

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i>				1. REQUISITION NUMBER SBCR-22-0002		PAGE OF 1 85	
2. CONTRACT NO. 31310022C0009			3. AWARD/ EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER 31310022R0014
							6. SOLICITATION ISSUE DATE 02/16/2022
7. FOR SOLICITATION INFORMATION CALL		a. NAME RACHEL GLAROS			b. TELEPHONE NUMBER (No collect calls)		8. OFFER DUE DATE/LOCAL TIME E.S.
9. ISSUED BY US NRC - HQ ACQUISITION MANAGEMENT DIVISION MAIL STOP TWFN-07B20M WASHINGTON DC 20555-0001				CODE NRCHQ	10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: % FOR: <input type="checkbox"/> SMALL BUSINESS <input checked="" type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB <input checked="" type="checkbox"/> 8(A) NAICS: 541611 SIZE STANDARD: \$16.5		
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS 30		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		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-07B20M WASHINGTON DC 20555-0001				
17a. CONTRACTOR/OFFEROR MIND YOUR BUSINESS INC ATTN KAREN CARUSO 500 BEVERLY HANKS CENTER HENDERSONVILLE NC 287923714		CODE GK9HUFKC3LA4	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. 82869899009905				CODE NRCPAYMENTS			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
00001	This is a Indefinite-Quantity Indefinite-Delivery contract for Equal Employment Opportunity (EEO) Multi-Services for the U.S. Nuclear Regulatory Commission (NRC) as described in the Statement of Work. SBA Requirement No.: YM1643646827P Period of Performance: 04/04/2022 to 04/03/2023 Base Period Continued ... <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>						
25. ACCOUNTING AND APPROPRIATION DATA 2022-X0200-FEEBASED-7P-7PD002-D1352-51-K-188-252A-7P-D1352						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$1,179,727.00	
<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 checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA						<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED. <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.	
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 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: _____ 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) <div style="background-color: black; width: 100px; height: 20px; margin: 5px 0;"></div>			
30b. NAME AND TITLE OF SIGNER (Type or print)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or print) CAROLYN A. COOPER		31c. DATE SIGNED 04/04/2022	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Award Type: Firm-fixed-price Line Item Ceiling: XXXXXXXXXX Incrementally Funded Amount: XXXXXXXXXX				
10001	Option Period 1 Award Type: Firm-fixed-price Amount: XXXXXXXXXX (Option Line Item) Anticipated Exercise Date:03/20/2023 Period of Performance: 04/04/2023 to 04/03/2024				XXXXXXXXXX
20001	Option Period 2 Award Type: Firm-fixed-price Amount: XXXXXXXXXX (Option Line Item) Anticipated Exercise Date:03/20/2024 Period of Performance: 04/04/2024 to 04/03/2025				XXXXXXXXXX
30001	Option Period 3 Award Type: Firm-fixed-price Amount: XXXXXXXXXX (Option Line Item) Anticipated Exercise Date:03/20/2025 Period of Performance: 04/04/2025 to 04/03/2026				XXXXXXXXXX
40001	Option Period 4 Award Type: Firm-fixed-price Amount: XXXXXXXXXX (Option Line Item) Continued ...				XXXXXXXXXX

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
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		

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

NAME OF OFFEROR OR CONTRACTOR
MIND YOUR BUSINESS INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
50001	Anticipated Exercise Date:03/20/2026 Period of Performance: 04/04/2026 to 04/03/2027 Six Month Extension per FAR 52.217-8 Award Type: Firm-fixed-price Amount: (Option Line Item) Anticipated Exercise Date:03/20/2027 Period of Performance: 04/04/2027 to 10/03/2027 The obligated amount of award: The total for this award is shown in box 26.				

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B - Continuation Pages

B.1 BRIEF PROJECT TITLE AND WORK DESCRIPTION

(a) The title of this project is: Equal Employment Opportunity (EEO) Multi-Services

(b) Summary work description: The objective of this contract is to provide non-personnel services to conduct EEO counseling, mediation, investigation services, and draft formal documents for allegations of employment discrimination and harassment based on race, color, sex (including gender identity, pregnancy and sexual orientation), religion, national origin, age, disability, genetic information, and reprisal raised by employees, former employees (where appropriate) and applicants for employment at the NRC.

B.2 TYPE OF CONTRACT (JULY 2020)

The contract type for this award is firm-fixed-price and time-and-materials.

B.3 CONSIDERATION AND OBLIGATION-FIRM-FIXED-PRICE

The total Firm-Fixed-Price of this contract is [REDACTED] (Base Year), and the amount presently obligated with respect to the Firm-Fixed-Price portion is [REDACTED]. The Contracting Officer's Representative (COR) may place delivery orders for up to the obligated amount. The obligated amount shall, at no time, exceed the contract ceiling. When and if the amount(s) paid and payable to the Contractor hereunder shall equal the obligated amount, the Contractor shall not be obligated to continue performance of the work unless and until the Contracting Officer shall increase the amount obligated with respect to this order, in accordance with FAR Part 43 - Contract Modifications. Any work undertaken by the Contractor in excess of the obligated amount specified above is done so at the Contractor's sole risk and may not be reimbursed by the Government

B.4 CONSIDERATION AND OBLIGATION-TIME-AND-MATERIALS CONTRACT

(a) The ceiling price to the Government for full performance under this contract is [REDACTED] (Base Year).

(b) The contract includes: (1) direct labor hours at specified fixed hourly rates, inclusive of wages, fringe, overhead, general and administrative expenses, and profit, totaling [REDACTED] and (2) cost of materials totaling [REDACTED] (Travel) .

(c) The amount presently obligated by the Government with respect to this contract is [REDACTED]

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

B.5 PRICE/COST SCHEDULE

Base Year 1 (April 4, 2022 through April 3, 2023)

	Description of Services	Est. Qty	Unit	Unit Price	Estimated Total
	EEO Counseling and				

	Mediation Services (Tasks 1 and 4) Labor-Hour				
00001	EEO Counselor		Hours		
00002	EEO Mediator		Hours		
	Total Labor-Hour Services Ceiling			Not-to-Exceed	
00003	EEO Investigative Services (Tasks 2 and 3) Firm-Fixed-Price				
00003a	Individual Case – With One Issue		EA		
00003b	Individual Case-Per Additional Issue		EA		
00003c	Individual Case- Continuing Violation		EA		
00003d	Fee per Amendment- One Issue		EA		
00003e	Consolidated Case- With One Issue		EA		
00003f	Consolidated Case- Per Additional Issue		EA		
00003g	Consolidated Case- Per Continuing Violation		EA		
00003h	Mixed-Case		EA		
00003i	Fee per Supplemental Investigation		EA		
00003j	Expedited Investigation (Additional Fee)		EA		
00004	EEO Document Processing Services (Task 5) Firm-Fixed-Price				
00004a	Fee per Acceptance/Dismissal Notice/other formal processing documents		EA		
00004b	Fee per Consolidation for Acceptance/Dismissal/ other formal processing documents		EA		
00004c	Final Decision – Single Case		EA		

00004d	Final Decision – Consolidated Case		EA		
00004e	Final Agency Decision Expedited (Additional Fee)		EA		
	Total Firm-Fixed-Price Services Ceiling			NOT-TO-EXCEED	
00005	Other Direct Costs – Travel			NOT-TO-EXCEED	

TOTAL BASE YEAR CEILING PRICE:

Option Year 1 (April 4, 2023 through April 3, 2024)

	Description of Services	Est. Qty	Unit	Unit Price	Estimated Total
	EEO Counseling and Mediation Services (Tasks 1 and 4) Labor-Hour				
10001	EEO Counselor		Hours		
10002	EEO Mediator		Hours		
	Total Labor-Hour Services Ceiling			Not-to-Exceed	
10003	EEO Investigative Services (Tasks 2 and 3) Firm-Fixed-Price				
10003a	Individual Case – With One Issue		EA		
10003b	Individual Case-Per Additional Issue		EA		
10003c	Individual Case-Continuing Violation		EA		
10003d	Fee per Amendment-One Issue		EA		
10003e	Consolidated Case-With One Issue		EA		
10003f	Consolidated Case-Per Additional Issue		EA		
10003g	Consolidated Case-Per Continuing Violation		EA		
10003h	Mixed-Case		EA		
10003i	Fee per Supplemental Investigation		EA		
10003j	Expedited Investigation		EA		

	(Additional Fee)				
10004	EEO Document Processing Services (Task 5) Firm-Fixed-Price				
10004a	Fee per Acceptance/Dismissal Notice/other formal processing documents		EA		
10004b	Fee per Consolidation for Acceptance/Dismissal/other formal processing documents		EA		
10004c	Final Decision – Single Case		EA		
10004d	Final Decision – Consolidated Case		EA		
10004e	Final Agency Decision Expedited (Additional Fee)		EA		
	Total Firm-Fixed-Price Services Ceiling			NOT-TO-EXCEED	
10005	Other Direct Costs – Travel			NOT-TO-EXCEED	*

TOTAL OPTION YEAR 1 CEILING PRICE:

Option Year 2 (April 4, 2024 through April 3, 2025)

	Description of Services	Est. Qty	Unit	Unit Price	Estimated Total
	EEO Counseling and Mediation Services (Tasks 1 and 4) Labor-Hour				
20001	EEO Counselor		Hours		
20002	EEO Mediator		Hours		
	Total Labor-Hour Services Ceiling			Not-to-Exceed	
20003	EEO Investigative Services (Tasks 2 and 3) Firm-Fixed-Price				
20003a	Individual Case – With One Issue		EA		
20003b	Individual Case-Per Additional Issue		EA		
20003c	Individual Case-Continuing Violation		EA		

20003d	Fee per Amendment-One Issue	██████	EA	██████	██████
20003e	Consolidated Case-With One Issue	██████	EA	██████	██████
20003f	Consolidated Case-Per Additional Issue	██████	EA	██████	██████
20003g	Consolidated Case-Per Continuing Violation	██████	EA	██████	██████
20003h	Mixed-Case	██████	EA	██████	██████
20003i	Fee per Supplemental Investigation	██████	EA	██████	██████
20003j	Expedited Investigation (Additional Fee)	██████	EA	██████	██████
20004	EEO Document Processing Services (Task 5) Firm-Fixed-Price				
20004a	Fee per Acceptance/Dismissal Notice/other formal processing documents	██████	EA	██████	██████
20004b	Fee per Consolidation for Acceptance/Dismissal/other formal processing documents	██████	EA	██████	██████
20004c	Final Decision – Single Case	██████	EA	██████	██████
20004d	Final Decision – Consolidated Case	██████	EA	██████	██████
20004e	Final Agency Decision Expedited (Additional Fee)	██████	EA	██████	██████
	Total Firm-Fixed-Price Services Ceiling			NOT-TO-EXCEED	██████
20005	Other Direct Costs – Travel			NOT-TO-EXCEED	* ████████

TOTAL OPTION YEAR 2 CEILING PRICE: ████████

Option Year 3 (April 4, 2025 through April 3, 2026)

	Description of Services	Est. Qty	Unit	Unit Price	Estimated Total
	EEO Counseling and Mediation Services (Tasks 1 and 4) Labor-Hour				
30001	EEO Counselor	██████	Hours	██████	██████

30002	EEO Mediator		Hours		
	Total Labor-Hour Services Ceiling			Not-to-Exceed	
30003	EEO Investigative Services (Tasks 2 and 3) Firm-Fixed-Price				
30003a	Individual Case – With One Issue		EA		
30003b	Individual Case-Per Additional Issue		EA		
30003c	Individual Case-Continuing Violation		EA		
30003d	Fee per Amendment-One Issue		EA		
30003e	Consolidated Case-With One Issue		EA		
30003f	Consolidated Case-Per Additional Issue		EA		
30003g	Consolidated Case-Per Continuing Violation		EA		
30003h	Mixed-Case		EA		
30003i	Fee per Supplemental Investigation		EA		
30003j	Expedited Investigation (Additional Fee)		EA		
30004	EEO Document Processing Services (Task 5) Firm-Fixed-Price				
30004a	Fee per Acceptance/Dismissal Notice/other formal processing documents		EA		
30004b	Fee per Consolidation for Acceptance/Dismissal/other formal processing documents		EA		
30004c	Final Decision – Single Case		EA		
30004d	Final Decision – Consolidated Case		EA		
30004e	Final Agency Decision Expedited (Additional Fee)		EA		
	Total Firm-Fixed-Price Services Ceiling			NOT-TO-EXCEED	
30005	Other Direct Costs – Travel			NOT-TO-EXCEED	

TOTAL OPTION YEAR 3 CEILING PRICE: [REDACTED]

Option Year 4 (April 4, 2026 through April 3, 2027)

	Description of Services	Est. Qty	Unit	Unit Price	Estimated Total
	EEO Counseling and Mediation Services (Tasks 1 and 4) Labor-Hour				
40001	EEO Counselor	[REDACTED]	Hours	[REDACTED]	[REDACTED]
40002	EEO Mediator	[REDACTED]	Hours	[REDACTED]	[REDACTED]
	Total Labor-Hour Services Ceiling			Not-to-Exceed	[REDACTED]
40003	EEO Investigative Services (Tasks 2 and 3) Firm-Fixed-Price				
40003a	Individual Case – With One Issue	[REDACTED]	EA	[REDACTED]	[REDACTED]
40003b	Individual Case-Per Additional Issue	[REDACTED]	EA	[REDACTED]	[REDACTED]
40002c	Individual Case-Continuing Violation	[REDACTED]	EA	[REDACTED]	[REDACTED]
40004d	Fee per Amendment-One Issue	[REDACTED]	EA	[REDACTED]	[REDACTED]
40004e	Consolidated Case-With One Issue	[REDACTED]	EA	[REDACTED]	[REDACTED]
40004f	Consolidated Case-Per Additional Issue	[REDACTED]	EA	[REDACTED]	[REDACTED]
40004g	Consolidated Case-Per Continuing Violation	[REDACTED]	EA	[REDACTED]	[REDACTED]
40004h	Mixed-Case	[REDACTED]	EA	[REDACTED]	[REDACTED]
40004i	Fee per Supplemental Investigation	[REDACTED]	EA	[REDACTED]	[REDACTED]
40004j	Expedited Investigation (Additional Fee)	[REDACTED]	EA	[REDACTED]	[REDACTED]
40004	EEO Document Processing Services (Task 5) Firm-Fixed-Price				
40004a	Fee per Acceptance/Dismissal Notice/other formal processing documents	[REDACTED]	EA	[REDACTED]	[REDACTED]
40004b	Fee per Consolidation for Acceptance/Dismissal/other formal processing	[REDACTED]	EA	[REDACTED]	[REDACTED]

	documents				
40004c	Final Decision – Single Case	■	EA	■	■
40004d	Final Decision – Consolidated Case	■	EA	■	■
40004e	Final Agency Decision Expedited (Additional Fee)	■	EA	■	■
	Total Firm-Fixed-Price Services Ceiling			NOT-TO-EXCEED	■
40005	Other Direct Costs – Travel			NOT-TO-EXCEED	* ■

TOTAL OPTION YEAR 4 CEILING PRICE: ■

FAR 52.217-8 Option to Extend Services for Six Months

Unit price shall be in accordance with Option Year 4 pursuant to the clause.

