

1. CONTRACT NO. **NRC-02-82-033** 2. FISCAL YEAR **RS-NMS-82-033** 4. CERTIFIED FOR FEDERAL ACQUISITION REG. 2 AND FOR DIS. REG. 1 RATING

5. ISSUED BY **U.S. Nuclear Regulatory Commission**
Division of Contracts
Washington, DC 20555 6. ADMINISTERED BY **(If other than block 5)** 7. DELIVERY FOR DEST. NATION OTHER (See below)

8. CONTRACTOR NAME AND ADDRESS **NUSAC, Inc.**
1850 Samuel Morse Drive
Reston, VA 22090 9. DISCOUNT FOR PROMPT PAYMENT **Net 30 Days**
 10. SUBMIT INVOICES (4 copies unless otherwise specified) TO ADDRESS SHOWN IN BLOCK 12 and as further cited in **Article III.B**

11. SHIP TO/MARK FOR **U.S. Nuclear Regulatory Commission**
Dr. M. Messinger, NMSS
Washington, DC 20555 12. PAYMENT WILL BE MADE BY **U.S. Nuclear Regulatory Commission**
Office of Resource Management
Division of Accounting and Finance
Washington, DC 20555 **ATTN: Gov/Comm Accounts**

13. THIS PROCUREMENT WAS ADVERTISED, NEGOTIATED, PURSUANT TO: 10 U.S.C. 2304 (a)(1) 41 U.S.C. 252 (a)(1)(D)

14. ACCOUNTING AND APPROPRIATION DATA **50-19-02-02-1 B-7347-2** Amount obligated by this action: **\$36,603.00**

15 ITEM NO.	16 SUPPLIES/SERVICES	17 QUANTITY	18 UNIT	19 UNIT PRICE	20 AMOUNT
	The Contractor shall develop a simple computerized material accounting data storage/analysis system as stipulated in Article I, "Statement of Work" and in accordance with all terms and conditions stated herein.			Estimated Costs	\$33,735.00
				Fixed Fee	2,868.00
				Total Estimated Costs	\$36,603.00
	"Development of a Material Accounting Data Storage/Analysis System"				
	(Fully Funded Cost-Plus-Fixed Fee Contract)				

21. TOTAL AMOUNT OF CONTRACT \$ **36,603.00**

CONTRACTING OFFICER WILL COMPLETE BLOCK 22 OR 26 AS APPLICABLE

22. CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 3 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.)
 26. AWARD (Contractor is not required to sign this document.) Your offer 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 offer, and (b) this award/contract. No further contractual document is necessary.

23. NAME OF CONTRACTOR BY **(Signature of person authorized to sign)** 27. UNITED STATES OF AMERICA BY **(Signature of Contracting Officer)**

24. NAME AND TITLE OF SIGNER (Type or print) **VIS PRESIDENT** 25. DATE SIGNED **8/10/82** 28. NAME OF CONTRACTING OFFICER (Type or print) **M. J. Mattia** 29. DATE SIGNED **8/10/82**

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3. ScheduleARTICLE I - STATEMENT OF WORKA. OBJECTIVE:

The purpose of this work is to develop for the NRC, utilizing the NIH computer facility in conjunction with NRC based hardware, a simple computerized material accounting data storage/analysis system. This system will be used by Division of Safeguards to establish and maintain a current data base for selected licensees and will utilize standard statistical packages routinely maintained by NIH computer system to perform statistical analysis of that data.

B. BACKGROUND:

As a result of a prior NRC effort, the Automated Material Accounting Statistics System (AMASS) which permits time series analysis of multi-period inventory data has been developed. For unclassified work, the AMASS computer code as well as AMASS Material Accounting data sets for several nuclear material fuel cycle licensees is presently stored on the NIH computer system. In addition, to handle classified data, AMASS has also been established and made operational on the Oak Ridge computer facility. A complementary effort is currently ongoing to apply this new methodology to the ID and SRD evaluation of seven

licensed nuclear fuel cycle facilities in FY 81 and FY 82. One result of this later effort is the collection of a considerable amount of facility material accounting data which needs to be coded into AMASS material accounting data sets. This data consists of receipts, shipments, beginning inventory composition and ending inventory composition, collected in a strata format consistent with the required input to the AMASS program. Also, collected as part of the ID/SRD evaluation program are measurement system variance data and specific identified non-measurement contributors to ID and SRD. The AMASS methodology is applied to this data in order to ascertain the total variance of ID, including both measurement and non-measurement contributors, the variance of shipper/receiver difference, and multi-period ID covariance. For each facility evaluated, the ID/SRD evaluation effort serves to establish an initial material accounting data base extending back over an appropriate time frame and to perform an initial in depth ID and SRD evaluation. An effort is needed to develop a simple operational data analysis capability using a system that will permit the storage and retrieval of this material accounting data and to permit NRC to, in a routine operational manner, update the data base and perform subsequent ID/SRD analysis. As additional inventory data becomes available, it will therefore be necessary for the NRC to acquire appropriate computer equipment to be used in conjunction with the NIH computer facility, reprogram the AMASS methodology, and establish the initial material accounting data base. In addition to the ID and SRD variance and co-variance calculations provided by the AMASS

methodology, the data storage/analysis system will be required to perform other analysis capabilities including simple data organization and presentation in terms of tables and graphs, regression and correlation analysis, tests of hypothesis, ANOVA, and other statistical significance tests. It is anticipated that this can be accomplished by utilizing several of the standard statistical packages and mathematical programs, e.g., SAS, BPMD, SPSS, maintained on the NIH computer system.

When operational, this system will enable the NRC to routinely monitor and update ID related material accounting data and perform, on a routine systematic basis, an independent analysis of facility ID performance in order to identify ID anomalies which may warrant further NRC investigation. The system will permit an independent verification of the LEID, identification of the major contributors to LEID, permit sensitivity analysis studies, investigate the significance of non-measurement contributors to the variance of ID, and through the use of other statistical analysis, such as regression, the system will aid in the identification of possible causal relationships which may lead to recommendations for the licensee improvements or regulatory change.

The work required of the contractor is to develop a simple material accounting data storage/analysis system to permit NRC to perform routine systematic analysis of ID related material accounting data.

