this Agreement shall be owned by Northrop Grumman. No title or

ownership of these materials is hereby transmitted to Customer. To the extent any of Northrop Grumman's owned material is incorporated in any deliverables, Northrop Grumman grants to Customer a license to use said materials for Customer's internal purposes only. Customer shall execute any documents necessary to provide Northrop Grumman with the stated ownership.

- 1.7 **Force Majeure.** Neither party shall be held responsible for any delay or failure in performance of this Agreement to the extent that such delay or failure is caused by fire, flood, explosion, war, strike, embargo, civil or military authority, act of god, act or omission of carriers or similar cases beyond the other party's control ("force majeure conditions"). If any force majeure condition occurs, the party delayed or unable to perform shall give immediate notice to the other party.
- 1.8 **Changes.** The parties may, at any time by mutual agreement, by a written order, make changes within the general scope of this Agreement. If any change causes an increase or decrease in the price of, or the time required for the performance of any part of the work under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement modified accordingly. Either party retains the right to refuse any change.
- 1.9 **Reserved.**
- 1.10 **Non-Hire.** Both Parties agree not to solicit or hire, directly or indirectly, any employee of the other Party for employment by any entity without the permission of the other Party during, and for a period of one (1) year after termination of, the term of this Contract.
- 1.11 **Other:**
 - a. Reserved
 - b. Reserved
 - c. Neither Party shall assign or transfer any of its rights or obligations hereunder in whole or part without the prior written consent of the other Party, except to another U.S. corporate division or affiliate of the Party, so long as sufficient assets, personnel and other resources necessary to perform the obligations hereunder remain available. Any consent required under this clause shall not be unreasonably withheld.
 - d. Any Northrop Grumman commitment under any non-solicitation provision, exclusivity provisions or most-favored pricing commitment shall be limited in application to Northrop Grumman's Cyber and Intelligence Global Mission Systems Operating Unit.

Version Control Date: July 5, 2017

Purchase Order No. 31310018P0045

**IPP (Invoice Processing Platform) BILLING INSTRUCTIONS FOR
FIXED-PRICE TYPE CONTRACTS (JULY 2017)**

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

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

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

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

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

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

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

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

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

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

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

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

Version Control Date: July 5, 2017

NNG15SC89B NRC Order No. 31310018F0024

**IPP (Invoice Processing Platform) BILLING INSTRUCTIONS FOR
FIXED-PRICE TYPE CONTRACTS (JULY 2017)**

Does my company need to register in IPP?

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

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

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

What type of is training provided?

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

How do I receive assistance with IPP?

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

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