(April 4, 2027 through October 3, 2027)

	Description of Services	Est. Qty	Unit	Unit Price	Estimated Total
	EEO Counseling and Mediation Services (Tasks 1 and 4) Labor-Hour				
50001	EEO Counselor	■	Hours	■	■
50002	EEO Mediator	■	Hours	■	■
	Total Labor-Hour Services Ceiling			Not-to-Exceed	■
50003	EEO Investigative Services (Tasks 2 and 3) Firm-Fixed-Price				
50003a	Individual Case – With One Issue	■	EA	■	■
50003b	Individual Case-Per Additional Issue	■	EA	■	■
50002c	Individual Case-Continuing Violation	■	EA	■	■
50004d	Fee per Amendment-One Issue	■	EA	■	■
50004e	Consolidated Case-With One Issue	■	EA	■	■
50004f	Consolidated Case-Per Additional Issue	■	EA	■	■
50004g	Consolidated Case-Per Continuing Violation	■	EA	■	■
50004h	Mixed-Cases	■	EA	■	■

50004i	Fee per Supplemental Investigation	████	EA	████	████
50004j	Expedited Investigation (Additional Fee)	████	EA	████	████
50004	EEO Document Processing Services (Task 5) Firm-Fixed-Price				
50004a	Fee per Acceptance/Dismissal Notice/other formal processing documents	████	EA	████	████
50004b	Fee per Consolidation for Acceptance/Dismissal/other formal processing documents	████	EA	████	████
50004c	Final Decision – Single Case	████	EA	████	████
50004d	Final Decision – Consolidated Case	████	EA	████	████
50004e	Final Agency Decision Expedited (Additional Fee)	████	EA	████	████
	Total Firm-Fixed Price Services Ceiling			NOT-TO-EXCEED	████

TOTAL SIX-MONTH EXTENSION CEILING PRICE: ██████████

TOTAL BASE AND ALL OPTIONS CEILING PRICE: \$1,179,727.00

*Travel: The government will pay up to the rates specified in the Government Federal Travel Regulations (FTR) for travel destination. All travel must be approved in advance in writing by the Contracting Officer's

Representative (COR). Hotel reservations, estimated cost for travel, rental car, and other expenses that may incurred in connection with tasks shall be made by the contractor, and will be reimbursed for actual allowable costs, with back-up documentation/ receipts attached to the submitted invoices. NO PAYMENT WILL BE MADE WITHOUT BACKUP DOCUMENTATION/RECEIPTS.

B.6 STATEMENT OF WORK

1. Background

The Nuclear Regulatory Commission (NRC) discrimination complaint program is a centralized function administered by the Office of Small Business and Civil Rights (SBCR) from its Headquarters office in Rockville, Maryland. NRC has Civil Rights Specialists and Collateral Duty EEO Counselors, assigned to the various Headquarters offices and NRC's four regional offices: Region I located at 475 Allentown Road, King of Prussia, Pennsylvania 19406; Region II located at Marquis One Tower, 245 Peachtree Center Avenue N.E., Suite 1200, Atlanta, GA

30303; Region III located at 2443 Warrenville Road, Suite 210, Lisle, Illinois 60532; and Region IV located at 611 Ryan Plaza Drive, Suite 400, Arlington, Texas 66011. SBCR is responsible for providing prompt, fair, and impartial consideration and disposition of precomplaint and formal complaints involving claims of employment discrimination and harassment based on race, color, religion, sex (including gender identity, pregnancy and sexual orientation), national origin, age, disability, genetic information, and reprisal raised under Title VII of the Civil Rights Act of 1964, as amended (Title VII), the Age Discrimination in Employment Act (ADEA), the Rehabilitation Act, the Equal Pay Act of 1963 (EPA), as amended, and the Genetic Information Non-discrimination Act (GINA). EEO counseling, mediations and investigations will be conducted in accordance with U.S. Equal Employment Opportunity Commission regulations at Title 29, Code of Federal Regulations (CFR), Part 1614 and accompanying NRC Management Directive 110 (MD-110).

2. Objective

The objective of this contract is to provide non-personnel services to conduct EEO counseling, mediation, investigation services, and draft formal documents for allegations of employment discrimination and harassment based on race, color, sex (including gender identity, pregnancy and sexual orientation), religion, national origin, age, disability, genetic information, and reprisal raised by employees, former employees (where appropriate) and applicants for employment at the NRC.

3. Scope of Work/Tasks

The contractor shall provide all resources (i.e. personnel and material) necessary to accomplish the tasks and provide deliverables described in this statement of work (SOW).

The contractor shall provide the following services described in further detail below:

- EEO Counseling Services
- EEO Investigation Services
- EEO Mediation Services
- EEO Document Processing Services-drafting acceptance/dismissal letters, Final Agency Decisions, or other related case processing documents

The contractor shall perform the above services as directed by the Contracting Officer's Representative (COR) in writing. The Contractor must confirm receipt and acceptance of the COR technical direction and notify the COR of the assigned personnel within three business days of receipt of order.

The COR will provide the contractor with the necessary notices, extension forms, and template documents, including: the EEO Counselor's Report, acceptance/dismissal letter, and Final Agency Decision referenced below, and any other relevant documents subsequent to contract award.

The contractor shall be responsible for the overall management of the contract, to include planning, coordinating, and maintaining the confidentiality and integrity of NRC's documents and files. In addition, the contractor shall be responsible for sanitizing, writing, editing, typing, copying, assembling, and delivering the required deliverables.

At the start of this contract, the contractor shall participate in a virtual kickoff meeting with the COR to go over the scope of work, expectations, and contract management. Following the kickoff meeting, the contractor shall submit a summary of the kickoff meeting to the COR within 14 calendar days of the meeting.

TASK 1 CONDUCT EEO COUNSELING SERVICES

The contractor shall conduct an inquiry into class and adverse impact claims of discrimination and harassment, claims in which a conflict of interest or the appearance of a conflict of interest exists, or for claims where such services are required for any other reason such as a lack of existing NRC resources. The contractor shall notify all participants, advising them of the contractor's authority to conduct telephonic or virtual (video conference) EEO Counseling. The contractor shall advise the participants of their rights and responsibilities throughout the process. During the initial interview with the Counselee, the contractor shall provide the Counselee with a copy of the NRC's pamphlet on the Discrimination Complaint Process and provide an overview of the information in the pamphlet, including the Counselee's right to request resolution of their claim through NRC's Alternative Dispute Resolution Program (ADR).

The contractor shall also provide the Counselee a Notice of Rights and Responsibilities and have the Counselee sign (electronic or wet signature) the last page of the Notice to acknowledge receipt. The contractor shall further have the Counselee sign the waiver of anonymity form and indicate on the form whether the Counselee elects to waive anonymity. If the Counselee chooses to remain anonymous, the contractor shall immediately notify the COR, so the SBCR may make appropriate updates in the electronic filing system and to prevent any unauthorized disclosure. The contractor shall include the original copy of the signed page in the Counseling Report discussed below.

If the Counselee requests ADR, the contractor shall return the case to the COR for appropriate action as set forth below. If the Agency declines to participate in ADR, then the COR will return the matter to the contract EEO Counselor to complete traditional EEO Counseling.

If the Agency agrees to ADR, and ADR is elected by the Counselee, and the matter is not resolved during ADR, the COR will notify the contractor so that the contractor may conduct the final interview. The contractor shall submit a draft Notice of Right to File a Formal Discrimination Complaint (NTRF) to the COR for review and approval before issuing the final NTRF to the Counselee. If ADR is not elected by the Counselee, then the COR shall notify the contractor so that traditional EEO counseling may continue.

If the Counselee raises additional claims after the case is assigned to counseling, the contractor shall notify the COR in writing within one business day of the additional claims.

If there is reason to believe that the matter will not be resolved or completed within the required 30 calendar days, the contractor shall obtain Counselee's approval on an Agreement to Extend EEO Counseling Form for a period not to exceed up to an additional 60 calendar days. The contractor shall obtain signatures of the Counselee and the contract EEO counselor on the Agreement to Extend EEO Counseling Form. The contractor shall submit this Agreement to the COR for approval by electronic mail no later than the 25th calendar day of counseling.

The contractor should identify and obtain from the Counselee documentation to support their claims, or obtain the necessary level of detail to formulate the claims of discrimination. For example, in a non-selection complaint, the contractor shall request the Counselee supply a copy of the vacancy announcement at issue, at a minimum. In instances where verifying information is necessary, the contractor shall request the Counselee supply such documentation, and include as an attachment to the Counselor's Report discussed below.

If the matter is not resolved within the 30th calendar day period (or approved period of extension), the contractor shall conduct the final interview with the Counselee on or before the 30th calendar day from when initial EEO contact occurred (or approved period of extension). Utilizing a Notice of Right to File a Formal Discrimination Complaint (NTRF) template provided by the COR, the contractor shall submit a draft NTRF to the COR for approval no later than seven (7) calendar days prior to the deadline to complete EEO counseling services. The contractor shall then submit the final NTRF within three (3) business days of receipt of approved draft NTRF from the COR. Upon approval by the COR, the contractor shall sign the NTRF and issue it to the Counselee within the 30 calendar day counseling period (or appropriate period of time prior to when the extension of time concludes). The contractor shall electronically submit (preferably through email) the NTRF to the Counselee and provide evidence that the NTRF was delivered to the Counselee via electronic mail (with delivery and read receipts, or an email affirmative response) for SBCR's records in order to establish compliance with applicable regulations. The NTRF shall advise the Counselee that if they wish to file a formal complaint of discrimination, the formal complaint shall be either emailed to the Director, SBCR, or electronically filed using e-file (Entellitrack), when available. The NTRF shall not include an option for hardcopy mailing of the formal complaint. If the Counselee is insistent on mailing in the formal complaint, the contractor shall immediately contact the COR.

If the matter could potentially be resolved during EEO counseling, the contractor shall prepare a statement of the proposed terms and conditions of the resolution (i.e., an EEO Settlement Summary of Terms) and email it to the COR for review. The COR will determine whether the settlement terms are appropriate and notify the contractor of approval and preparation of the settlement agreement for signature by the appropriate parties. The contractor has one calendar day from the date that the contractor obtained the consent of both parties for settlement terms. The contractor shall submit the final terms and conditions of the agreement by e-mail to the COR. If the COR has any questions about the terms, the COR will contact the contractor to resolve them, and the contractor shall resubmit the terms to the COR within three (3) business days of receipt unless the contractor receives approval from the COR for additional time, or if the deadline to conclude counseling comes before the three-day deadline. In this case, the deadline for the contractor to resubmit changes to the COR shall be no later than two (2) business days of receipt of changes from the COR.

In all cases, the contractor shall prepare an EEO Counselor's Report based on the information provided by the Counselee prior to going into ADR and during the final interview. In cases where ADR occurs, the Counseling Report shall also state that the Counselee participated in ADR, the date ADR was conducted, and that ADR was unsuccessful in resolving the matter. The EEO Counselor's Report shall include a thorough summary of the counseling, including interviews with the Counselee, management, and any witnesses (if applicable). The Counselor's Report shall also contain a listing of any documentation obtained during the counseling period and include copies as attachments. The format for the NTRF and Counseling Report will be provided by the COR, subsequent to award.

The contractor shall ensure that the Counseling Report includes, at a minimum, the following:

1. Clear statement of the Counselee's claim(s) and basis(es) addressed during counseling, including any claim(s) raised subsequent to the initial interview.
2. Clear statement of legitimate business explanation for the action or inaction, as explained by the Responsible Management Official (RMO).
3. List of relevant documents included as attachments to the Report, identified by a letter or number and source of the document.
4. Documents received during EEO Counseling (i.e., signed NTRF, signed Rights and Responsibilities Form, signed waiver of anonymity form, signed ADR election form, extensions from the Counselee, and any documents submitted by the Counselee or the RMO to the EEO Counselor. Documents shall be properly sanitized.
5. Information to determine timeliness of the claim(s) in the event a formal complaint is filed, to include the dates of each personnel action(s) or event(s) the Counselee alleges to be discriminatory.
6. A written explanation for the Counselee's delay in seeking counseling, if timeliness appears to be an issue.
7. A summary of the remedy requested by the Counselee.
8. An indication as to whether the Counselee is represented and whether the Counselee has utilized another process (i.e., a union grievance) to bring forth any allegations.
9. Summary of the inquiry and the contractor's efforts to resolve the matter.