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This system will utilize the NIH computer facility to implement AMASS by using NIH WYLBUR software for AMASS file generation, storage, and modification, and draw upon NIH statistical packages for data analysis. This data management system will be used to establish, maintain and continually update a data base on LEID/ID related material accounting data for selected nuclear fuel cycle licensees. The necessary equipment to be used in conjunction with the NIH computer facility may entail the purchase, rental or lease of a small in-house mini-computer, employing floppy disk storage or may simply require acquisition or the use of a remote terminal by the NRC. This effort entails determination of system requirements, recommendation of the mini-computer (or terminal) and other peripheral equipment, establishing AMASS on the system, coupling AMASS with NIH statistical analysis packages maintained on the NIH computer, development and implementation of a data management and presentation system to meet user specifications, defining the user interface, providing user orientation and documentation, and establishing the initial AMASS data base. For the selected licensees, data maintained on the system will consist, for every inventory, of material strata quantities, reported ID values, the measurement system error structure and measurement error estimates, and non-measurement contributors to ID.

C. WORK REQUIRED:

To accomplish this objective, the contractor shall provide the services, material, and personnel to accomplish the following tasks:

Phase 1 - System Specification and Design

Task 1 - The contractor shall review the following documentation as background for developing the data storage analysis system:

- a. The AMASS methodology and non-classified data currently gathered as a result of the ID/SRD evaluation effort.
- b. Current NIH AMASS files and the procedures presently used in the running of AMASS (e.g., data input, computations, output reports, etc.).
- c. NIH operating procedures and user limitations (e.g., disk file space, core limits, data file migration, job priority, etc.). In particular, determine the availability and procedures for obtaining dedicated equipment (e.g., disk packs).
- d. NIH WYLBUR procedures, emphasizing in particular those procedures pertaining to data set creation, data set manipulation and remote job entry.
- e. NIH maintained statistical packages and mathematical programs with emphasis on job control language (JCL) needed to run the package, statement specifications needed to exercise specific statistical analysis programs, input data structure requirements, and output reports. The specific packages of interest are: BMDP, SAS, SPSS, DCRT Mathematical and Statistical Manual, and NIH integrated Plotting package. The purpose of this review is to determine data format transportation requirements needed to input AMASS data sets and to determine software requirements to facilitate utilizing NIH statistical analysis packages. Specific statistical analysis programs of interest include but are not limited to regression and correlation, hypothesis testing and NOVA.

Subsequent to the Completion of Task 2, the contractor shall submit a report to the NRC Project Officer which documents all the results of Tasks 1 and 2. The report shall also describe in detail the recommended storage/analysis system including the description and cost of all equipment which must be purchased, rented, or leased, and all software modules. A technical progress meeting shall follow the completion of this task during which the task report will be reviewed and specific guidance will be furnished by the Project Officer to the contractor before work on the remaining tasks commences.

Phase II -

d. Option to Extend Period of Performance and Statement of Work (Tasks 3 through 7)

Upon receipt of the Task 2 report, the NRC shall review the results of Tasks 1 and 2 to determine if the contract shall be terminated at that time or continued through completion of Phase II (tasks 3 through 7). NRC shall inform the contractor of the results of this review within 30 days after receipt of the report. If the option is deemed to be beneficial, the contractor shall be requested to provide a cost proposal within 14 days after notification from the Government. Should the Government exercise the option hereunder, all contractual terms and conditions shall apply during the option period.

The contractor shall not commence any effort or incur any costs associated with the system implementation phase of this contract until the required computer equipment has been leased or purchased and installed by the NRC, arrangements have been made for the NIH dedicated equipment by the NRC and a modification exercising said option has been executed by both parties. It is estimated that the NRC Contracting Officer shall issue, if appropriate, a contract modification within 120 days after receipt of the Task 2 report.

Phase II - System Implementation

Task 3 - Using the results of Tasks 1 and 2, the contractor shall develop all software required to support the data storage/analysis system.

Specifically, the contractor shall:

- a. Restructure the AMASS code to efficiently utilize NIH computer memory in order to accommodate MC&A data from all nuclear fuel cycle facilities which are licensed at the time of contract award.
- b. Establish AMASS program modifications and software to facilitate use of the NIH statistical methodology; and,
- c. Develop data management and data output software.

All Fortran programs shall be written in ANSI FORTRAN X3.9-1978.

Task 4 - The contractor shall integrate all software and hardware to achieve operational status and demonstrate operational capability. This demonstration of operational capability shall include:

- a. Validation of the resident version of AMASS methodology against the present NIH version by using the three-period example that was used to validate the original NIH program.
- b. Validation of all software to facilitate utilizing NIH statistical packages by using appropriate test cases developed by the contractor and approved by the NRC Project Officer.
- c. Demonstration of all data management and data output functions using test cases developed by the contractor to completely exercise all system options and approved by the NRC Project Officer.

Task 5 - The contractor shall develop a user/analyst manual to enable a user to understand and develop a capability of utilizing all aspects of the system, and a systems manual to document all aspects of the system and support system maintenance, trouble shooting and future system modifications. All documentation shall be consistent with ANSI Standard N-413, "Guidance for the Documentation of Digital Computer Programs".

Task 6 - At the completion of task 5, the contractor shall develop and conduct a one day seminar for approximately fifteen (15) people to provide orientation for potential users in the use and capabilities of the system. This seminar shall be held at a location at the NRC Headquarter specified by the Project Officer. Details of the

course and briefing, as well as all course and briefing materials; shall be developed by the contractor and submitted to the Project Officer for comments two weeks prior to presentation of the course. The comments and subsequent approval will be provided to the Contractor within one week of presentation of the course.

Task 7 - The contractor shall enter and verify the available material accounting data that has been obtained from the results of the Inventory Difference/Shipper Receiver Difference (ID/SRD) evaluation effort. An appropriate security clearance for all contractor personnel engaged in this effort and for the contractor's facility will be required before commencing with this task.

