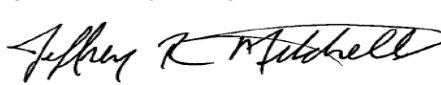


<b>AWARD/CONTRACT</b>		1. This Contract is a Rated Order under the Defense Priorities and Allocations System (DPAS) - Code of Federal Regulations - at 15 CFR 700.		RATING	PAGE OF PAGES 1   103
2. CONTRACT (Procurement, Instruction, Identification) NUMBER 31310024D0002		3. EFFECTIVE DATE See Block 20C		4. REQUISITION/PURCHASE REQUEST/PROJECT NUMBER ZEROREQ NRR 23 0064	
5. ISSUED BY US NRC - HQ ACQUISITION MANAGEMENT DIVISION MAIL STOP TWFN-07B20M WASHINGTON DC 20555-0001		CODE NRCHQ	6. ADMINISTERED BY (If other than Item 5)		CODE
7. NAME AND ADDRESS OF CONTRACTOR (Number, Street, County, State and ZIP Code)  BECKMAN ASSOCIATES INC ATTN DONALD BECKMAN 1071 STATE ROUTE 136 BELLE VERNON PA 150122926			8. DELIVERY <input type="checkbox"/> FREE ON BOARD (FOB) ORIGIN <input checked="" type="checkbox"/> OTHER (See below)		
9. DISCOUNT FOR PROMPT PAYMENT  30			10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN		
CODE UC2LF5K4NWL4		FACILITY CODE			
11. SHIP TO/MARK FOR NUCLEAR REGULATORY COMMISSION 11555 ROCKVILLE PIKE ROCKVILLE MD 20852-2738		CODE NRCHQ	12. PAYMENT WILL BE MADE BY		
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION UNDER THE UNITED STATES CODE AT: <input type="checkbox"/> 10 U.S.C. 3204 (a) ( ) <input type="checkbox"/> 41 U.S.C. 3304 (a) ( )			14. ACCOUNTING AND APPROPRIATION DATA See Schedule		
15A. ITEM NUMBER	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
Continued					
15G. TOTAL AMOUNT OF CONTRACT					\$3,963,321.40

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**CONTRACTING OFFICER WILL COMPLETE ITEM 17 (SEALED BID OR NEGOTIATED PROCUREMENT) OR 18 (SEALED BID PROCUREMENT) AS APPLICABLE**

17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return <u>1</u> copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)		18. <input type="checkbox"/> SEALED-BID AWARD (Contractor is not required to sign this document.) Your bid on Solicitation Number <u>31310023R0117</u> , including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your bid, and (b) this award/contract. No further contractual document is necessary. (Block 18 should be checked only when awarding a sealed-bid contract.)	
19A. NAME AND TITLE OF SIGNER (Type or print)		20A. NAME OF CONTRACTING OFFICER JEFFREY R. MITCHELL	
19B. NAME OF CONTRACTOR BECKMAN ASSOCIATES INC	19C. DATE SIGNED	20B. UNITED STATES OF AMERICA BY  (Signature of the Contracting Officer)	20C. DATE SIGNED 02/14/2024

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
31310024D0002

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NAME OF OFFEROR OR CONTRACTOR  
BECKMAN ASSOCIATES INC

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	<p>The contractor shall perform the services described in the Statement of Work and Terms and Conditions. Contract Type: Indefinite Delivery Indefinite Quantity Maximum Order Limitation including all options:\$3,963,321.40 Period of Performance: 02/15/2024 to 02/14/2026</p>				

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**B - Supplies or Services/Prices**

**B.1 BRIEF PROJECT TITLE AND WORK DESCRIPTION (AUG 2023)**

(a) The title of this project is: Technical support of design engineering inspections.

(b) Summary work description: The objective of this acquisition is to obtain contractor support for conducting inspections for evaluating the design and operation of nuclear power reactor plants.