The contractor shall submit a draft report within fifteen (15) calendar days from the conclusion of EEO counseling. The COR will provide any revisions to the contractor or approve the draft report within five (5) calendar days of receipt. The contractor shall then have five (5) calendar days to correct the revisions and issue a final Counselor's Report to the Counselee. The contractor shall provide evidence that the EEO Counselor's Report was delivered to the Counselee via electronic mail (with delivery and read receipts, or an email affirmative response) for SBCR's records in order to establish compliance with applicable regulations.

TASK 2 PREPARE INVESTIGATIVE PLAN IN PREPARATION FOR CONDUCTING EEO INVESTIGATIVE SERVICES

Prior to initiating an investigation as set forth in this task below, the contractor shall first develop an investigative plan (IP). The draft IP shall be submitted to the COR no later than five (5) calendar days after receipt of the Administrative File from the COR or the SBCR Point of Contact. The IP shall, at a minimum, contain the following:

1. General Information about the claim of discrimination, such as case number, names, and contact information for Complainant and his/her representative (if applicable), name and contact information for the Responsible Management Official(s), and contact information for the investigator.
2. A statement of the accepted claim(s) to be investigated.
3. The theory or theories of discrimination applicable to the accepted claim(s).
4. The model of analysis for each applicable theory of discrimination.
5. A list of proposed witnesses, with contact information, to be interviewed. This listing should include a brief statement providing some background or context as to why the investigator believes the witness should be interviewed.

6. A list of proposed questions for each witness (which can be set forth in the IP or already drafted in separate draft affidavits attached to the IP).
7. A list of proposed documents that should be collected, analyzed, and made part of the Report of Investigation (ROI).

The draft IP shall be submitted electronically to the COR and the SBCR Point of Contact (POC), who will then review the draft IP and return it to the contractor with track change edits. The contractor shall then accept the changes and contact the SBCR POC and COR if they have any questions or concerns regarding the changes to the IP. If the COR or SBCR POC did not previously provide a Letter of Authority to Investigate, the COR or SBCR POC will provide the document with the revised IP, or prior to the contractor contacting any witnesses.

Once the COR approves the IP, the contractor may proceed by first contacting Complainant (and his/her representative if applicable) to schedule an interview. The SBCR POC and/or COR will issue "witness letters" to the other approved witnesses, and the contractor shall not contact any witnesses until they have first received a copy of the witness letter from the SBCR POC and COR by electronic mail (i.e., which indicates that the witness letter has been served to the management witness). Copies of the Agency-issued witness letters shall be contained in the Report of Investigation, as explained below.

TASK 3 CONDUCT EEO INVESTIGATIVE SERVICES

The contractor shall conduct an investigation of discrimination, including "mixed case" complaints filed against the NRC by NRC employees and applicants for employment under various federal civil rights laws, such as Title VII, ADEA, Rehabilitation Act, GINA and the EPA.

The contractor shall conduct a thorough review of the circumstances under which the alleged discrimination occurred and prepare a Report of Investigation (ROI) that contains complete and legally sufficient information to determine the merits of the case and submit this to the COR. The ROI shall include a detailed summary of the information contained in the ROI. The investigation and ROI shall be completed within sixty (60) calendar days of the request by the COR to conduct an investigation and receipt by the contractor of the Administrative File. If the contractor requires additional time, the contractor shall contact the COR as soon as possible to request additional time and the reason additional time is requested. The contractor understands that the Agency must issue the ROI within 180 calendar days of the formal complaint being filed unless the complaint is amended, or Complainant agrees to extend the time to complete the investigation. If there is an extension, the Agency must issue the ROI within the appropriate deadline extension. Therefore, approval of the extension of time by the COR will depend on the NRC's ability to ensure that it timely issues the ROI.

The scope of the investigation will be determined by the type of complaint (class, individual harm, mixed case, joint or consolidated case), accepted issues and basis involved, and applicable EEO laws and theories of discrimination. If the complaint is amended to include an additional claim(s) after it is assigned to the contractor, the COR will provide the contractor with an amended acceptance/dismissal letter and request the investigation of the additional claim(s), prior to the contractor investigating the additional claims.

In performing this task, the contractor shall interview or submit an affidavit to the Complainant first to obtain an explanation and supporting documentation regarding the alleged discriminatory

employment decision(s) and/or action(s), names of suggested witnesses and an explanation of their direct or indirect role or knowledge of the events giving rise to the complaint, and where applicable, names of the individuals the Complainant believes were treated differently or more favorably under the same or similar circumstances. An investigation shall not proceed until the Complainant has executed a signed, sworn affidavit in support of the complaint unless otherwise approved by the COR. If the Complainant or a witness fails to submit a signed affidavit within the time specified in the written notice from the contractor, the matter shall be brought to the attention of the COR within one business day. The amount of time the Complainant or a witness is provided to respond to the contractor's written request will be determined by the investigator in coordination with the COR and SBCR's Civil Rights Specialist assigned as the point of contact (POC) to the contractor based on the circumstances involved, but the investigator must notify the POC about the length of time they provided to Complainant and/or witnesses.

The contractor, within their preference, may choose to either simply email the affidavits to witnesses for completion, or schedule telephonic/virtual interviews. The Agency does not require, nor encourage, in-person interviews be conducted. If the investigator prefers telephonic or virtual interviews, the contractor shall schedule witness interviews in advance (i.e., whereby the witnesses are able to prepare for the meetings) and advise the witnesses regarding the matter that will be discussed. The contractor must also stress the need for confidentiality amongst employees in the investigatory process. Upon request, the contractor may provide the list of questions to the witness in advance of the interview so that the witness may gather information in order to provide more detailed and thorough responses. The contractor understands that they are free to add follow up questions and use their judgement and experience to go beyond the scope of the questions approved in the IP, if or as necessary, to ensure that the investigation is thorough and legally sufficient. The contractor shall answer questions about the claims alleged and the investigative process. If the contractor is unable to answer questions to the satisfaction of the witness, the contractor shall refer the witness to the SBCR POC for additional information. The contractor shall interview each witness identified by the parties to the complaint or that are identified through the investigative process on the basis of their known or presumed ability to furnish material and relevant testimony necessary to determine jurisdiction or to decide the merits of the case. If the Complainant or other witnesses suggest additional individuals to be interviewed, the contractor shall obtain a brief description as to why the additional individual(s) should be interviewed. The contractor shall forward the information to the SBCR POC for a determination as to whether the individual(s) should be interviewed and provide the Agency the opportunity to issue witness letters. The contractor should supply a recommendation as to whether the additional individual(s) should or should not be interviewed. The contractor shall provide a justification memorandum to the ROI if witnesses approved by the Agency, or a key witness referenced in the affidavits and documents in the file, is not interviewed.

Prior to interviewing each witness, the contractor shall provide the a copy of the Letter of Authorization for review and signature. If the contractor is conducting a telephonic interview or virtual teleconference interview, then the contractor shall determine an appropriate means to establish their credentials and authority to investigate. The Letter advises the individual of the contractor's authority and explains their rights and responsibilities in the EEO investigation process. The contractor shall provide each witness with a reasonable amount of time (i.e., as mutually agreed to by the witness and investigator) to read the Letter and ask questions.

In conducting the interview, questions shall be posed to the witness in a clear and concise manner to obtain a proper response. The contractor shall also provide the witness with a reasonable amount of time (i.e., as mutually agreed to by the witness and investigator) to review the affidavit and make corrections or other changes before signing it. The witness may be provided access to documents they previously prepared or had access to, for the following reasons: to review them in order to provide accurate testimony; to verify the content or purpose of the document; to verify whether or not the document contains confidential information or is otherwise subject to the Privacy Act; and certify whether or not the document needs to be sanitized before including it in the report. The responses to the questions shall be stated in the affidavit in context so that the meaning is clear to the reviewer. The affidavit shall include the witness' protected status (race, age, disability, etc.) for each basis alleged in the accepted issues of the complaint. The investigator shall make clear to witnesses that they are not compelled to identify their disability, but simply whether they have one. Any identification of disability is strictly voluntary. A typed conforming copy of the affidavit shall be included in the record for any affidavit that is not legible and/or that contains numerous revisions by the witness. The contractor shall include an investigator's memorandum in the ROI to clarify any substantive revisions to the affidavit made by the Complainant or witness.

The affidavits with original signatures shall be contained in the original ROI. The witness shall only be given a copy of their own affidavit. The contractor shall not provide to witnesses any copies of other documents (such as the formal complaint, acceptance letter, etc.) without prior written approval of the COR and SBCR point of contact.

The investigator shall provide copies of the Responsible Management Official's affidavit to the Complainant for rebuttal opportunity. The investigator shall provide the Complainant's rebuttal response, including a declination of rebuttal, within the ROI.

If the parties agree to participate in ADR prior to completion of the investigation, the investigation may be suspended pending completion of the ADR process upon the determination of the COR. If the matter is resolved during ADR, the contractor will be notified to terminate the investigative process and if only 50% or less of the investigation is conducted the contractor shall bill as partial investigation. If more than 50% of the investigation is completed at time of investigation is terminated the contractor will be paid in full. If the matter is not resolved during ADR, the ADR process will be terminated and the case will be returned to the contractor to complete the investigation, if previously placed in abeyance.

In some instances, the contractor may be required to obtain documents to develop the ROI from various headquarters and regional offices. The contractor shall request specific documents through the SBCR point of contact and COR. In some cases, the COR will instruct the investigator that certain documents may or will be in the possession of the witness, and that the contractor shall specifically request certain documents from the witness. The contractor shall contact the COR for assistance if the contractor has a problem obtaining documents or scheduling witnesses.

Amendments

Pursuant to 29 CFR 1614 §106(d), a complainant may amend a pending EEO complaint to add claims that are alike or related to those claim(s) raised in the pending complaint. If the NRC decides to investigate the new allegations as an amendment of the ongoing investigation, the

COR shall contact the contractor. Amendments received by the contractor prior to the draft approval will be at the price stated herein with the applicable extension of timelines. Each Amendment received by the contractor after the draft ROI has been approved by the NRC will be completed at the supplemental price as stated herein with the applicable extension of timelines. If a complaint is amended, the contractor shall have an additional 45 days or other time frame mutually agreed to by the COR, from the NRC's acceptance of the amendment to complete the investigation each time the pending complaint is amended.

Consolidations

Pursuant to 29 CFR 1614.606 the agency shall consolidate two or more complaints filed by the same complainant and may consolidate complaints filed by two or more complainants if the complaints consist of substantially the same allegations of discrimination or harassment or relate to the same matter. If the NRC decides to investigate the new allegations as a consolidation of the ongoing investigation, the COR shall contact the contractor. Consolidations received by the contractor prior to the draft approval will be at the price stated herein with the applicable extension of timelines. Each consolidation received by the contractor after the draft ROI has been approved by the NRC will be completed at the supplemental price as stated herein with the applicable extension of timelines. If a pending complaint is consolidated the contractor shall have an additional 45 calendar days or other time frame mutually agreed to by the COR, from the NRC's acceptance of the consolidation to complete the investigation each time the pending complaint is subject to an additional consolidation claim.

Mixed cases

A "mixed case complaint" is a complaint of employment discrimination based on race, color, religion, sex, national origin, age, disability, genetic information, or reprisal stemming from an action that may be appealed to the Merit Systems Protection Board. The contractor shall complete mixed case investigations within fifty (50) calendar days of the date of the case assignment. The agency agrees to refrain from amending or consolidating non-mixed case claims with mixed case claims, and the deadline set forth above can be modified under extenuating circumstances with approval of the COR.

Supplemental Investigations

If a complaint is remanded from any authority of the EEOC or the NRC believes there is a need for a supplemental investigation, the contractor shall perform the supplemental investigation upon request by the COR. The delivery date for the supplemental Report of Investigation will be determined by mutual agreement between the contractor and COR. Within ten (10) business days of NRC's receipt of the supplemental ROI, the contractor will receive any comments from the COR or SBCR POC regarding the quality of report and any required modifications. In cases of modification, the contractor shall make the changes at no additional cost and forward the revised report to the COR and SBCR POC within ten (10) business days of receipt of the COR's or SBCR POC's comments. The supplemental ROI shall be marked Supplemental Investigation. If feedback regarding the draft ROI is not provided to the contractor within fifteen (15) business days after receipt of the draft ROI, the contractor may at its discretion consider the draft report approved and proceed to finalize the ROI, submit it to the NRC as accepted and appropriate for billing.

Expedited Investigations

Expedited investigations shall be conducted in the same manner as described in Task 2 and 3, only within a shorter period of time. The investigation and ROI shall be completed thirty (30) calendar days of approval by the COR to conduct an investigation and receipt by the contractor of the Administrative File.

The Deliverable is for a ROI to be prepared and delivered in accordance with the quality standards contained in this SOW. The ROI shall be sufficient to allow an independent trier of fact to adjudicate the charges of discrimination using the ROI as the sole source of evidence available to make a final decision, including a determination of any appropriate remedy. The report must also contain adequate descriptions and explanations to allow those not familiar with NRC and its employment practices to understand the results of the investigation using only the report as their source of information.

The contractor shall provide an ROI, which contains the following (as explained in further detail below):

1. An investigative summary as prepared by the investigator
2. All testimonial evidence (all signed and sworn affidavits); accompanying signed Letter of Authorization to investigate
3. Copies of the signed witness letters issued to witnesses by Agency
4. All documentary evidence collected (and appropriately sanitized)
5. Any notes to the file by the contractor
6. Any other relevant additional information (i.e., disputes documented over official time requests; resolution of spin-off inquiries, etc.)

To avoid compromising the privacy of individuals identified for comparison, the contractor shall redact names, addresses, telephone numbers, social security numbers and other personal information from documents that are not required to decide the merits of the case. On those documents, the individual shall be referenced by a letter or number code and the specific protected basis(es) (Ex. Candidate A, Race - Asian). The basis(es) and identifying code assigned to each comparative shall be used consistently throughout the ROI and in the table of exhibits. The contractor shall also provide a key as a separate document, identifying the individuals by their name and assigned letter or number code. The source of each document included in the ROI shall be identified in the table of exhibits. For all parties and witnesses in the complaint, where age is alleged, the day of an individual's birthdate shall be redacted, leaving only the birth month and year.