D. REPORTING REQUIREMENTS:

1. Monthly Progress Reports

Each month, the contractor shall submit six (6) copies of a letter report (progress report) which summarizes: (1) the technical work performed during the previous month; (2) the personnel assigned and their time expenditures to each task during the previous month; and (3) costs listed separately for each task (a) during the previous month; (b) cumulative to date (fiscal year and total); and (4) projection by month to completion of the work effort for the current fiscal year; and (5) Preliminary results, conclusions and recommendations developed during the work of the previous month. The first monthly status report shall provide the cost projection and detailed schedule of work for each task. Subsequent reports shall either indicate revised projections or indicate "no change in the cost or schedule of projections".

Monthly progress reports shall also include items such as activities in progress or completed, key milestones achieved, anticipated problem areas and their effects on other activities

and project schedule, proposed solutions to the problems, and meetings held or attended. These reports shall be received by the Project Officer no later than the 15th of each month and distribution shall be as follows:

Project Officer: 2 copies

Office of the Director, ONMSS (Attn: Program Support): 1 copy

Ms. Mary Jo Mattia, Contracting Officer: 1 copy

Mr. R.J. Smith: 1 copy

Mr. L.J. Evans, Branch Chief, Fuel Facility Safeguard Licensing Branch: 1 copy

2. Task 2 Report

Five copies of a draft report detailing the requirements and alternatives for the data storage/analysis system and outlining in detail the recommended system architecture, both hardware and software, required under Task 2 shall be submitted to the NRC Project Officer for review and comment. NRC review will be completed and comments provided to the contractor within 30 days of receipt of the draft report. Within 15 days after receipt of NRC comments, a task report which incorporates all comments shall be submitted in final form.

3. Tasks 3 and 4 Deliverables

Upon completion of Task 4, the contractor shall implement the computer software on the computer equipment made available to the contractor.

4. Users/Analyst and Systems Manual

Upon completion of Task 5, the contractor shall submit a users/ analyst manual and a systems manual. The manuals shall be submitted in draft form. The NRC Project Officer shall provide written comments to the contractor for inclusion into the final reports within 30 days after receipt of the draft. Based on these comments, the contractor shall revise the draft and shall submit the final report to the NRC no latter than 15 days after receipt of the Project Officer's comments.

5. Within 15 days of completion of Task 5, the contractor shall conduct a one day seminar as stipulated in Task 6.
6. Upon completion of Task 7, the contractor shall submit the following deliverables:
 - a. A machine readable back-up copy of the initial data base.
 - b. A machine readable back-up copy of all system software developed throughout the contract.
 - c. A letter report documenting the operational capability of the system and accuracy of the initial data base which includes the validation criteria as set forth in Task 4 shall be submitted at the completion of Task 7.

E. DISTRIBUTION OF REPORTS AND MANUALS

Distribution of all letter, draft, and final reports and manuals shall be made as follows:

a. Draft Reports:

Project Officer: 5 copies

b. Final Reports:

Project Officer: 10 copies

Offices of the Director, ONMSS (Attn: Program Support) 1 copy

Ms. Mary Jo Mattia, Contract Officer: 1 copy

Mr. L.J. Evans, Branch Chief, Fuel Facility Safeguard Licensing Branch: 1 copy

Also, an unbound camera ready copy of the users/analyst manual, system manual, and final reports suitable for further NRC reproduction shall be provided to the NRC Project Officer.

All final reports shall be prepared in accordance with the format requirements set forth in Manual Chapter 3202, a copy of which is attached.

F. SCHEDULING

The following summarizes project milestones and deliverables products:

Milestones and ProductsSchedule

- | <u>Milestones and Products</u> | <u>Schedule</u> |
|---|------------------------|
| 1. Initiation of Contract | Day 1 (Contract Award) |
| 2. Contract initiation meeting | Day 5 |
| 3. Submittal of Task 2 Draft Report | Day 45 |
| 4. Meeting with Project Officer to discuss
results of Tasks 1 and 2 | Day 60 |
| 5. Contractor receives comments on draft
Task 2 Report | Day 75 |
| 6. Submittal of Task 2 Final Report | Day 90 |
| 7. Decision made by NRC to commence with Phase II | Day 120 |
| 8. Submittal of cost proposal for Phase II by
Contractor | Day 134 |
| 9. Modification execution for Phase II | Day 210 |
| 10. Submittal of Draft Users/Analyst and Systems
Manual | Day 270 |
| 11. Contractor receives NRC comments on draft
Users/Analyst and Systems Manual | Day 285 |
| 12. Submittal of Final Users/Analyst and Systems Manual | Day 300 |
| 13. Conduct Training Seminar | Within 301 - 306 Days |
| 14. Submittal of all computer documentation
for Task 7 and Letter Report which documents
its operational capability | Day 315 |

G. MEETINGS AND TRAVEL

The contractor shall be required to attend the following meetings:

1. The contract initiation meeting shall be held at the NRC Offices in Silver Spring, Maryland within one week after award of the contract to discuss technical details related to performance of the tasks.
2. The contractor shall assume that twelve (12) additional two day meetings for two contractor representatives are required at the NRC offices in Silver Spring, Maryland, to discuss technical progress under the tasks or related to management level review of all work in progress. Since it is not possible to designate the exact number of meetings required, this number is for estimating purposes only. The actual sites of meetings shall be designated by the NRC Project Officer.

H. GOVERNMENT FURNISHED MATERIAL

The contractor shall be provided with the following materials/facilities in accomplishment of any resultant contract:

1. Documentation of the AMASS methodology and user documentation for the NIH computer system:
 1. AMASS Methodology Report
 2. AMASS Systems Manual
 3. AMASS Users Manual

2. All regulatory documentation deemed necessary by the Project Officer.
3. Licensee materials accounting data available from the ID/SRD effort at the time of contract award. Subsequent to the initiation of Task 7, the contractor shall receive any further data acquired as a result of the effort.
4. Access to NIH computer facility at Government expense including authorization to obtain NIH computer documentation.
5. Access to existing unclassified AMASS files at the time of contract award. Subsequent to the initiation of Task 7, the contractor shall receive access to all AMASS files created as a result of the ID/SRD effort.

I. QUALITY ASSURANCE

For all draft and final technical reports delivered under this contract, the contractor shall assure that an independent review and verification for technical accuracy, clarity of presentation, and completeness is performed by qualified contractor personnel other than original author(s) of the report. The cover letter accompanying the report shall state that this review has been completed prior to submission to the NRC.