**B.2 TYPE OF CONTRACT (AUG 2023)**

The contract type for this award is Single Award, Indefinite Delivery, Indefinite Quantity, with Task Orders on a Cost Plus Fixed Fee or Firm Fixed Price basis.

This requirement is being procured in accordance with FAR Part 15.

**B.3 CONSIDERATION AND OBLIGATION—INDEFINITE-QUANTITY CONTRACT (AUG 2023)**

(a) The total contract value for the products/services under this contract is \$1,523,771.02.

(b) The Contracting Officer will obligate funds on each task order issued.

(c) The minimum guarantee under this contract is \$10,000.00.

**B.4 PRICE/COST SCHEDULE**

CLIN NO.	DESCRIPTION OF SUPPLIES/SERVICES	ESTIMATED COST	FIXED FEE	TOTAL ESTIMATED COST PLUS FIXED FEE
0000 1	TECHNICAL SUPPORT OF DESIGN ENGINEERING INSPECTIONS BASE PERIOD  DURATION: February 15, 2024 - February 14, 2026	\$ [REDACTED]	\$ [REDACTED]	\$1,523,771.02
0000 2	TECHNICAL SUPPORT OF DESIGN ENGINEERING INSPECTIONS OPTION PERIOD 1  DURATION: February 15, 2026 - February 14, 2027	\$ [REDACTED]	[REDACTED]	\$792,050.29
0000 3	TECHNICAL SUPPORT OF DESIGN ENGINEERING INSPECTIONS OPTION PERIOD 2  DURATION: February 15, 2027 - February 14, 2028	\$ [REDACTED]	[REDACTED]	\$812,969.72

CLIN NO.	DESCRIPTION OF SUPPLIES/SERVICES	ESTIMATED COST	FIXED FEE	TOTAL ESTIMATED COST PLUS FIXED FEE
0000	TECHNICALSUPPORTOFDESIGNENGINEERING INSPECTIONS 4OPTION PERIOD 3 DURATION: February 15, 2028 - February 14, 2029	\$7 [REDACTED]	\$ [REDACTED]	\$834,530.37

B.5.1 LINE ITEM LIST

Item Number	Description	Quantity	Unit	Unit Price	Amount
00001	Base Period Obligated Amount: \$0.00  Total Estimated Cost: \$ [REDACTED] Fixed Fee: \$ [REDACTED] Term Form Period of Performance: 02/15/2024 to 02/14/2025				1,523,771.02
00002	Optional Period 1  Total Estimated Cost: \$7 [REDACTED] Fixed Fee: \$ [REDACTED] Term Form Amount: \$792,050.29 (Option Line Item)  Anticipated Exercise Date: 01/01/2026 Period of Performance: 02/15/2026 to 02/14/2027				0.00
00003	Optional Period 2  Total Estimated Cost: \$ [REDACTED] Fixed Fee: \$ [REDACTED] Term Form Amount: \$812,969.72 (Option Line Item)  Anticipated Exercise Date: 01/01/2027 Period of Performance: 02/15/2027 to 02/14/2028				0.00

Item Number	Description	Quantity	Unit Price	Amount
00004	Optional Period 3			0.00
	Total Estimated Cost: \$ [REDACTED]			
	Fixed Fee: [REDACTED]			
	Term Form			
	Amount: \$834,530.37			
	(Option Line Item)			
	Anticipated Exercise Date: 01/01/2028			
	Period of Performance: 02/15/2028 to			
	02/14/2029			

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## C - Description/Specifications

### C.1 STATEMENT OF WORK

#### C.1 Background

The U.S. Nuclear Regulatory Commission (NRC) was created as an independent Agency by Congress in 1974 to enable the nation to safely use radioactive materials for beneficial civilian purposes while ensuring that people and the environment are protected. The NRC regulates commercial nuclear power plants and other uses of nuclear materials, such as in nuclear medicine, through licensing, inspection, and enforcement of its requirements. The NRC's headquarters are in Rockville, Maryland, and the NRC has four regional offices located in: King of Prussia, PA; Atlanta, GA; Lisle, IL; and Arlington, TX.

The Contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items and non-personal services necessary to support NRC Design Engineering inspections as defined in this SOW. The Contractor shall perform to the standards in this contract.

In accordance with the baseline inspection portion of the Reactor Oversight Process (ROP), the NRC inspects the design and operation of nuclear power reactor plants. These inspections sometimes require contractor technical support.

The Comprehensive Engineering Team Inspections (CETI) are the primary inspection under this contract. They verify that design bases have been correctly implemented for the selected risk-significant components and that operating procedures and operator actions are consistent with design and licensing bases. This ensures that selected samples can perform their safety functions.

In addition to the CETIs, contract technical support may be required (e.g., helping resolve a specific technical issue, or assist in determining effect of a Performance Deficiency (PD) to support a Significance Determination Process evaluation) for other inspections of design and operations including (but not limited to) Focused Engineering Inspections (FEIs) listed in IP 71111.21N, "Design Bases Assurance Inspection (Programs)," such as: Fire Protection Team inspections; Age-Related Degradation, Commercial Grade Dedication, and supplemental inspections at plants which experience degraded performance; and reactive inspections (such as augmented inspection teams and special Inspections).

Since 1982, the NRC has had various design engineering inspection programs that required contractor assistance to supplement staff resources. These have included integrated design inspections, safety system functional inspections, electrical distribution system functional inspections, service water system operational performance inspections, safety systems design and performance capability, fire protection inspections, and Component Design Basis inspections. The NRC has modified the engineering team inspections to incorporate quadrennial inspection cycle comprising one CETI and three different FEIs over the four-year inspection cycle and thus renamed inspection procedures (IP) 71111.21M to "Comprehensive Engineering Team Inspections," which became effective on January 1, 2023. SRM-22-0053 (Agencywide Documents Access and Management System Accession No. [ML22202A507](#)) approved this program change.

The NRC has found it beneficial to form inspection teams, which include technical assistance

from contractors with current nuclear plant experience. These inspections usually start with design requirements and follow the plant implementation through plant operations and maintenance practices.

Specific inspection requirements will be defined per task order under this contract, with authorized maximum levels of effort specified per task order. The schedule for the inspections will be provided by the COR. The Contractor shall coordinate with the NRC in providing qualified Contractor inspectors to support the NRC's regional inspection teams.

## C.2 Objective

The objective of this acquisition is to obtain contractor support for conducting inspections for evaluating the design and operation of nuclear power reactor plants.

## C.3 Scope of Work/Tasks

The Contractor shall provide technical support to the NRC for inspections, which will be assigned by the NRC's Contracting Officer (CO) through issuance of task orders. Inspections shall be performed in accordance with applicable IPs, such as IP 71111.21M, which is a publicly available document accessible at: <https://www.nrc.gov/docs/ML1634/ML16340B000.pdf>.

The NRC Regional Team Leader (RTL) or COR will issue guidance to the Contractor inspectors during the inspection. The following is a summary of the scope of work:

- For planning purposes, there will be about five CETIs conducted each year distributed among the four NRC Regions located in King of Prussia, PA; Atlanta, GA; Lisle, IL; and Arlington, TX. Each CETI requires either one mechanical, one electrical contractor or both disciplines as specified by the applicable regional staff. Each inspection typically requires 204 hours (prep, Direct Inspection, in-office review) of effort per individual Contractor employee.
- Optional Inspections may cover unscheduled design engineering and operations inspections. Typically, there will be a maximum of four optional inspections per year. The scope and schedule of these inspections will be defined in a modification. The modification for optional inspections will contain inspection elements like those stated in the tasks section below.
- At the discretion of the NRC, inspections may be conducted onsite or remotely, or a combination (hybrid) as directed by the RTL or COR, such as in circumstances where access to the site is not feasible (e.g., mandatory travel restrictions imposed due to a local or nationwide pandemic). Access to internet service is required (especially if performing a remote inspection). Internet should have enough speed and bandwidth to support videoconferences, large file transfers, etc.