Prior to including a document in the ROI, the contractor shall ensure that the source of the document has been correctly identified, the document is accurate, any knowledge of tampering with the original that may not be apparent from the copies in the ROI has been noted, the documents have been properly sanitized, and questions regarding confidentiality have been resolved. The contractor shall immediately notify the COR if the contractor receives documents marked "Confidential," "Sensitive," or "for NRC Use Only" from Complainants or witnesses. The contractor shall obtain permission from the COR before including such marked documents in the ROI. The contractor shall ensure that an explanation of abbreviations and codes included on documents is included in the ROI.

The completed ROI shall include all affidavits and documentary evidence that are relevant to the

accepted issue(s) and basis(es) of the complaint. The ROI shall also include a detailed but succinct summary analysis of the evidence contained in the ROI. The contractor shall only include information in the ROI that is relevant to the accepted issue(s) and basis(es) alleged and that is necessary to decide the merits of the case. The contractor shall forward any information received but not included in the ROI to the COR for appropriate action. The contractor shall not make a recommendation regarding the merits of the complaint. Two copies, one sanitized and one not, both in Adobe Acrobat (.pdf) format, of the completed report shall be forwarded to the COR within sixty (60) calendar days of receipt of the letters of authority to investigate and accompanying Administrative File. The contractor shall also provide an editable copy of the Investigative Summary in Microsoft Word.

The content and format of the ROI shall be in accordance with EEOC Management Directive-110 (MD-110) and the specific requirements described herein. Reports shall be assembled using sections described below.

The Report of Investigation shall be arranged as follows:

Title Page

Standard contractor ROI format and content.

1) “Formal Complaint”

The contractor shall include the written and signed complaint document that allowed the investigation to proceed to the next step within the process.

2) “Counselor’s Report” and Other Pre-complaint Documents

The contractor shall include all documents and correspondence collected from the Counselor during the pre-complaint process. The contractor shall include a notice of right to file a formal complaint which was issued to the complainant at the conclusion of pre-complaint counseling.

3) “Claims to be Investigated”

The contractor shall include the Letter of Acceptance (or Partial), which shall contain the scope of the issues to be investigated. Copies of any other documents bearing delineation of the claims, including any Requests for Additional Information, shall also be included. If there is a Notice of Late Investigation (180-Day Letter) issued by the Agency, it shall be contained in this section.

4) “Settlement Agreements”

The contractor shall include any documented attempts at resolution; including any settlement agreement reached on any aspect of the complaint; however, documentation shall not include the substance of such attempts.

5) “Appellate Activity”

The contractor shall include any documentation of appellate activity and any decisions affecting the processing of the complaint.

6) “Investigative Summary”

The contractor shall list the contents of the file except where the section clearly identifies the contents. Documents under each section shall be numbered as shown in the sample ROI and include the party who supplied the document. The index shall include a list of the affidavits obtained, with basic information regarding the affiant. The Index shall also list and identify all

exhibits and include the number of pages each exhibit contains.

The contractor shall include a well-written analysis that contains an overview of the evidence that the Investigator gathered. Each claim must be separately identified in the Summary and include a synopsis of relevant affidavit testimony and evidence. The Summary shall assist the reader, by providing an overview of the alleged harassment and the Agency's response to it. Claims for compensatory damages must also be listed and identified. The Summary shall assist the reader of the ROI by providing an overview of the claim of discrimination and the Agency's response to it. When applicable, the Summary shall present a synopsis of comparative data, clearly identified.

The Summary must include a disclaimer stating, "The Investigator's Summary and Table of Contents are merely a summary or listing of the evidence. The Investigator's Summary and Table of Contents themselves do not have any evidentiary value. The evidence in this Report of Investigation consists of all affidavits and documents provided by the parties." The Summary must be signed and dated by the Investigator.

7) "Affidavits Subtabs (A-E)"

The contractor shall include all affidavits collected from the Complainants and the witnesses, even if irrelevant to the issue under investigation. The affidavits shall be arranged in logical order, electronically bookmarked individually, with the Complainant's affidavit always found at Section A. Where affidavits are obtained via mail, the list of questions sent to the affiant must be included with the affidavit. If efforts to obtain an affidavit from the Complainant are not successful, documentation regarding those efforts must be placed where Affidavit A would otherwise be found. If efforts to obtain affidavits from management officials or other witnesses are not successful, such efforts must be included behind other affidavit separators and identified in the ROI. Each affidavit must be independently numbered and identified, e.g. "Affidavit A, page 2 of 7."

8) "Exhibits subtabs (A-E)"

The contractor shall include all relevant documents that were gathered throughout the investigation, in logical order, behind individual separators. Each exhibit must be identified and independently numbered, e.g. "Exhibit 1, page 1 of 1" including documentation related to the settlement, withdrawal or dismissal of the case, if applicable.

9) "Pre-hearing Submissions"

The contractor shall include any pre-hearing submissions, including those relevant to summary judgement, and all discovery documentation, motions, orders, exhibits, and transcripts. All must be individually bookmarked.

10) "Administrative Hearing"

The contractor shall include all submissions from an administrative hearing, including motions, exhibits, and transcripts. All must be individually bookmarked.

11) "Final Agency Action"

The contractor shall include any documentation related to the Final Agency Action and related service of the parties.

12) "Tab "Miscellaneous Correspondence"

The contractor shall include all relevant miscellaneous correspondence, including such documents as the Assignment Letter, Authorization Letter, the Agency's issued witness letters, and the contractor's Agreement to Extend 180-Day Investigative Process.

If the investigation does not contain documents within a specific section (example – Section 4, settlement documentation), the contractor shall simply skip that section but continue with the numbering of sections as outlined above and in accordance with MD-110.

The Final ROI shall be electronically maintained in accordance with MD-110. The ROI must have:

- 1) The file shall run through Optical Character Recognition (OCR) so that it is a searchable document and in compliance with Section 508 of the Rehabilitation Act.
- 2) Digital bookmarks (as described above) identifying key documents, exhibits, and sections of the file.
- 3) Bates-numbered, in chronological order throughout the ROI, for easy citation.

TASK 4 PERFORM EEO MEDIATION SERVICES

The contractor shall provide a certified mediator to mediate a dispute between an Counselee or Complainant and the NRC. Services shall be rendered on an hourly basis. The contractor shall block potential mediation session for a four-hour block of time and notify the COR of their availability for the session. The mediation session will be scheduled by the ADR Coordinator, in conjunction with the COR. The mediation may be held in-person or through virtual teleconference, using an Agency approved platform (ex. Microsoft Teams). A mediation session can conclude at any time, and may also be extended with the approval of the parties to the mediation. If additional mediation sessions are agreed by the parties, then the mediator shall inform the COR of the need for additional mediation services and obtain COR approval before conducting the additional sessions. In all cases, the mediator shall track the amount of time spent in mediation in order to provide documentation of the services rendered under the contract.

The contractor shall prepare a summary report (Report of Mediation) documenting the following with respect to the mediation:

1. The parties involved in the mediation. Include names, titles, telephone, and email contact information.
2. The date, time, and location of the mediation
3. A brief summary of the purpose of the mediation
4. A brief summary of the outcome of the mediation

The contractor shall submit the Report of Mediation within ten (10) calendar days of the last mediation session.

TASK 5 PREPARE LETTER OF ACCEPTANCE/DISMISSAL AND FINAL AGENCY DECISIONS

If applicable and when directed by the COR, the contractor shall prepare a letter of acceptance/dismissal, or Final Agency Decisions, and/or other formal processing documents. For Accept/Dismiss documents, the COR will provide the contractor with the Administrative File

containing, among other things, the formal EEO complaint, the Counselor's Report, and any other relevant documents necessary for the contractor to analyze prior to issuing a letter of acceptance and/or dismissal. For Final Agency Decisions, the COR will supply to the contractor a copy of the Report of Investigation, as well as any supplemental comments/rebuttals supplied by Complainant. Subsequent to award, the COR will also provide the contractor with an NRC template for drafting the acceptance/dismissal letter and Final Agency Decisions.

The contractor shall prepare a draft letter of acceptance/dismissal for a single case or a consolidated case and submit within fourteen (14) calendar days of receipt of the Administrative File to the COR. Following the template provided, the letter shall clearly identify: (1) the basis and allegations of discrimination at issue, (2) the relevant parties, and (3) clearly articulated legal analysis as reasons for procedural dismissal. The contractor shall then prepare the final letter of acceptance/dismissal within three (3) calendar days of receipt of COR's suggested changes. The contractor shall submit this final letter to the COR, who will be responsible for issuing the document.

The contractor shall prepare and submit a draft Final Agency Decision for a single case or a consolidated case within thirty (30) calendar days of receipt of the Report of Investigation and any supplemental documentation to the COR analyzing the complaint on the merits and make a determination as to whether discrimination occurred. Using the template provided, the contractor must outline the facts of the complaint, relevant legal authorities, and provide in depth analysis as to the merit of the complaint. The contractor shall then prepare the Final Agency Decision within five (5) calendar days of receipt of the COR's suggested changes. The contractor shall submit the Decision to the COR. The NRC will be responsible for issuing the document.

Expedited Final Agency Decision

An expedited Final Agency Decisions shall be conducted in the same manner as described above, only within a shorter period of time. The contractor shall prepare and submit a draft Final Agency Decision within fifteen (15) calendar days of receipt of the Report of Investigation and any supplemental documentation to the COR analyzing the complaint on the merits and make a determination as to whether discrimination occurred. Using the template provided, the contractor must outline the facts of the complaint, relevant legal authorities, and provide in depth analysis as to the merit of the complaint. The contractor shall then prepare the Final Agency Decision within five (5) calendar days of receipt of the COR's suggested changes. The contractor shall submit the Decision to the COR. The NRC will be responsible for issuing the document.

4. Labor Categories and Key Personnel

Requirements and Key Personnel. Personnel working under this contact/order shall meet the minimum requirements for experience and education, as follows:

Project Manager: The contractor shall provide a project manager to oversee the effort and ensure the timely submittal of accurate and complete deliverables. The Project Manager shall have a minimum of 5 years experience in managing projects similar in size and complexity of this procurement.

EEO Counselors

- Certified by EEOC (or other appropriate body) as having completed 32-hour EEO Counselor Training for new EEO Counselors and all annual 8-hour refresher training courses.
- Five or more years of experience with EEO laws, rules and regulations related to the Federal Sector EEO Process (e.g., 29 CFR Part 1614, MD-110, Title VII of the Civil Rights Act of 1964, The Rehabilitation Act of 1973, as amended, the Age Discrimination in Employment Act, as amended, and the Genetic Information Non-Discrimination Act).

EEO Investigators

- Certified by EEOC (or other appropriate body) as having completed 32-hour EEO Investigator Training for new EEO Investigators and all annual 8-hour refresher training courses.
- Five or more years of experience with EEO laws, rules and regulations related to the Federal Sector EEO Process (e.g., 29 CFR Part 1614, MD-110, Title VII of the Civil Rights Act of 1964, The Rehabilitation Act of 1973, as amended, the Age Discrimination in Employment Act, as amended, and the Genetic Information Non-Discrimination Act).

EEO Mediators

- Certified by EEOC (or other appropriate body) as having completed a mediation training course.
- Five or more years of experience with EEO laws, rules and regulations related to the Federal Sector EEO Process (e.g., 29 CFR Part 1614, MD-110, Title VII of the Civil Rights Act of 1964, The Rehabilitation Act of 1973, as amended, the Age Discrimination in Employment Act, as amended, and the Genetic Information Non-Discrimination Act).

Final Agency Decision Writers/Document Drafters

- Five or more years of experience with EEO laws, rules, and regulations related to the Federal Sector EEO Process (e.g., 29 CFR Part 1614, MD-110, Title VII of the Civil Rights Act of 1964, The Rehabilitation Act of 1973, as amended, the Age Discrimination in Employment Act, as amended, the Genetic Information Non-Discrimination Act).
- Law degree or paralegal certification preferred, but not required.

5. Reporting Requirements

Weekly Status Report

The contractor shall provide a Weekly Status Report to the COR during the period of performance for EEO services rendered. This report will contain the status of contractor progress in achieving tasks and producing deliverables. The report shall include contract summary information, ongoing work during the specified period, milestone schedule information, problem resolution, labor hours worked for EEO Counselings and Mediations, and any other

relevant information about the open tasks for consideration by the COR. If no work is performed, the contractor shall submit a email that states no work has been performed during the specified period. Issues shall not wait to be reported on this report, they shall be brought to the CORs attention immediately.

Monthly Letter Status Report

The Contractor shall also provide a Monthly Letter Status Report (MLSR). The contractor shall refer to Attachment 1 for the MLSR instructions and sample template. No EEO specific information shall be included in the MLSR. If EEO specific information is required to complete an MLSR Section, the contractor shall submit the MLSR Section separately to the COR only.

The shall be provided to the COR and CS electronically by the 20th of following month. If no work was performed during the prior month, the Contractor shall not prepare and submit an MLSR.

6. List of Deliverables

The Contractor shall submit electronically contract deliverables as summarized in the following table.