ARTICLE II - PERIOD OF PERFORMANCE

The performance of work described in ARTICLE I hereof shall commence as of the effective date of this contract and shall continue to completion thereof, estimated to occur within 3 months after said contract is effective. (Basic only.)

ARTICLE III - CONSIDERATION AND PAYMENT

A. Estimated Cost, Fixed Fee and Obligation

1. It is estimated that the total cost to the Government for full performance of this contract will be \$36,603.00, of which the sum of \$33,735.00 represents the estimated reimbursable costs, and of which \$2,868.00 represents the fixed fee.
2. Total funds currently available for payment and allotted to this contract are \$36,603.00 of which \$33,735.00 represents the estimated reimbursable costs, and of which \$2,868.00 represents the fixed fee.
3. There shall be no adjustment in the amount of the contractor's fixed fee by reason of differences between any estimate of cost for performance of the work under this contract and the actual cost performance of that work.

B. Payment

The Government shall render payment to the contractor in approximately thirty (30) days after submission of proper and correct invoices or vouchers.

Additional provisions relating to payment are contained in Clause 5.1-3 of the General Provisions hereto.

ARTICLE IV - OVERHEAD/GENERAL AND ADMINISTRATIVE RATES

- A. Pending the establishment of final overhead rates which shall be negotiated based on audit of actual costs, the contractor shall be reimbursed for allowable indirect costs hereunder at the provisional rate of 148 percent of direct labor costs.
- B. Pending the establishment of final general and administrative rates which shall be negotiated based on audit of actual costs, the contractor shall be reimbursed for allowable indirect costs hereunder at the provisional rate of 19 percent of total direct costs and overhead costs.
- C. Notwithstanding A. and B. of this Article, said provisional overhead and G&A rates may be adjusted as appropriate during the term of the contract upon the acceptance of such revised rates by the Contracting Officer.

Article V - Allowable Cost

Allowable Costs for the Contractor's services under this contract shall be determined in accordance with General Provision No. 5.3 - "Allowable Cost, Fixed-Fee and Payment."

A. Prior Authorization of Certain Direct Costs

Prior authorization in writing by the Contracting Officer is required for the following costs:

1. Consultant Fees - Exception: The Contractor is hereby authorized to Utilize Dr. Fred H. Tingey, Mathematical Statistician, at a rate of \$35.00 per hour. It is estimated that Dr. Tingey's services shall not exceed a total of \$1,575.00. The Contractor is hereby authorized to utilize Mr. C. J. Barnhart, Software Systems Analyst, at a rate of \$30.00 per hour. It is estimated that Mr. Barnhart's shall not exceed a total of \$10,200.00.
2. Overtime, shift or incentive payments.
3. All travel outside the United States.
4. Rental agreements, service contracts, or maintenance of Government Equipment.

ARTICLE VI - TRAVEL REIMBURSEMENT

The contractor will be reimbursed for the following reasonable domestic travel costs incurred directly and specifically in the performance of this contract and accepted by the Contracting Officer:

1. Per diem shall be reimbursed at a daily rate not to exceed \$ 75.00 . The per diem amount is comprised of lodging expense plus \$23.00 for meals and miscellaneous expense.
2. The cost of travel by privately owned automobile shall be reimbursed at the rate of 20.5¢ per mile.
3. The cost of travel by rented automobile shall be reimbursed on a reasonable actual expense basis.
4. All common carrier travel reimbursable hereunder shall be via economy class rates when available. If not available, reimbursement vouchers will be annotated that economy class accommodations were not available. First-class air travel is not authorized.
5. Receipts are required for common carrier transportation, lodging and miscellaneous items in excess of \$15.00.

ARTICLE VII - PRIVATE USE AND PROTECTION OF UNCLASSIFIED GOVERNMENT INFORMATION

- A. Except as specifically authorized by this contract, or as otherwise approved by the Contracting Officer, records or other information, documents and material furnished by the Commission to the contractor in the performance of this contract, or information developed by the contractor in the course of the work hereunder, shall be used only in connection with the work performed under this contract. The contractor shall, upon completion or termination of this contract, transmit to the Commission all records or other information, documents and material, and any copies thereof, furnished by the Commission to the contractor or developed by the contractor in the performance of this contract.
- B. The contractor shall be responsible for safeguarding from unauthorized disclosure any information or other documents and material exempt from public disclosure by the Commission's regulations and made available to the contractor in connection with the performance of work under this contract. The contractor agrees to conform to all regulations, requirements, and directions of the Commission with respect to such material.
- C. The contractor's duties under this clause shall not be construed to limit or affect in any way the contractor's obligation to conform to all security regulations and requirements of the Commission pertaining to classified information and material.

ARTICLE VIII - KEY PERSONNEL

Pursuant to this ARTICLE (Key Personnel), the following individuals are considered to be essential to the successful performance of the work hereunder and shall not be replaced without the prior approval of the Contracting Officer. In such event, the contractor agrees to substitute persons possessing substantially equal abilities and qualifications satisfactory to the Contracting Officer.

R. F. Lumb - Senior Scientist	R. E. Weber - Project Manager
L. K. Hurst - Division Manager	R. L. Hawkins - Sr. MC&A Analyst
J. E. Mikolajczak - Statistician	Dr. F. H. Tingey - Consulting Mathematical Statistician
	C. J. Barnhart - Software Systems Analyst

ARTICLE IX - TECHNICAL DIRECTION

- A. Performance of the work under this contract shall be subject to the technical direction of the NRC Project Officer named in ARTICLE IX of this contract. 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, requires pursuit of certain lines of inquiry, fills in details or otherwise serves to accomplish the contractual scope of work.
 - 2. Providing assistance 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.

- B. Technical direction must be within the general scope of work stated in the contract. The Project Officer does not have the authority to and may not issue any technical direction which:
1. Constitutes an assignment of additional work outside the general scope of the contract.
 2. Constitutes a change as defined in the clause of the General Provisions, entitled "Changes."
 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.