Task Number	Deliverable Description	Due Date	Format	Submit to
N/A	Kickoff Meeting Summary	Within fourteen (14) calendar days of the meeting	Word document	COR
1	Draft NTRF for COR approval	No later than seven (7) calendar days prior to the deadline to complete EEO counseling services	Word document	COR
1	Final NTRF for COR approval	Within three (3) business days of receipt of approved draft NTRF from the COR	Word document	COR
1	Draft EEO Counseling Report	Within fifteen (15) calendar days from the conclusion of EEO counseling	Word document	COR
1	Final EEO Counseling Report	Within five (5) business days of receipt of COR changes to the Draft Counseling Report	Word document	COR
1, 4	EEO Settlement Summary of Terms (if applicable, when settlement is reached)	Within one (1) calendar day from the date of obtaining consent from both parties for settlement Terms	Email	COR

1, 4	EEO Settlement Summary of Terms, incorporating COR's changes (if applicable)	<p>Within three (3) business days of receipt of COR's changes unless the contractor receives approval from the COR for additional time</p> <p>If deadline to conclude counseling services comes before the three-business days, No later than two (2) business days of receipt of COR's changes</p>	Email	COR
2	Draft Investigative Plan	Within five (5) calendar days from receipt of the Administrative File	Word document	COR
3	<p>EEO Investigations – Report of Investigation</p> <p>EEO Investigation with Amendment(s) to EEO Compliant Report of Investigation</p> <p>EEO Investigation with Consolidated Complaints Report of Investigation</p>	<p>Within 60 calendar days of receipt of request from COR to investigate and receipt of the Administrative File</p> <p>Additional 45 calendar days from the NRC's acceptance of the amendment to complete the investigation each time the pending complaint is amended, or other time frame mutually agreed to by the COR</p> <p>Additional 45 calendar days from the NRC's Acceptance of the consolidation for each additional consolidation claim, or other time frame mutually agreed to by the COR.</p>	Word document (Investigative Summary) and 2 Adobe Acrobat copies of complete Report – 1 redacted, 1 original	COR
3	EEO Investigations – Report of Investigation (Mixed-Cases)	Within 50 calendar days of the date of case assignment	Word document (Investigative Summary) and 2 Adobe Acrobat copies of complete Report – 1 redacted, 1 original	COR
3	EEO Investigation	To Be Determined by mutual	Word	COR

	Supplemental Investigation Report of Investigation	agreement between the Contractor and COR	document (Investigative Summary) and 2 Adobe Acrobat copies of complete Report – 1 redacted, 1 original	
3	EEO Investigations – Expedited Report of Investigation	30 Calendar Days of receipt of request from COR to Investigate and Administrative File	Word document (Investigative Summary) and 2 Adobe Acrobat copies of complete Report – 1 redacted, 1 original	COR
4	EEO Mediation – Report of Mediation	Within ten (10) calendar days of the last mediation session	Word document	COR
5	Draft Acceptance/Dismissal Letter/other formal processing documents	Within fourteen (14) calendar days of receipt of the Administrative File	Word document	COR
5	Final Acceptance/Dismissal Letter/other formal processing documents	Within three (3) calendar days of receipt of changes from the COR on the Draft Acceptance/Dismissal Letter	Word document	COR
5	Draft Final Agency Decision	Within thirty (30) calendar days of receipt of Report of Investigation and any supplemental documentation	Word document	COR
	Draft Final Agency Decision Expedited	Within fifteen (15) calendar days of receipt of Report of Investigation and any supplemental documentation		
5	Final Agency Decision	Within five (5) calendar days of	Word	COR

		receipt of changes from the COR on the draft Final Agency Decision	document	
1-5	Weekly Status Report	Weekly	Word document	COR
1-5	Monthly Letter Status Report	NLT 20 th day of the following month	Word document	COR/CS

7. Release of Publications

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

8. Place of Performance

The work to be performed under this contract will be primarily performed at the contractor's place of business, through electronic means (email, virtual teleconference, telephone). There may be opportunities where in-person services are needed, which will primarily be held at either NRC's headquarters or regional facility (i.e., for mediation).

9. Hours of Operation (On-site or Contacting)

Any services that are to be performed on-site at NRC facilities would occur between the hours of 8:00 am Eastern Standard (or Daylight) Time and 6:00 pm Eastern Standard (or Daylight) Time, Monday thru Friday.

The contractor shall only contact the counselee or witness during the hours of 8:00 am Eastern Standard (or Daylight) Time and 6:00 pm Eastern Standard (or Daylight) Time, Monday thru Friday, unless approved otherwise by the COR in writing.

10. Contractor Travel

EEO mediations may require local travel within the Washington, D.C. metropolitan area and the areas surrounding NRC's four regional offices, or long-distance travel to those areas. The contractor shall submit any request for long distance travel, to the COR, within five (5) business days of receipt of the counseling or investigative assignment and prior to any scheduled travel. The Travel Request, at a minimum, shall contain the following: the date(s) and location(s) of the counseling or mediation, the proposed number of individuals to be interviewed (in cases involving counseling, mediation), the estimated cost for travel, hotel, and rental car and, any other expenses that may be incurred in connection with the counseling, mediation or investigation inquiry.

All travel shall take place in accordance with Federal Travel Regulations and the limitation of funds specified in the contract. To minimize travel expenses, the contractor shall make every effort to assign an EEO mediator that is located within the state where the major portion of the services is to be conducted. All travel requires written approval from the COR.

Travel will be reimbursed in accordance with FAR 31.205-46, "Travel costs" and the General Services Administration's Federal Travel Regulations at:

<http://www.gsa.gov/portal/content/104790>

11. Data Rights

The NRC shall have unlimited rights to and ownership of all deliverables provided under this contract/order, including reports, recommendations, briefings, work plans and all other deliverables. All documents and materials produced under this contract/order are the property of the Government with all rights and privileges of ownership/copyright belonging exclusively to the Government. These documents and materials may not be used or sold by the Contractor without prior written authorization from the CO. All materials supplied to the Government shall be the sole property of the Government and may not be used for any other purpose. This right does not abrogate any other Government rights.

12. Section 508 – Information and Communication Technology Accessibility

12.1 Introduction

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

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

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

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

12.2 General Requirements

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

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

12.3 Applicable Provisions of the Revised 508 Standards

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

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

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

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

12.4 Exceptions

12.4.1 Legacy ICT

Unless a deliverable of this contract/order is identified in this contract/order as Legacy ICT, use by the Contractor of the *Legacy ICT* general exception (section E202.2 of 36 CFR § 1194) shall only be permitted on a case-by-case basis for applicable legacy ICT and with advance written approval from the COR.

12.4.2 Undue Burden

The *Undue Burden* general exception (section E202.6 of 36 CFR § 1194) is not expected to be applicable to work performed by the Contractor. If there are questions about potential application of this exception please discuss with the CO.

12.4.3 Fundamental Alteration or Best Meets

If the Contractor wishes to use the *Fundamental Alteration* (section E202.6 of 36 CFR § 1194) or *Best Meets* (section E202.7 of 36 CFR § 1194) general exceptions the Contractor shall do the following:

1. provide the COR with information necessary to support the agency's documentation requirements, as identified in sections E202.6.2 and E202.7.1 of 36 CFR § 1194, respectively
2. request and obtain written approval from the COR for development and/or use, as applicable to the scope of the contract/order, of an alternative means for providing individuals with disabilities access to and use of the information and data, as specified in sections E202.6.3 and E202.7.2 of 36 CFR § 1194, respectively.

12.4.4 National Security Systems

Based on the definition at [40 U.S.C. 11103\(a\)](#), the *National Security Systems* general exception (section E202.3 of 36 CFR § 1194) is not applicable to this contract/order.

12.4.5 ICT Functions Located in Maintenance or Monitoring Spaces

The Contractor shall confirm with the COR that an ICT deliverable of this contract/order will be located in maintenance or monitoring spaces before assuming that the *ICT Functions Located in Maintenance or Monitoring Spaces* general exception (section E202.5 of 36 CFR § 1194) applies.

Note that this exception does not apply to features of the ICT (such as Web interfaces) that can be accessed remotely, outside the maintenance or monitoring space where the ICT is located.

12.5 Additional Requirements

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

If and when 1) the Contractor is dependent upon NRC policies, procedures, tools and/or ICT infrastructure for Revised-508-Standards-conformant delivery of any of the products or services under this acquisition, and 2) the Contractor is aware that conformance of products or services

will be negatively impacted by capability gaps in NRC policies, procedures, tools and/or ICT infrastructure, the Contractor shall inform the COR so that the NRC can both be aware and take corrective action.

12.5.2 Accessibility of Electronic Content

For electronic content (as defined in section E103 of 36 CFR § 1194) deliverables of this contract/order:

1. If a deliverable is in the form of an Adobe Portable Document Format (PDF) file and is either *Public Facing* or *Agency Official Communication* (as defined in sections E103 and E205.3 of 36 CFR § 1194, respectively) the Contractor shall ensure that it conforms to both section E205.4 of 36 CFR § 1194 and ISO 14289-1 (PDF/UA-1).
2. Unless the Contractor requests and obtains advance written approval from the COR for a specific deliverable or class of deliverables, the contractor shall ensure that:
 - a. deliverables that are not *Public Facing* and not *Agency Official Communication* (as defined in sections E103 and E205.3 of 36 CFR § 1194, respectively) shall conform to section E205.4 of 36 CFR § 1194
 - b. deliverables that are in the form of PDF files, are not *Public Facing* and are not *Agency Official Communication* (as defined in sections E103 and E205.3 of 36 CFR § 1194, respectively) shall conform to section E205.4 of 36 CFR § 1194 and ISO 14289-1 (PDF/UA-1).

12.5.3 Other

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

If and when the Contractor provides custom ICT development services pursuant to this acquisition, the Contractor shall ensure the ICT products and services fully support the applicable provisions of the Revised 508 Standards prior to delivery and before final acceptance. If and when the Contractor provides installation, configuration or integration services for ICT products (equipment and/or software) pursuant to this acquisition, the Contractor shall not install, configure or integrate the ICT equipment and software in a way that reduces the level of conformance with the applicable provisions of the Revised 508 Standards.

If and when the scope of this contract/order includes work by the Contractor to collect, directly from NRC employees or the Public, requirements for the procurement, development, maintenance or use of ICT the Contractor shall identify the needs of users with disabilities in conformance to section E203.2.

12.6 ICT Accessibility Deliverables

The Contractor shall provide the following ICT accessibility deliverables, when within the scope of this contract/order.

12.6.1 Accessibility Conformance Report (ACR)

This report shall be submitted for ICT products, systems or application deliverables. A written ACR shall be based on the Voluntary Product Accessibility Template (VPAT), as specified at <https://www.itic.org/policy/accessibility/vpat> or provide equivalent information. This report has the purpose to document the state of conformance to the Revised 508 Standards for the subject product, system or application.

12.6.2 Supplemental Accessibility Report (SAR)

This report shall be submitted for ICT products, systems or application deliverables that have been custom developed or integrated by the Contractor to meet contract/order requirements. A written SAR shall contain:

- a) Description of evaluation methods used to produce the ACR, to demonstrate due diligence in supporting conformance claims;
- b) Information on core functions that can't be used by persons with disabilities; and,
- c) Information on how to configure and install the ICT item to support accessibility

12.6.3 ICT Support Documentation

This documentation shall be submitted for ICT products, systems or application deliverables. The support documentation shall include:

- a) Documentation of features that help achieve accessibility and compatibility with assistive technology for persons with disabilities (as required by section 602 of 36 CFR § 1194);
- b) For authoring tools that generate content (documents, reports, videos, multimedia, web content, etc.): Information on how the tool enables the creation of accessible electronic content that conforms to the Revised 508 Standards (see section 504 of 36 CFR § 1194), including the range of accessible user interface elements the tool can create;
- c) For platform software (as defined in section E103.4 of 36 CFR § 1194) and software tools that are provided by a platform developer: Documentation on the set of accessibility services that support applications running on the platform to interoperate with assistive technology, as required by section 502.3 of 36 CFR § 1194.

12.6.4 ICT Support Documentation (Alternate Formats)

Upon request, alternate formats for non-electronic support documentation shall be provided (as required by section 602.4 of 36 CFR § 1194).

12.6.5 Document Accessibility Checklist

This checklist shall be submitted for ICT electronic content deliverables that are documents (as defined in section E103 of 36 CFR § 1194), if the requirement is specified elsewhere in this acquisition that testing be performed. A completed checklist summarising the subject

document's state of conformance to the applicable WCAG 2.0 Level A and AA Success Criteria (as referenced in section E205.4 and 702.10 of 36 CFR § 1194) and, for PDF files, ISO 14289-1 (PDF/UA-1).

12.6.6 Communication to ICT Users

When the Contractor is providing ICT support services (including, but not limited to help desks, call centers, training services, and automated self-service technical support), any communication to ICT users shall accommodate the communication needs of individuals with disabilities (see section 603.3 of 36 CFR § 1194) and include information on accessibility and compatibility features (see 603.2 of 36 CFR § 1194).

13. Security Requirements

The work under this contract involves the use of *Sensitive Unclassified Non-Safeguards Information (SUNSI). One of the categories of information defined under SUNSI that will be applicable to this contract is Sensitive Personally Identifiable Information (PII). The National Institute of Standards and Technology (NIST) defines PII as any representation of information that permits the identity of an individual to whom the information applies to be reasonably inferred by either direct or indirect means ([NIST Definition - PII](#)). Some examples of PII are date of birth, social security number, race, and geographic indicators. The contractors must take precautions when handling SUNSI and only those with a need-to know shall be granted access to this type of information.

Anyone who needs access (both passive and / or direct) to SUNSI must be approved by the COR and have been granted an NRC approved IT Level II access request before they will be allowed to access SUNSI.

The contractor shall maintain SUNSI in a manner that will prevent inadvertent or unauthorized disclosures to this sensitive information. For example:

- Do not leave SUNSI in open view of others, either on your desk or computer screen.
- Use an opaque envelope when transmitting SUNSI through the mail.
- Secure paper records in a locked file drawer and electronic records in a password protected or restricted access file.
- Do not place or store SUNSI on a shared network drive unless access controls are applied so only people that have been approved to access the SUNSI can access the information.
- Ensure SUNSI is only encrypted using NIST Federal Information Processing Standard (FIPS) 140 validated encryption. This includes both the encryption module and algorithm used to protect SUNSI.
- Ensure NIST FIPS 140 validated encryption is used whenever SUNSI is stored or transmitted.

*SUNSI is currently used however NRC will be transitioning to Controlled Unclassified Information (CUI) by September 2022.

C - Contract Clauses

NRC Local Clauses Incorporated by Full Text

C.1 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.

C.2 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 Small Business and Civil Rights (SBCR), under Contract/order number 31310022C0009.

C.3 INSPECTION AND ACCEPTANCE BY THE NRC (SEP 2013)

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

C.4 PLACE OF DELIVERY-REPORTS

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

a. Contracting Officer Representative:

Refer to Section C.20 2052.215-71 CONTRACTING OFFICER REPRESENTATIVE AUTHORITY. (OCT 1999)

b. Contracting Officer (CO):

Electronic Copy of the Monthly Letter Status Report Only

C.5 PERIOD OF PERFORMANCE ALTERNATE IV

The ordering period for this contract shall commence on April 4, 2022 and will expire on April 3, 2023. Any orders issued during this period shall be completed within the time specified in the order, unless otherwise specified herein. (See 52.216-18 - Ordering.) The term of this contract

may be extended at the option of the Government for an additional four, one (1)-year option periods.

Base Period: April 4, 2022 - April 3, 2023

Option Period(s): Option Period One: April 4, 2023 - April 3, 2024; Option Period Two: April 4, 2024- April 3, 2025; Option Period Three: April 4, 2025 - April 3, 2026; Option Period Four: April 4, 2026 – April 3, 2027

C.6 REGISTRATION IN FEDCONNECT® (MAY 2021)

The Nuclear Regulatory Commission (NRC) uses Unison Software Inc.'s 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. Vendors/contractors shall use FedConnect for the submission of responses to solicitations, acknowledgment of receipt of award and modification documents; and may be required to submit monthly letter status reports and other deliverables through FedConnect as well. Please see Section C of this award for details regarding submission of deliverables.

Therefore, in order to do business with the NRC, vendors and contractors shall register to use FedConnect at <https://www.fedconnect.net/FedConnect>. The individual registering in FedConnect shall have authority to bind the vendor/contractor. There is no charge for using FedConnect. Assistance with FedConnect is provided by Unison, not the NRC. FedConnect contact and assistance information is provided on the FedConnect web site.

C.7 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.

C.8 SECURITY REQUIREMENTS FOR INFORMATION TECHNOLOGY LEVEL I OR LEVEL II ACCESS APPROVAL (JUL 2016)

The contractor must identify all individuals selected to work under this contract. The NRC Contracting Officer's Representative (COR) shall make the final determination of the level, if any, of IT access approval required for all individuals working under this contract/order using the following guidance. The Government shall have full and complete control and discretion over granting, denying, withholding, or terminating IT access approvals for contractor personnel performing work under this contract/order.

The contractor shall conduct a preliminary security interview or review for each employee requiring IT level I or II access and submit to the Government only the names of candidates that have a reasonable probability of obtaining the level of IT access approval for which the employee has been proposed. The contractor shall pre-screen its applicants for the following:

(a) felony arrest in the last seven (7) years; (b) alcohol related arrest within the last five (5) years; (c) record of any military courts-martial convictions in the past ten (10) years; (d) illegal use of narcotics or other controlled substances possession in the past year, or illegal purchase, production, transfer, or distribution of narcotics or other controlled substances in the last seven (7) years; and (e) delinquency on any federal debts or bankruptcy in the last seven (7) years.

The contractor shall make a written record of its pre-screening interview or review (including any information to mitigate the responses to items listed in (a) - (e)), and have the employee verify the pre-screening record or review, sign and date it. The contractor shall supply two (2) copies of the signed contractor's pre-screening record or review to the NRC Contracting Officer's Representative (COR), who will then provide them to the NRC Office of Administration, Division of Facilities and Security, Personnel Security Branch with the employee's completed IT access application package.

The contractor shall further ensure that its personnel complete all IT access approval security applications required by this clause within fourteen (14) calendar days of notification by the NRC Contracting Officer's Representative (COR) of initiation of the application process. Timely receipt of properly completed records of the pre-screening record and IT access approval applications (submitted for candidates that have a reasonable probability of obtaining the level of security assurance necessary for access to NRC's IT systems/data) is a requirement of this contract/order. Failure of the contractor to comply with this requirement may be a basis to terminate the contract/order for cause, or to offset from the contract's invoiced cost or price the NRC's incurred costs or delays as a result of inadequate pre-screening by the contractor.

SECURITY REQUIREMENTS FOR IT LEVEL I

Performance under this contract/order will involve contractor personnel who perform services requiring direct access to or operation of agency sensitive information technology systems or data (IT Level I). The IT Level I involves responsibility for: (a) the planning, direction, and implementation of a computer security program; (b) major responsibility for the direction, planning, and design of a computer system, including hardware and software; (c) the capability to access a computer system during its operation or maintenance in such a way that could cause or that has a relatively high risk of causing grave damage; or (d) the capability to realize a significant personal gain from computer access.

Contractor personnel shall not have access to sensitive information technology systems or data until they are approved by DFS/PSB and they have been so informed in writing by the NRC Contracting Officer's Representative (COR). Temporary IT access may be approved by DFS/PSB based on a favorable review or adjudication of their security forms and checks. Final IT access may be approved by DFS/PSB based on a favorable review or adjudication of a completed background investigation. However, temporary access authorization approval will be revoked and the employee may subsequently be denied IT access in the event the employee's investigation cannot be favorably adjudicated. Such an employee will not be authorized to work under any NRC contract/order requiring IT access without the approval of DFS/PSB, as communicated in writing to the contractor by the NRC Contracting Officer's Representative (COR). Where temporary access authorization has been revoked or denied by DFS/PSB, the contractor shall assign another contractor employee to perform the necessary work under this contract/order without delay to the contract/order performance schedule, or without adverse impact to any other terms or conditions of the contract/order. When an individual receives final IT access approval from DFS/PSB, the individual will be subject to a reinvestigation every ten

(10) years thereafter (assuming continuous performance under contracts/orders at NRC) or more frequently in the event of noncontinuous performance under contracts/orders at NRC.

CORs are responsible for submitting the completed access/clearance request package as well as other documentation that is necessary to DFS/PSB. The contractor shall submit a completed security forms packet, including the OPM Standard Form (SF) 86 (online Questionnaire for National Security Positions), two (2) copies of the Contractor's signed pre-screening record, and two (2) FD 258 fingerprint charts, to DFS/PSB for review and adjudication, prior to the individual being authorized to perform work under this contract/order requiring access to sensitive information technology systems or data. Non-U.S. citizens must provide official documentation to the DFS/PSB, as proof of their legal residency. This documentation can be a Permanent Resident Card, Temporary Work Visa, Employment Authorization Card, or other official documentation issued by the U.S. Citizenship and Immigration Services. Any applicant with less than seven (7) years residency in the U.S. will not be approved for IT Level I access. The Contractor shall submit the documents to the NRC Contracting Officer's Representative (COR) who will give them to DFS/PSB. The contractor shall ensure that all forms are accurate, complete, and legible. Based on DFS/PSB review of the contractor employee's security forms and/or the receipt of adverse information by NRC, the contractor individual may be denied access to NRC facilities and sensitive information technology systems or data until a final determination is made by DFS/PSB. The contractor individual's clearance status will thereafter be communicated to the contractor by the NRC Contracting Officer's Representative (COR) regarding the contractor person's eligibility.

In accordance with NRCAR 2052.204-70 "Security," IT Level I contractors shall be subject to the attached NRC Form 187 and SF-86. Together, these furnish the basis for providing security requirements to contractors that have or may have an NRC contractual relationship which requires access to or operation of agency sensitive information technology systems, remote development and/or analysis of sensitive information technology systems or data, or other access to such systems and data; access on a continuing basis (in excess more than 30 calendar days) to NRC buildings; or otherwise requires issuance of an unescorted NRC badge.

SECURITY REQUIREMENTS FOR IT LEVEL II

Performance under this contract/order will involve contractor personnel that develop and/or analyze sensitive information technology systems or data or otherwise have access to such systems or data (IT Level II).

The IT Level II involves responsibility for the planning, design, operation, or maintenance of a computer system and all other computer or IT positions.

Contractor personnel shall not have access to sensitive information technology systems or data until they are approved by DFS/PSB and they have been so informed in writing by the NRC Contracting Officer's Representative (COR). Temporary access may be approved by DFS/PSB based on a favorable review of their security forms and checks. Final IT access may be approved by DFS/PSB based on a favorable adjudication. However, temporary access authorization approval will be revoked and the contractor employee may subsequently be denied IT access in the event the employee's investigation cannot be favorably adjudicated. Such an employee will not be authorized to work under any NRC contract/order requiring IT access without the approval of DFS/PSB, as communicated in writing to the contractor by the NRC Contracting Officer's Representative (COR). Where temporary access authorization has

been revoked or denied by DFS/PSB, the contractor is responsible for assigning another contractor employee to perform the necessary work under this contract/order without delay to the contract/order performance schedule, or without adverse impact to any other terms or conditions of the contract/order. When a contractor employee receives final IT access approval from DFS/PSB, the individual will be subject to a review or reinvestigation every ten (10) years (assuming continuous performance under contract/order at NRC) or more frequently in the event of noncontinuous performance under contract/order at NRC.

CORs are responsible for submitting the completed access/clearance request package as well as other documentation that is necessary to DFS/PSB. The contractor shall submit a completed security forms packet, including the OPM Standard Form (SF) 86 (online Questionnaire for National Security Positions), two (2) copies of the Contractor's signed pre-screening record and two (2) FD 258 fingerprint charts, to DFS/PSB for review and adjudication, prior to the contractor employee being authorized to perform work under this contract/order. Non-U.S. citizens must provide official documentation to the DFS/PSB, as proof of their legal residency. This documentation can be a Permanent Resident Card, Temporary Work Visa, Employment Authorization Card, or other official documentation issued by the U.S. Citizenship and Immigration Services. Any applicant with less than seven (7) years residency in the U.S. will not be approved for IT Level II access. The Contractor shall submit the documents to the NRC Contracting Officer's Representative (COR) who will give them to DFS/PSB. The contractor shall ensure that all forms are accurate, complete, and legible. Based on DFS/PSB review of the contractor employee's security forms and/or the receipt of adverse information by NRC, the contractor employee may be denied access to NRC facilities, sensitive information technology systems or data until a final determination is made by DFS/PSB regarding the contractor person's eligibility.

In accordance with NRCAR 2052.204-70 "Security," IT Level II contractors shall be subject to the attached NRC Form 187, SF-86, and contractor's record of the pre-screening. Together, these furnish the basis for providing security requirements to contractors that have or may have an NRC contractual relationship which requires access to or operation of agency sensitive information technology systems, remote development and/or analysis of sensitive information technology systems or data, or other access to such systems or data; access on a continuing basis (in excess of more than 30 calendar days) to NRC buildings; or otherwise requires issuance of an unescorted NRC badge.

CANCELLATION OR TERMINATION OF IT ACCESS/REQUEST

When a request for IT access is to be withdrawn or canceled, the contractor shall immediately notify the NRC Contracting Officer's Representative (COR) by telephone so that the access review may be promptly discontinued. The notification shall contain the full name of the contractor employee and the date of the request. Telephone notifications must be promptly confirmed by the contractor in writing to the NRC Contracting Officer's Representative (COR), who will forward the confirmation to DFS/PSB. Additionally, the contractor shall immediately notify the NRC Contracting Officer's Representative (COR) in writing, who will in turn notify DFS/PSB, when a contractor employee no longer requires access to NRC sensitive automated information technology systems or data, including the voluntary or involuntary separation of employment of a contractor employee who has been approved for or is being processed for IT access.

The contractor shall flow the requirements of this clause down into all subcontracts and agreements with consultants for work that requires them to access NRC IT resources.

C.9 ANNUAL AND FINAL CONTRACTOR PERFORMANCE EVALUATIONS

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

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

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

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

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

C.10 COMPLIANCE WITH U.S. IMMIGRATION LAWS AND REGULATIONS

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

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

C.11 WHISTLEBLOWER PROTECTION FOR NRC CONTRACTOR AND SUBCONTRACTOR EMPLOYEES

(a) The U.S. Nuclear Regulatory Commission (NRC) contractor and its subcontractor are subject to the Whistleblower Employee Protection public law provisions as codified at 42 U.S.C. 5851. NRC contractor(s) and subcontractor(s) shall comply with the requirements of this Whistleblower Employee Protection law, and the implementing regulations of the NRC and the Department of Labor (DOL). See, for example, DOL Procedures on Handling Complaints at 29 C.F.R. Part 24 concerning the employer obligations, prohibited acts, DOL procedures and the requirement for prominent posting of notice of Employee Rights at Appendix A to Part 24 entitled: "Your Rights Under the Energy Reorganization Act".

(b) Under this Whistleblower Employee Protection law, as implemented by regulations, NRC contractor and subcontractor employees are protected from discharge, reprisal, threats, intimidation, coercion, blacklisting or other employment discrimination practices with respect to compensation, terms, conditions or privileges of their employment because the contractor or subcontractor employee(s) has provided notice to the employer, refused to engage in unlawful practices, assisted in proceedings or testified on activities concerning alleged violations of the Atomic Energy Act of 1954 (as amended) and the Energy Reorganization Act of 1974 (as amended).

(c) The contractor shall insert this or the substance of this clause in any subcontracts involving work performed under this contract.