- C. ALL TECHNICAL DIRECTIONS SHALL BE ISSUED IN WRITING BY THE PROJECT OFFICER OR SHALL BE CONFIRMED BY SUCH PERSON IN WRITING WITHIN TEN (10) WORKING DAYS AFTER VERBAL ISSUANCE. A copy of said written direction shall be submitted to the Contracting Officer.

The contractor shall proceed promptly with the performance of technical directions duly issued by the Project Officer in the manner prescribed by this article and within such person's authority under the provisions of this article.

If, in the opinion of the contractor, any instruction or direction issued by the Project Officer is within one of the categories as defined in B(1) through (4) above, the contractor shall not proceed but shall notify the Contracting Officer in writing within five (5) working days after the receipt of any such instruction or direction and shall request the Contracting Officer to modify the contract accordingly. Upon receiving such 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.

- D. Any unauthorized commitment or direction issued by the Project Officer 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.
- E. 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 shall be subject to the provisions of the contract clause entitled "Disputes."

ARTICLE X - PROJECT OFFICER

Dr. Martín Messenger is hereby designated as the Contracting Officer's authorized representative (hereinafter called Project Officer) for technical aspects of this contract. The Project Officer is not authorized to approve or request any action which results in or could result in an increase in contract cost; or terminate, settle any claim or dispute arising under the contract; or issue any unilateral directive whatever.

The Project Officer is responsible for: (1) monitoring the contractor's technical progress, including surveillance and assessment of performance, and recommending to the Contracting Officer changes in requirements; (2) interpreting the scope of work; (3) performing technical evaluation as required; (4) performing technical inspections and acceptances required by this contract; and (5) assisting the contractor in the resolution of technical problems encountered during performance. Within the purview of this authority, the Project Officer is authorized to review all costs requested for reimbursement by contractors and submit recommendations for approval, disapproval, or suspension for supplies, services required under the contract. The Contracting Officer is responsible for directing or negotiating any changes in terms, conditions, or amounts cited in the contract.

For guidance from the Project Officer to the contractor to be valid, it must: (1) be consistent with the description of work set forth in the contract; (2) not constitute new assignment of work or change to the expressed terms, conditions or specifications incorporated into this contract; (3) not constitute a basis for an extension to the period of performance or contract delivery schedule; and, as stated above, (4) not constitute a basis for any increase in the contract cost.

ARTICLE XI - CLASSIFICATION

In the performance of the work under this contract, the contractor shall assign classifications to all documents, material, and equipment originated or generated by the contractor in accordance with classification guidance furnished to the contractor by the Commission. Every subcontract and purchase order issued hereunder involving the origination or generation of classified documents, material, or equipment, shall include a provision to the effect that in the performance of such subcontract or purchase order, the subcontractor or supplier shall assign classifications to all such documents, material, and equipment in accordance with classification guidance furnished to such subcontractor or supplier by the contractor.

Article XII - SECURITY CLASSIFICATION

- A. The highest classification applicable to the service to be furnished under this contract will be confidential, including Restricted Data. The contract Security/Classification Requirements are set forth in NRC Form 187, attached hereto as Attachment 3.
- B. Notwithstanding the provisions of Clause 2.4 entitled "Security" to the contrary, and in addition thereto, the parties hereto agree that the NRC Project Monitor shall be the Authorized Classifier for all classified information or material delivered under this contract and NRC shall provide classification guidance to the Contractor as required in the performance of this contract.
- C. The contractor and contractor's personnel will be governed by, and shall assign classification markings to information or material, originated or generated by the contractor, as determined by the Project Monitor.
- D. If subsequent to the date of this contract, the security level under the contract is changed by the Commission and such change causes an increase or decrease in the estimated cost or the time required for performance under this contract, the contract cost, delivery schedule, or both and any other provisions of the contract that may be affected shall be subject to an equitable adjustment by reason of such increased or decreased costs. Any equitable adjustment shall be accomplished in the same manner as if such changes were directed under the "Changes" clause of the contract.

ARTICLE XIII - GENERAL PROVISIONS/ALTERATIONS

This contract is subject to the attached provisions of Appendix A, General Provisions, entitled "Cost Type Research and Development Contracts With Commercial Organizations," dated 12/1/81 with the following alterations made thereto:

A. Deletions: ---

1. Article 1.18, "Private Use of Contract Information and Data" is deleted in its entirety.
2. Articles 1.21 and 1.22, "Privacy Act Notification", and "Privacy Act" respectively are deleted in their entirety.

Provisions Added:

3.12 Labor Surplus Area Subcontracting Program (1-1.805-3(b))

(a) The Contractor agrees to establish and conduct a program which will encourage labor surplus area concerns to compete for subcontracts within their capabilities. In this connection, the Contractor shall--

(1) Designate a liaison officer who will (i) maintain liaison with duly authorized representatives of the Government on labor surplus area matters, (ii) supervise compliance with the Utilization of Concerns in Labor Surplus Areas clause, and (iii) administer the Contractor's "Labor Surplus Area Subcontracting Program;"

(2) Provide adequate and timely consideration of the potentialities of labor surplus area concerns in all "make-or-buy" decisions;

(3) Assure that labor surplus area concerns will have an equitable opportunity to compete for subcontracts, particularly by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation of labor surplus area concerns;

(4) Maintain records showing the procedures which have been adopted to comply with the policies set forth in this clause and report subcontract awards (see 41 CFR 1-16.804-5 regarding use of Optional Form 61). Records maintained pursuant to this clause will be kept available for review by the Government until the expiration of 1 year after the award of this contract, or for such longer period as may be required by any other clause of this contract or by applicable law or regulations; and

(5) Include the Utilization of Concerns in Labor Surplus Areas clause in subcontracts which offer substantial labor surplus area subcontracting opportunities.

(b) (1) The term "labor surplus area" means a geographical area identified by the Department of Labor as an area of concentrated unemployment or under-employment or an area of labor surplus.

(2) The term "concern located in a labor surplus area" means a labor surplus area concern.

(3) The term "labor surplus area concern" means a concern that, together with its first-tier subcontractors, will perform substantially in labor surplus areas.

(4) The term "perform substantially in labor surplus areas" means that the costs incurred on account of manufacturing, production, or appropriate services in labor surplus areas exceed 50 percent of the contract price.