C.12 DRUG FREE WORKPLACE TESTING: UNESCORTED ACCESS TO NUCLEAR FACILITIES, ACCESS TO CLASSIFIED INFORMATION OR SAFEGUARDS INFORMATION, OR PERFORMING IN SPECIALLY SENSITIVE POSITIONS (MARCH 2019)

The following Contractor employees, subcontractor personnel, and consultants proposed for performance or performing under this contract shall be subject to pre-assignment, random, reasonable suspicion, and post-accident drug testing: (1) individuals who have access to classified information (National Security Information and/or Restricted Data); (2) individuals who have access to Safeguards information (section 147 of the Atomic Energy Act of 1954, as amended); (3) individuals who are authorized to carry firearms while performing work under this contract; (4) individuals who are required to operate government vehicles or transport passengers for the NRC; (5) individuals who are required to operate hazardous equipment at NRC facilities; (6) individuals who administer the agency's drug program or who have Employee Assistance Program duties; (7) individuals who have unescorted access to vital or protected areas of Nuclear Power Plants, Category 1 Fuel Cycle Facilities, or Uranium Enrichment Facilities; or (8) incident/emergency response personnel (including on-call).

C.13 CONTRACTOR RESPONSIBILITY FOR PROTECTING PERSONALLY IDENTIFIABLE INFORMATION (PII)

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

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

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

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

(3) Security Plan. When applicable, and unless waived in writing by the NRC Contracting Officer, the contractor must work with the NRC to develop and implement a security plan setting forth adequate procedures for the protection of NRC owned or controlled PII as well as the procedures which the contractor must follow for notifying the NRC in the event of any security breach. The plan will be incorporated into the contract and must be implemented and followed by the contractor once it has been approved by the NRC Contracting Officer. If the contract does not include a security plan at the time of contract award, a plan must be submitted for the approval of the NRC Contracting Officer within 30 days after contract award.

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

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

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

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

(8) Remedies:

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

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

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

C.14 GREEN PURCHASING (SEP 2015)

(a) In furtherance of the sustainable acquisition goals of Executive Order (EO) 13693, "Planning for Federal Sustainability in the Next Decade," products and services provided under this contract/order shall be energy efficient (EnergyStar® or Federal Energy Management Program - FEMP-designated products), water efficient, biobased, environmentally preferable (excluding EPEAT®-registered products), non-ozone depleting, contain recycled content, or are non- or low toxic alternatives or hazardous constituents (e.g., non-VOC paint), where such products and services meet agency performance requirements. See: Executive Order (EO) 13693, "Planning for Federal Sustainability in the Next Decade."

(b) The NRC and contractor may negotiate during the contract term to permit the substitution or addition of designated recycled content products (i.e., Comprehensive Procurement Guidelines - CPG), EPEAT®-registered products, EnergyStar®- and FEMP designated energy efficient products and appliances, USDA designated biobased products (Biopreferred® program), environmentally preferable products, WaterSense and other water efficient products, products containing non- or lower-ozone depleting substances (i.e., SNAP), and products containing non- or low-toxic or hazardous constituents (e.g., non-VOC paint), when such products and services are readily available at a competitive cost and satisfy the NRC's performance needs.

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

C.15 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.

C.16 NRC ACQUISITION REGULATION (NRCAR) PROVISIONS AND CLAUSES (AUG 2011)

Applicable NRCAR provisions and clauses located in 48 CFR Chapter 20 are hereby incorporated by reference into this contract/order.

C.17 GREEN PURCHASING (JUL 2016)

The offeror's cost proposal or quotation shall include the following information to identify the major category(ies) of environmental products and/or services included in the proposal, as applicable. The offeror's shall list planned use of the following sustainable (green) acquisition categories from the list below.

Green Purchasing Categories:

☐ EPA Designated Product Category –

- Comprehensive Procurement Guidelines (CPG) designated products containing recovered materials (also known as recycled-content products)

☐ Recovered Materials/Sustainability Product Categories –

- Energy efficient products
 - o ENERGY STAR ® products
 - o Federal Energy Management Program (FEMP)-designated product
- Biobased products (USDA BioPreferred products)
- Environmentally preferable products
 - o Electronic Product Environmental Assessment Tool (EPEAT)-registered products
 - o Water-efficient products (e.g., EPA WaterSense)
 - o Non-toxic/less toxic products
 - o EPA Significant New Alternatives Policy Program (SNAP)-listed products
 - o Other Environmentally Preferable

C.18 KEY PERSONNEL. (JAN 1993)

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

Project Manager [REDACTED]

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

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

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

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

NRCAR Clauses Incorporated By Full Text

C.19 2052.204-70 SECURITY. (OCT 1999)

(a) Security/Classification Requirements Form. The attached NRC Form 187 (See List of Attachments) furnishes the basis for providing security and classification requirements to prime contractors, subcontractors, or others (e.g., bidders) who have or may have an NRC contractual relationship that requires access to classified information or matter, access on a continuing basis (in excess of 90 or more days) to NRC Headquarters controlled buildings, or otherwise requires NRC photo identification or card-key badges.

(b) It is the contractor's duty to safeguard National Security Information, Restricted Data, and Formerly Restricted Data. The contractor shall, in accordance with the Commission's security regulations and requirements, be responsible for safeguarding National Security Information, Restricted Data, and Formerly Restricted Data, and for protecting against sabotage, espionage, loss, and theft, the classified documents and material in the contractor's possession in connection with the performance of work under this contract. Except as otherwise expressly provided in this contract, the contractor shall transmit to the Commission any classified matter in the possession of the contractor or any person under the contractor's control in connection with performance of this contract upon completion or termination of this contract.

(1) The contractor shall complete a certificate of possession to be furnished to the Commission specifying the classified matter to be retained if the retention is:

(i) Required after the completion or termination of the contract; and

(ii) Approved by the contracting officer.

(2) The certification must identify the items and types or categories of matter retained, the conditions governing the retention of the matter and their period of retention, if known. If the retention is approved by the contracting officer, the security provisions of the contract continue to be applicable to the matter retained.

(c) In connection with the performance of the work under this contract, the contractor may be furnished, or may develop or acquire, proprietary data (trade secrets) or confidential or privileged technical, business, or financial information, including Commission plans, policies, reports, financial plans, internal data protected by the Privacy Act of 1974 (Pub. L. 93-579), or other information which has not been released to the public or has been determined by the Commission to be otherwise exempt from disclosure to the public. The contractor agrees to hold the information in confidence and not to directly or indirectly duplicate, disseminate, or disclose the information, in whole or in part, to any other person or organization except as necessary to perform the work under this contract. The contractor agrees to return the information to the Commission or otherwise dispose of it at the direction of the contracting officer. Failure to comply with this clause is grounds for termination of this contract.

(d) Regulations. The contractor agrees to conform to all security regulations and requirements of the Commission which are subject to change as directed by the NRC Division of Facilities and Security and the Contracting Officer. These changes will be under the authority of the FAR Changes clause referenced in Section I of this document.

(e) Definition of National Security Information. As used in this clause, the term National Security Information means information that has been determined pursuant to Executive Order 12958 or any predecessor order to require protection against unauthorized disclosure and that is so designated.

(f) Definition of Restricted Data. As used in this clause, the term Restricted Data means all data concerning design, manufacture, or utilization of atomic weapons; the production of special nuclear material; or the use of special nuclear material in the production of energy, but does not include data declassified or removed from the Restricted Data category under to Section 142 of the Atomic Energy Act of 1954, as amended.

(g) Definition of Formerly Restricted Data. As used in this clause the term Formerly Restricted Data means all data removed from the Restricted Data category under Section 142-d of the Atomic Energy Act of 1954, as amended.

(h) Security clearance personnel. The contractor may not permit any individual to have access to Restricted Data, Formerly Restricted Data, or other classified information, except in accordance with the Atomic Energy Act of 1954, as amended, and the Commission's regulations or requirements applicable to the particular type or category of classified information to which access is required. The contractor shall also execute a Standard Form 312, Classified Information Nondisclosure Agreement, when access to classified information is required.

(i) Criminal liabilities. Disclosure of National Security Information, Restricted Data, and Formerly Restricted Data relating to the work or services ordered hereunder to any person not entitled to receive it, or failure to safeguard any Restricted Data, Formerly Restricted Data, or any other classified matter that may come to the contractor or any person under the contractor's control in connection with work under this contract, may subject the contractor, its agents, employees, or subcontractors to criminal liability under the laws of the United States. (See the Atomic Energy Act of 1954, as amended, 42 U.S.C. 2011 et seq.; 18 U.S.C. 793 and 794; and Executive Order 12958.)

(j) Subcontracts and purchase orders. Except as otherwise authorized, in writing, by the contracting officer, the contractor shall insert provisions similar to the foregoing in all subcontracts and purchase orders under this contract.

(k) In performing contract work, the contractor shall classify all documents, material, and equipment originated or generated by the contractor in accordance with guidance issued by the Commission. Every subcontract and purchase order issued under the contract that involves originating or generating classified documents, material, and equipment must provide that the subcontractor or supplier assign the proper classification to all documents, material, and equipment in accordance with guidance furnished by the contractor.

(End of Clause)

**C.20 2052.215-71 CONTRACTING OFFICER REPRESENTATIVE AUTHORITY. (OCT 1999) -
ALTERNATE I (OCT 1999)**

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

Name: Meredith Neubauer
Address:
U.S. Nuclear Regulatory Commission
Office of Small Business and Civil Rights
Mail Stop: 0-3G4
Washington, DC 20555-0001
Telephone No.: 301-415-0587
Email: meredith.neubauer@nrc.gov

The Alternate Contracting Officer's Representative (ACOR) for this contract is:

Name: Erin Deeds
Address:
U.S. Nuclear Regulatory Commission
Office of Small Business and Civil Rights
Mail Stop: 0-3G4
Washington, DC 20555-0001
Telephone No.: 301-415-2887
Email: erin.deeds@nrc.gov

(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.

*To be incorporated into any resultant contract.

(End of Clause)

**C.21 2052.215-78 TRAVEL APPROVALS AND REIMBURSEMENT (OCT 1999) -
ALTERNATE I (OCT 1999)**

(a) Total expenditure for travel may not exceed [REDACTED] for the Base Year and will increase an additional [REDACTED] upon exercise of each Option Year 1 through 4 without the prior approval of the contracting officer.

(b) All foreign travel must be approved in advance by the NRC on NRC Form 445, Request for Approval of Official Foreign Travel, and must be in compliance with FAR 52.247-63 Preference for U.S. Flag Air Carriers. The contractor shall submit NRC Form 445 to the NRC no later than 30 days prior to the commencement of travel.

(c) The contractor will be reimbursed only for travel costs incurred that are directly related to this contract and are allowable subject to the limitations prescribed in FAR 31.205-46.

(d) It is the responsibility of the contractor to notify the contracting officer in accordance with the FAR Limitations of Cost clause of this contract when, at any time, the contractor learns that travel expenses will cause the contractor to exceed the travel ceiling amount identified in paragraph (a) of this clause.

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

*To be incorporated into any resultant contract

(End of Clause)

FAR Clauses Incorporated By Reference

C.22 52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE. (OCT 2018)

C.23 52.204-18 COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE. (AUG 2020)

C.24 52.224-1 PRIVACY ACT NOTIFICATION. (APR 1984)**C.25 52.224-2 PRIVACY ACT. (APR 1984)****C.26 52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS. (NOV 2021)****FAR Clauses Incorporated By Full Text****C.27 52.212-4 CONTRACT TERMS AND CONDITIONS - COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES. (NOV 2021)**

(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 Federal Acquisition Regulation (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 FAR 32.608-2 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) Removed and reserved.

(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)

C.28 52.212-4 CONTRACT TERMS AND CONDITIONS - COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES. (NOV 2021) - ALTERNATE I (NOV 2021)

(a) *Inspection/Acceptance.* (1) The Government has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. The Government may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. The Government will perform inspections and tests in a manner that will not unduly delay the work.

(2) If the Government performs inspection or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

(3) Unless otherwise specified in the contract, the Government will accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they will be presumed accepted 60 days after the date of delivery, unless accepted earlier.

(4) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, the Government may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (a)(6) of this clause, the cost of replacement or correction shall be determined under paragraph (i) of this clause, but the "hourly rate" for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified below, the portion of the "hourly rate" attributable to profit shall be [REDACTED]. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken. [REDACTED]
[REDACTED]

(5)(i) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by the Government), the Government may-

(A) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or

(B) Terminate this contract for cause.

(ii) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute under the Disputes clause of the contract.

(6) Notwithstanding paragraphs (a)(4) and (5) above, the Government may at any time require the Contractor to remedy by correction or replacement, without cost to the Government, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to-

(i) Fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel; or

(ii) The conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.

(7) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.

(8) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.

(9) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property.

(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 Federal Acquisition Regulation (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.* (1) The clause at FAR 52.202-1, Definitions, is incorporated herein by reference. As used in this clause-

(i) Direct materials means those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product or service.

(ii) Hourly rate means the rate(s) prescribed in the contract for payment for labor that meets the labor category qualifications of a labor category specified in the contract that are-

- (A) Performed by the contractor;
- (B) Performed by the subcontractors; or
- (C) Transferred between divisions, subsidiaries, or affiliates of the contractor under a common control.

(iii) Materials means-

- (A) Direct materials, including supplies transferred between divisions, subsidiaries, or affiliates of the contractor under a common control;
- (B) Subcontracts for supplies and incidental services for which there is not a labor category specified in the contract;
- (C) Other direct costs (e.g., incidental services for which there is not a labor category specified in the contract, travel, computer usage charges, etc.);
- (D) The following subcontracts for services which are specifically excluded from the hourly rate: N/A; and
- (E) Indirect costs specifically provided for in this clause.

(iv) Subcontract means any contract, as defined in FAR Subpart 2.1, entered into with a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract including transfers between divisions, subsidiaries, or affiliates of a contractor or subcontractor. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(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) *Payments. (1) Work performed.* The Government will pay the Contractor as follows upon the submission of commercial invoices approved by the Contracting Officer:

(i) Hourly rate.

(A) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the contract by the number of direct labor hours performed. Fractional parts of an hour shall be payable on a prorated basis.

(B) The rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by individuals that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.

(C) Invoices may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer) to the Contracting Officer or the authorized representative.

(D) When requested by the Contracting Officer or the authorized representative, the Contractor shall substantiate invoices (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment, individual daily job timecards, records that verify the employees meet the qualifications for the labor categories specified in the contract, or other substantiation specified in the contract.

(E) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis.

(1) If no overtime rates are provided in the Schedule and the Contracting Officer approves overtime work in advance, overtime rates shall be negotiated.

(2) Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract.

(3) If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(ii) Materials.

(A) If the Contractor furnishes materials that meet the definition of a commercial product at FAR 2.101, the price to be paid for such

materials shall not exceed the Contractor's established catalog or market price, adjusted to reflect the-

(1) Quantities being acquired; and

(2) Any modifications necessary because of contract requirements.

(B) Except as provided for in paragraph (i)(1)(ii)(A) and (D)(2) of this clause, the Government will reimburse the Contractor the actual cost of materials (less any rebates, refunds, or discounts received by the contractor that are identifiable to the contract) provided the Contractor-

(1) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or

(2) Makes these payments within 30 days of the submission of the Contractor's payment request to the Government and such payment is in accordance with the terms and conditions of the agreement or invoice.

(C) To the extent able, the Contractor shall-

(1) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and

(2) Give credit to the Government for cash and trade discounts, rebates, scrap, commissions, and other amounts that are identifiable to the contract.

(D) Other Costs. Unless listed below, other direct and indirect costs will not be reimbursed.

(1) Other Direct Costs. The Government will reimburse the Contractor on the basis of actual cost for the following, provided such costs comply with the requirements in paragraph (i)(1)(ii)(B) of this clause: Actual Travel Costs

(2) Indirect Costs (Material Handling, Subcontract Administration, etc.). The Government will reimburse the Contractor for indirect costs on a pro-rata basis over the period of contract performance at the following fixed price: None

(2) *Total cost.* It is estimated that the total cost to the Government for the performance of this contract shall not exceed the ceiling price set forth in the Schedule and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly

rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation. If at any time during the performance of this contract, the Contractor has reason to believe that the total price to the Government for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performance of this contract, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.

(3) *Ceiling price.* The Government will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

(4) *Access to records.* At any time before final payment under this contract, the Contracting Officer (or authorized representative) will have access to the following (access shall be limited to the listing below unless otherwise agreed to by the Contractor and the Contracting Officer):

(i) Records that verify that the employees whose time has been included in any invoice meet the qualifications for the labor categories specified in the contract;

(ii) For labor hours (including any subcontractor hours reimbursed at the hourly rate in the schedule), when timecards are required as substantiation for payment-

(A) The original timecards (paper-based or electronic);

(B) The Contractor's timekeeping procedures;

(C) Contractor records that show the distribution of labor between jobs or contracts; and

(D) Employees whose time has been included in any invoice for the purpose of verifying that these employees have worked the hours shown on the invoices.

(iii) For material and subcontract costs that are reimbursed on the basis of actual cost-

(A) Any invoices or subcontract agreements substantiating material costs; and

(B) Any documents supporting payment of those invoices.

(5) *Overpayments/Underpayments.* Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. The Contractor shall promptly pay any such reduction within 30 days unless the parties agree otherwise. The Government within 30 days will pay any such increases, unless the parties agree otherwise. The Contractor's payment will be made by check. If the Contractor becomes aware of a duplicate invoice payment or that the Government has otherwise overpaid on an 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)(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, and then at the rate applicable for each six month period as established 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 in a timely manner;

(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 FAR 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 FAR 32.608-2 in effect on the date of this contract.

(viii) Upon receipt and approval of the invoice designated by the Contractor as the "completion invoice" and supporting documentation, and upon compliance by the Contractor with all terms of this contract, any outstanding balances will be paid within 30 days unless the parties agree otherwise. The completion invoice, and supporting documentation, shall

be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(7) Release of claims. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions.

(i) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible to exact statement by the Contractor.

(ii) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

(iii) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(8) 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.

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

(10) 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 that appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(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 an amount for direct labor hours (as defined in the Schedule of the contract) determined by multiplying the number of direct labor hours expended before the effective date of termination by the hourly rate(s) in the contract, less any hourly rate payments already made to the Contractor plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system that 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 that 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 written request, with adequate assurances of future performance. Subject to the terms of this contract, the Contractor shall be paid an amount computed under paragraph (i) Payments of this clause, but the "hourly rate" for labor hours expended in furnishing work not delivered to or accepted by the Government shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified in paragraph (a)(4) of this clause, the portion of the "hourly rate" attributable to profit shall be 10 percent. In the event of termination for cause, 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) Removed and reserved.

(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)

C.29 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES. (JAN 2022)

(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 products and commercial services:

(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) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (NOV 2021) (Section 1634 of Pub. L. 115-91).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).

(5) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(6) 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 products and commercial services: *(Contracting Officer check as appropriate.)*

☒ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUN 2020), with *Alternate I* (NOV 2021) (41 U.S.C. 4704 and 10 U.S.C. 2402).

☐ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (NOV 2021) (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 (JUN 2020) (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. (NOV 2021) (31 U.S.C. 6101 note).

☒ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018) (41 U.S.C. 2313).

☐ (10) (Reserved)

☐ (11) 52.219-3, Notice of HUBZone Set-Aside or Sole Source Award (SEP 2021) (15 U.S.C. 657a).

☐ (12) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (SEP 2021) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

☐ (13) (Reserved)

☐ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).

☐ (ii) Alternate I (MAR 2020) of 52.219-6.

☐ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).

☐ (ii) Alternate I (MAR 2020) of 52.219-7.

☒ (16) 52.219-8, Utilization of Small Business Concerns (OCT 2018) (15 U.S.C. 637(d)(2) and (3)).

☐ (17)(i) 52.219-9, Small Business Subcontracting Plan (NOV 2021) (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 (JUN 2020) of 52.219-9.

☐ (v) Alternate IV (SEP 2021) of 52.219-9.

☐ (18)(i) 52.219-13, Notice of Set-Aside of Orders (MAR 2020) (15 U.S.C. 644(r)).

☐ (ii) Alternate I (MAR 2020) of 52.219-13.

☒ (19) 52.219-14, Limitations on Subcontracting (SEP 2021) (15 U.S.C. 657s).

[] (20) 52.219-16, Liquidated Damages-Subcontracting Plan (SEP 2021) (15 U.S.C. 637(d)(4)(F)(i)).

[] (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (SEP 2021) (15 U.S.C. 657f).

[X] (22)(i) 52.219-28, Post-Award Small Business Program Rerepresentation (SEP 2021) (15 U.S.C. 632(a)(2)).

[] (ii) Alternate I (MAR 2020) of 52.219-28.

[] (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (SEP 2021) (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 (SEP 2021) (15 U.S.C. 637(m)).

[] (25) 52.219-32, Orders Issued Directly Under Small Business Reserves (MAR 2020) (15 U.S.C. 644(r)).

[] (26) 52.219-33, Nonmanufacturer Rule (SEP 2021) (15 U.S.C. 657s).

[X] (27) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).

[] (28) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (JAN 2022) (E.O. 13126).

[X] (29) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

[X] (30)(i) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).

[] (ii) Alternate I (FEB 1999) of 52.222-26.

[X] (31)(i) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).

[] (ii) Alternate I (JUL 2014) of 52.222-35.

[X] (32)(i) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).

[] (ii) Alternate I (JUL 2014) of 52.222-36.

[X] (33) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).

[X] (34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

[X] (35)(i) 52.222-50, Combating Trafficking in Persons (NOV 2021) (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).

[X] (36) 52.222-54, Employment Eligibility Verification (NOV 2021). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR 22.1803.)

[] (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 (MAY 2020) (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.

[X] (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020) (E.O. 13513).

[] (45) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).

[] (46) 52.223-21, Foams (JUN 2016) (E.O. 13693).

[X] (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 (NOV 2021) (41 U.S.C. chapter 83).

[] (49)(i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (NOV 2021) (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 (JAN 2021) of 52.225-3.

[] (iii) Alternate II (JAN 2021) of 52.225-3.

[] (iv) Alternate III (JAN 2021) of 52.225-3.

[] (50) 52.225-5, Trade Agreements (OCT 2019) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

[X] (51) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2021) (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) 52.229-12, Tax on Certain Foreign Procurements (FEB 2021).

[] (56) 52.232-29, Terms for Financing of Purchases of Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

[] (57) 52.232-30, Installment Payments for Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

[X] (58) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (OCT 2018) (31 U.S.C. 3332).

[] (59) 52.232-34, Payment by Electronic Funds Transfer - Other than System for Award Management (JUL 2013) (31 U.S.C. 3332).

[] (60) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

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

[] (62) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(13)).

☐ (63)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631).

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

☐ (iii) Alternate II (NOV 2021) 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 products and commercial services: *(Contracting Officer check as appropriate.)*

☐ (1) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).

☐ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

☐ (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (AUG 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

☐ (4) 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).

☐ (5) 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).

☐ (6) 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).

☐ (7) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).

☐ (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).

☐ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) (42 U.S.C. 1792).

(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, as defined in FAR 2.101, on the date of award of this contract, 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 products or commercial services. 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 (NOV 2021) (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) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (NOV 2021) (Section 1634 of Pub. L. 115-91).

(iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(v) 52.219-8, Utilization of Small Business Concerns (OCT 2018) (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 the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must

include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

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

(viii) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).

(ix) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).

(x) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).

(xi) 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.

(xii) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).

(xiii) [X] (A) 52.222-50, Combating Trafficking in Persons (NOV 2021) (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).

(xiv) 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).

(xv) 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).

(xvi) 52.222-54, Employment Eligibility Verification (NOV 2021) (E. O. 12989).

(xvii) 52.222-55, Minimum Wages of Contractor Workers Under Executive Order 14026 (JAN 2022).

(xviii) 52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).

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

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

(xx) 52.225-26, 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).

(xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) (46 U.S.C. 55305 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 products and commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

C.30 52.216-18 ORDERING. (AUG 2020)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from April 4, 2022 through April 3, 2023.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) A delivery order or task order is considered "issued" when-

(1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;

(2) If sent by fax, the Government transmits the order to the Contractor's fax number; or

(3) If sent electronically, the Government either-

(i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or

(ii) Distributes the delivery order or task order via email to the Contractor's email address.

(d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

(End of clause)

C.31 52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than [REDACTED] the Government is not obligated to

purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor-

- (1) Any order for a single item in excess of contract ceiling ;
- (2) Any order for a combination of items in excess of contract ceiling ; or
- (3) A series of orders from the same ordering office within 3 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) above.

(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 3 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

C.32 52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the *maximum*. The Government shall order at least the quantity of supplies or services designated in the Schedule as the *minimum*.

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after six-months from contract expiration.

(End of clause)

C.33 52.217-8 OPTION TO EXTEND SERVICES. (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 10 days of contract expiration.

(End of clause)

C.34 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 the period of performance; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 15 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 five years.

(End of clause)

C.35 52.219-11 SPECIAL 8(A) CONTRACT CONDITIONS. (JAN 2017)

The Small Business Administration (SBA) agrees to the following:

(a) To furnish the supplies or services set forth in this contract according to the specifications and the terms and conditions hereof by subcontracting with an eligible concern pursuant to the provisions of section 8(a) of the Small Business Act, as amended (15 U.S.C. 637(a)).

(b) That in the event SBA does not award a subcontract for all or a part of the work hereunder, this contract may be terminated either in whole or in part without cost to either party.

(c) Except for novation agreements, delegates to the U.S. Nuclear Regulatory Commission the responsibility for administering the subcontract to be awarded hereunder with complete authority to take any action on behalf of the Government under the terms and conditions of the subcontract; provided, however, that the U.S. Nuclear Regulatory shall give advance notice to the SBA before it issues a final notice terminating the right of a subcontractor to proceed with further performance, either in whole or in part, under the subcontract for default or for the convenience of the Government.

(d) That payments to be made under any subcontract awarded under this contract will be made directly to the subcontractor by the U.S. Nuclear Regulatory Commission.

(e) That the subcontractor awarded a subcontract hereunder shall have the right of appeal from decisions of the Contracting Officer cognizable under the *Disputes* clause of said subcontract.

(f) To notify the U.S. Nuclear Regulatory Commission Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.

(End of clause)

C.36 52.219-12 SPECIAL 8(A) SUBCONTRACT CONDITIONS. (OCT 2019)

(a) The Small Business Administration (SBA) has entered into Contract No. 31310022C0009 with the U.S. Nuclear Regulatory Commission to furnish the supplies or services as described therein. A copy of the contract is attached hereto and made a part hereof.

(b) The U.S. Nuclear Regulatory Commission, hereafter referred to as the subcontractor, agrees and acknowledges as follows:

(1) That it will, for and on behalf of the SBA, fulfill and perform all of the requirements of Contract No. 31310022C0009 for the consideration stated therein and that it has read and is familiar with each and every part of the contract.

(2) That the SBA has delegated responsibility, except for novation agreements, for the administration of this subcontract to the U.S. Nuclear Regulatory Commission with complete authority to take any action on behalf of the Government under the conditions of this subcontract.

(3) That it will notify the U.S. Nuclear Regulatory Commission Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

(c) Payments, including any progress payments under this subcontract, will be made directly to the subcontractor by the U.S. Nuclear Regulatory Commission.

(End of clause)

C.37 52.232-22 LIMITATION OF FUNDS. (APR 1984)

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

C.38 52.252-2 CLAUSES INCORPORATED BY REFERENCE. (FEB 1998)

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

(End of clause)

D - Contract Documents, Exhibits and Attachments

Attachment Number	Title	Document Version	Date	Number of Pages
1	Monthly Letter Status Report (MLSR) Instructions Template	BASE	03/17/2022	4
2	NRC Form 187 for EEO Multi-Services	BASE	02/08/2022	2
3	IPP Billing Instructions for Fixed Price Contracts	BASE	03/17/2022	2
4	IPP Billing Instructions for Labor-Hour or Time-and-Materials Contracts	BASE	03/17/2022	7