(c) The Contractor further agrees to insert, in any subcontract hereunder which may exceed \$500,000 and which contains the Utilization of Concerns in Labor Surplus Areas clause, provisions which shall conform substantially to the language of this clause, including this paragraph (c), and to notify the Contracting Officer of the names of such subcontractors.

- (7) Submit periodic reports of subcontracting to women-owned business concerns with respect to the records referred to in subparagraph (4) above, in such form and manner and at such time (not more often than quarterly) as the Contracting Officer may prescribe.

(b) The Contractor further agrees to insert, in any subcontract hereunder which may exceed \$500,000 or \$1,000,000 in the case of contracts for the construction of any public facility and which offers substantial subcontracting possibilities, provisions which shall conform substantially to the language of this clause, including this paragraph (b), and to notify the Contracting Officer of the names of such subcontractors.

(c) The contractor further agrees to require written certification by its subcontractors that they are bona fide women-owned and controlled business concerns in accordance with the definition of a women-owned business concern as set forth in the Utilization Clause 1(b) above at the time of submission of bids or proposals.

5.8 Price Reduction for Defective Cost or Pricing Data (1-3.814-1(a))

If any price, including profit or fee, negotiated in connection with this contract or any cost reimbursable under this contract was increased by any significant sums because:

- (a) The Contractor furnished cost or pricing data which was not accurate, complete and current as certified in the Contractor's Certificate of Current Cost or Pricing Data;
- (b) A subcontractor, pursuant to the clause of this contract entitled "Subcontractor Cost or Pricing Data" or "Subcontractor Cost or Pricing Data--Price Adjustments" or any subcontract clause therein required, furnished cost or pricing data which was not accurate, complete and current as certified in the subcontractor's Certificate of Current Cost or Pricing Data;
- (c) A subcontractor or prospective subcontractor furnished cost or pricing data which was required to be accurate, complete and current and to be submitted to support a subcontract cost estimate furnished by the Contractor but which was not accurate, complete and current as of the date certified in the Contractor's Certificate of Current Cost or Pricing Data; or
- (d) The Contractor or a subcontractor or prospective subcontractor furnished any data, not within (a), (b) or (c) above, which was not accurate as submitted; the price or cost shall be reduced accordingly and the contract shall be modified in writing as may be necessary to reflect such reduction. However, any reduction in the contract price due to defective subcontract data of a prospective subcontractor when the subcontract was not subsequently awarded to such subcontractor, will be limited to the amount (plus applicable overhead and profit markup) by which the actual subcontract, or actual cost to the Contractor if there was no subcontract, was less than the prospective subcontract cost estimate submitted by the Contractor: Provided, The actual subcontract price was not affected by defective cost or pricing data.

(Note: Since the contract is subject to reduction under this clause by reason of defective cost or pricing data submitted in connection with certain subcontracts, it is expected that the Contractor may wish to include a clause in each such subcontract requiring the subcontractor to appropriately indemnify the Contractor. It is also expected that any subcontractor subject to such indemnification will generally require substantially similar indemnification for defective cost or pricing data required to be submitted by his low tier subcontractors.)

3.13 Utilization of Women-Owned Business Concerns (Over \$10,000)

(a) It is the policy of the United States Government that Women-owned businesses shall have the maximum practicable opportunity to participate in the performance of contracts awarded by any Federal agency.

(b) The Contractor agrees to use his best efforts to carry out this policy in the award of subcontracts to the fullest extent consistent with the efficient performance of this contract. As used in the contract, a "women-owned business" concern means a business that is at least 51% owned by a woman or women who also control and operate it. "Control" in this context means exercising the power to make policy decisions. "Operate" in this context means being actively involved in the day-to-day management. "Women" mean all women business owners.

3.14 Women-Owned Business Concerns Subcontracting Program (Over \$500,000 or \$1,000,000 for Construction of Any Public Facility)

(a) The Contractor agrees to establish and conduct a program which will enable women-owned business concerns to be considered fairly as subcontractors and suppliers under this contract. In this connection, the contractor shall:

- (1) Designate a liaison officer who will administer the Contractor's "Women-Owned Business Concerns Program."
- (2) Provide adequate and timely consideration of the potentialities of known women-owned business concerns in all "make-or-buy" decisions.
- (3) Develop a list of qualified bidders that are women-owned businesses and assure that known women-owned business concerns have an equitable opportunity to compete for subcontracts, particularly by making information on forthcoming opportunities available, by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation of women-owned business concerns.
- (4) Maintain records showing (i) procedures which have been adopted to comply with the policies set forth in this clause, including the establishment of a source list of women-owned business concerns; (ii) awards to women-owned businesses on the source list by minority and non-minority women-owned business concerns; and (iii) specific efforts to identify and award contracts to women-owned business concerns.
- (5) Include the "Utilization of Women-Owned Business Concerns" clause in subcontracts which offer substantial subcontracting opportunities.
- (6) Cooperate in any studies and surveys of the Contractor's women-owned business concerns procedures and practices that the Contracting Officer may from time-to-time conduct.

5.9 Price Reduction for Defective Cost or Pricing Data - Price Adjustments
(1-3.814-1(b))

(a) This clause shall become operative only with respect to any modification of this contract which involves aggregate increases and/or decreases in costs plus applicable profits in excess of \$100,000 unless the modification is priced on the basis of adequate price competition, established catalog or market prices of commercial items sold in substantial quantities to the general public, or prices set by law or regulation. The right to price reduction under this clause is limited to defects in data relating to such modification.

(b) If any price, including profit, or fee, negotiated in connection with any price adjustment under this contract was increased by any significant sums because:

(1) The Contractor furnished cost or pricing data which was not accurate, complete and current as certified in the Contractor's Certificate of Current Cost or Pricing Data;

(2) A subcontractor, pursuant to the clause of this contract entitled "Subcontractor Cost or Pricing Data" or "Subcontractor Cost or Pricing Data--Price Adjustments" or any subcontract clause therein required, furnished cost or pricing data which was not accurate, complete and current as certified in the subcontractor's Certificate of Current Cost or Pricing Data;

(3) A subcontractor or prospective subcontractor furnished cost or pricing data which was required to be accurate, complete and current and to be submitted to support a subcontract cost estimate furnished by the Contractor but which was not accurate, complete and current as of the date certified in the Contractor's Certificate of Current Cost or Pricing Data; or

(4) The Contractor or a subcontractor or prospective subcontractor furnished any data, not within (1), (2) or (3) above, which was not accurate, as submitted; the price shall be reduced accordingly and the contract shall be modified in writing as may be necessary to reflect such reduction. However, any reduction in the contract price due to defective subcontract data of a prospective subcontractor, when the subcontract was not subsequently awarded to such subcontractor, will be limited to the amount (plus applicable overhead and profit markup) by which the actual subcontract, or actual cost to the Contractor if there was no subcontract, was less than the prospective subcontract cost estimate submitted by the Contractor. Provided the actual subcontract price was not affected by defective cost or pricing data.

(Note: Since the contract is subject to reduction under this clause by reason of defective cost or pricing data submitted in connection with certain subcontracts, it is expected that the Contractor may wish to include a clause in each such subcontract requiring the subcontractor to appropriately indemnify the Contractor. It is also expected that any subcontractor subject to such indemnification will generally require substantially similar indemnification for defective cost or pricing data required to be submitted by his lower tier subcontractors.)

(c) Failure to agree on a reduction shall be a dispute concerning a question of fact within the meaning of the "Disputes" clause of this contract.

5.10 Subcontractor Cost and Pricing Data (1-3.814-3(a))

(a) The Contractor shall require subcontractors hereunder to submit, actually or by specific identification in writing, cost or pricing data under the following circumstances:

(1) Prior to the award of any subcontract the amount of which is expected to exceed \$100,000 when entered into;

(2) Prior to the pricing of any subcontract modification which involves aggregate increases and/or decreases in costs plus applicable profits expected to exceed \$100,000; except where the price is based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities to the general public, or prices set by law or regulation.

(b) The Contractor shall require subcontractors to certify, in substantially the same form as that used in the certificate by the Prime Contractor to the Government, that to the best of their knowledge and belief, the cost and pricing data submitted under (a) above is accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract or subcontract change or modification.

(c) The Contractor shall insert the substance of this clause including this paragraph (c) in each subcontract hereunder which exceeds \$100,000 when entered into except where the price thereof is based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities to the general public, or prices set by law or regulation. In each such expected subcontract hereunder in excess of \$100,000, the Contractor shall insert the substance of the following clause:

SUBCONTRACTOR COST OR PRICING DATA-
PRICE ADJUSTMENTS

(a) Paragraphs (b) and (c) of this clause shall become operative only with respect to any modification made pursuant to one or more provisions of this contract which involves aggregate increases and/or decreases in costs plus applicable profits expected to exceed \$100,000. The requirements of this clause shall be limited to such contract modifications.

(b) The Contractor shall require subcontractors hereunder to submit, actually or by specific identification in writing, cost or pricing data under the following circumstances:

(1) Prior to award of any subcontract, the amount of which is expected to exceed \$100,000 when entered into;

(2) Prior to the pricing of any subcontract modification which involves aggregate increases and/or decreases in costs plus applicable profits expected to exceed \$100,000; except where the price is based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities to the general public, or prices set by law or regulation.

5.10 Subcontract Cost and Pricing Data (1-3.814-3(a)) Cont'd

(c) The Contractor shall require subcontractors to certify, in substantially the same form as that used in the certificate by the Prime Contractor to the Government, that to the best of their knowledge and belief the cost and pricing data submitted under (b) above is accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract or subcontract change or modification.

(d) The Contractor shall insert the substance of this clause including this paragraph (d) in each subcontract hereunder which exceeds \$100,000 when entered into.

5.11 Cost Accounting Standards--Nondefense Contract (1-3.1204-2(a))

(a) Unless the Administrator of General Services has prescribed rules or regulations exempting the Contractor or this contract from standards, rules, and regulations promulgated by the Cost Accounting Standards Board, the Contractor, in connection with this contract, shall:

(1) Follow consistently the cost accounting practices established or disclosed as required by regulations of the Cost Accounting Standards Board and administered under the Administration of Cost Accounting Standards clause. If any change in disclosed practices is made for purposes of any contract or subcontract subject to those disclosure requirements, the change must be applied in a consistent manner to this contract.

(2) Comply with all cost accounting standards which the Contractor is required to comply with by reason of concurrent performance of any contract or subcontract subject to the Cost Accounting Standards clause (4 CFR 331) and administered under the Administration of Cost Accounting Standards clause. The Contractor also shall comply with any cost accounting standard which hereafter becomes applicable to such a contract or subcontract. Such compliance shall be required prospectively from the date of applicability to such contract or subcontract. Compliance shall continue until the Contractor completes performance of work under this contract.

(3) Agree to an equitable adjustment (as provided in the Changes clause of this contract, if any) if the contract cost is affected by a change which, pursuant to (2) above, the Contractor is required to make to his established cost accounting practices whether such practices are covered by a Disclosure Statement or not.

(4) Negotiate with the Contracting Officer to determine the terms and conditions under which a change to either a disclosed cost accounting practice or an established cost accounting practice, other than a change under (a)(3) above or (a)(6) below, may be made. A change to a practice may be proposed by either the Government or the Contractor, Provided, however, That no agreement may be made under this provision that will increase costs paid by the United States.

5.11 Cost Accounting Standards--Nondefense Contract (1-3.1204-2(a)) Cont'd.

(5) Agree to an adjustment of the contract price or cost allowance, as appropriate, if it or a subcontractor fails to comply with the applicable Cost Accounting Standards or to follow any practice disclosed or established pursuant to subparagraph (a)(1) or (a)(2) above and such failure results in any increased costs paid by the United States. Such adjustment shall provide for recovery of the increased costs to the United States together with interest thereon computed at the rate determined by the Secretary of the Treasury pursuant to Pub. L. 92-41 (50 U.S.C. App. 1215(b)(2)), or 7 percent per annum, whichever is less, from time the payment by the United States was made to the time the adjustment is effected.

(6) Negotiate an equitable adjustment (as provided in the Changes clause of this contract, if any) when the parties agree to a change to either a disclosed cost accounting practice or an established cost accounting practice.

(b) The Contractor shall permit any authorized representatives of the head of the agency, of the Cost Accounting Standards Board, or of the Comptroller General of the United States to examine and make copies of any documents, papers, or records relating to compliance with the requirements of this clause until the expiration of 3 years after final payment under this contract or such lesser time specified in the Federal Procurement Regulations (FPR) part 1-20.

(c) Unless a subcontract or Subcontractor is exempt under rules or regulations prescribed by the administrator of General Services, the Contractor: (1) shall include the substance of this clause including this paragraph (c) in all negotiated subcontracts under this contract with subcontractors that are currently performing a national defense contract or subcontract that contains the clause entitled to Cost Accounting Standards and that are currently required to accept the clause in applicable national defense awards, and (2) shall include the substance of the Consistency of Cost Accounting Practices--Non-defense Contract clause set forth in § 1-3.1204-2(b) of the FPR in negotiated subcontracts under this contract with all other subcontractors. The Contractor may elect to use the substance of the solicitation notice set forth in § 1-3.1203-2(b) of the FPR in his determination of applicability cost accounting standards to subcontracts.

(d) The terms defined in § 331.20 of Part 331 of Title 4, Code of Federal Regulations, shall have the same meaning herein. As there defined, "negotiated subcontract" means "any subcontract except a firm fixed-price subcontract made by a contractor or subcontractor after receiving offers from at least two firms not associated with each other or such contractor or subcontractor, providing (1) the solicitation to all competing firms is identical, (2) price is the only consideration in selecting the subcontractor from among the competing firms solicited, and (3) the lowest offer received in compliance with the solicitation from among those solicited is accepted."

(e) The administration of this clause by the Government shall be accomplished in conjunction with the administration of the Contractor's national defense contracts and subcontracts subject to rules and regulations of the Cost Accounting Standards Board, pursuant to the Administration of Cost Accounting Standards clause. For the purposes of the Administration of Cost Accounting Standards clause contained in this contract, references to the Cost Accounting Standards clause shall be deemed to include this Cost Accounting Standards--Nondefense Contract clause and reference to the Disclosure and Consistency of Cost Accounting Practices clause shall be deemed to include the Consistency of Cost Accounting Practices--Nondefense Contract clause.

5.12 Administration of Cost Accounting Standards (1-3.1204-1(b))

For the purpose of administrating Cost Accounting Standards requirements under this contract, the Contractor shall:

(a) Submit to the cognizant Contracting Officer a description of the accounting change and the general dollar magnitude of the change to reflect the sum of all increases and the sum of all decreases for all contracts containing the Cost Accounting Standards clause or the Disclosure and Consistency of Cost Accounting Practices clause:

(1) For any change in cost accounting practices required to comply with a new cost accounting standard in accordance with paragraph (a)(3) and (a)(4)(A) of the Cost Accounting Standards clause within 60 days (or such other date as may be mutually agreed to) after award of a contract requiring such change;

(2) For any change to cost accounting practices proposed in accordance with paragraphs (a)(4)(B), (a)(4)(C) of the Cost Accounting Standards clause or with paragraph (a)(3) or (a)(5) of the Disclosure and Consistency of Cost Accounting Practices clause not less than 60 days (or such other date as may be mutually agreed to) prior to the effective date of the Proposed change; or

(3) For any failure to comply with an applicable Cost Accounting Standard or to follow a disclosed practice as contemplated by paragraph (a)(5) of the Cost Accounting Standards clause or with paragraph (a)(4) of the Disclosure and Consistency of Cost Accounting Practices clause within 60 days (or such other date as may be mutually agreed to) after the date of agreement of such noncompliance by the Contractor.

(b) Submit a cost impact proposal in the form and manner specified by the cognizant Contracting Officer within sixty (60) days (or such other date as may be mutually agreed to) after the date of determination of the adequacy and compliance of a change submitted pursuant to (a) (1), (2), or (3), above.

(c) Agree to appropriate contract and subcontract amendments to reflect adjustments established in accordance with paragraphs (a)(4) and (a)(5) of the Cost Accounting Standards clause or with paragraphs (a)(3), (a)(4), or (a)(5) of the Disclosure and Consistency of Cost Accounting Practices clause.

(d) When the subcontract is subject to either the Cost Accounting Standards clause or the Disclosure and Consistency of Cost Accounting Practice clause so state in the body of the subcontract and/or in the letter of award. Self-deleting clauses shall not be used.

(e) Include the substance of this clause in all negotiated subcontracts containing either the Cost Accounting Standards clause or the Disclosure and Consistency of Cost Accounting Practices clause. In addition, include a provision in these subcontracts which will require such subcontractors, within 30 days after receipt of award (or such other date as may be mutually agreed to) to submit the following information to the Contract Administration Office Cognizant of the subcontractor's facility.

5.12 Administration of Cost Accounting Standards (1-3.1204-1(b)) Cont'd.

- (1) Subcontractor's name and subcontract number.
- (2) Dollar amount and date of award.
- (3) Name of Contractor making the award.

(4) A statement as to whether the subcontractor has made or proposes to make any changes to accounting practices that affect prime contracts or subcontracts containing the Cost Accounting Standards clause or Disclosure and Consistency of Cost Accounting Practices clause unless such changes have already been reported. If award of the subcontract results in making a cost accounting standard(s) effective for the first time, this shall also be reported.

(f) For negotiated subcontracts containing the Cost Accounting Standards clause, require the subcontractor to comply with all Standards in effect on the date of final agreement on price as shown on the subcontractor's signed Certificate of Current Cost or Pricing Data or date of award, whichever is earlier.

(g) In the event an adjustment is required to be made to any subcontract hereunder, notify the Contracting Officer in writing of such adjustment and agree to an adjustment in the price or estimated cost and fee of this contract, as appropriate, based upon the adjustment established under the subcontract. Such notice shall be given within 30 days after receipt of the proposed subcontract adjustment, and shall include a proposal for adjustment to such higher tier subcontract or prime contract as appropriate.

(h) When either the Cost Accounting Standards clause or the Disclosure and Consistency of Cost Accounting Practices clause and this clause are included in subcontracts, the term "Contracting Officer" shall be suitably altered to identify the purchaser.