### **Task 1- Attend Post Award Conference and Meetings**

The Contractor shall attend a post award conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation Subpart 42.5, "Post award Orientation".

The CO, CORs, and other Government personnel, as appropriate, may request meetings (alternately conference calls) with the Contractor to review the Contractor's performance. These will occur only when necessary and determined by the COR. At these meetings the CO will apprise the contractor of how the Government views the Contractor's performance and the Contractor shall apprise the Government of problems, if any, being experienced with contract performance. Appropriate action shall be taken to resolve outstanding issues. These meetings shall be at no additional cost to the Government.

The Contractor shall be required to meet annually with the COR and CO after the start of this contract. Additional meetings will be scheduled by the COR, as needed. The Contractor may request meetings whenever an outstanding issue(s) exist(s), and no mutual resolution is apparent.

### **Task 2- Perform CETI Element 1 – Contractor Inspector Prerequisites:**

**Requirement:** Prior to the scheduled start date of the inspection, the Contractor shall assign Contractor inspectors to the inspection(s). The Contractor shall ensure that the assigned Contractor inspectors have completed all site access requirements including all web-based training specified by the COR or by the licensee, including psychological assessments, drug testing, and specified continuing training requirements. Exceptions must be approved by the COR.

**Standard:** Contractor inspectors shall meet all applicable site access requirements, including specified continuing training requirements.

**Deliverable:** The Contractor shall send the COR a notification via e-mail that confirms the Contractor inspectors have met all applicable site access requirements.

**Due:** The Contractor shall notify the COR via e-mail prior to starting Task 3, if there are any problems with the Contractor inspectors obtaining site access.

### **Task 3- Perform CETI Element 2 – Inspection Preparations:**

**Requirement:** The Contractor inspectors shall prepare for inspections for five business days, divided between the regional office and/or the inspectors' home offices. The RTL will coordinate the location of the inspection preparations with the inspectors. Inspection preparation shall be performed in accordance with the applicable IP (e.g., IP 71111.21M). If required by the RTL, the Contractor shall prepare an inspection plan in accordance with the guidance provided by the RTL.

**Standard:** The inspection plan shall be prepared in accordance with IP 71111.21M or 71111.21N, or applicable IP per the RTL instructions.

**Deliverable:** If required, the Contractor shall submit the inspection plan in Microsoft (MS) Word to the RTL for approval.

**Due:** The Contractor inspector shall electronically submit the inspection plan to the RTL in accordance with the RTL instructions and specified due date, if required.

**Task 4- Perform CETI Element 3 - Conduct Onsite Inspections:**

**Requirement:** The contractor inspectors shall, under the direction of the RTL conduct remote and/or onsite inspections in accordance with the applicable IPs, as directed by the RTL and the task order issued describing the specific work. The Contractor inspectors shall verbally report inspection progress and identified deficiencies to the RTL during daily team meetings.

**Standard:** All inspections shall be conducted in accordance with IPs referenced in the task order defining the inspection(s). All written notes documenting the Contractor inspector's results shall be accurate, legible, and contain no spelling or grammatical errors.

**Deliverable:** The Contractor inspectors shall submit written notes in MS Word, documenting inspection results. The Contractor inspectors shall document any performance deficiencies which shall include the following: 1) statements which describe the PD; 2) NRC or industry requirement to which the licensee is not in compliance; and 3) safety significance of the noncompliance. In addition, the Contractor inspector may be required to present his/her issue of concern to licensee and/or NRC management (i.e., Exit Meeting and/or Technical Debrief)

**Due:** The Contractor inspectors shall provide the RTL written notes describing all performance deficiencies identified on the due dates set by the RTL.

**Task 5- Provide CETI Element 4 – In-Office/Remote Inspection, Week:**

**Requirement:** The Contractor inspectors shall conduct in-office/remote inspection, reviews using design basis documentation (drawings, calculations, etc.) and review the results of the inspection at the Contractor inspector's home office, in accordance with the approved inspection plan. The Contractor shall verbally report the inspection progress to the NRC RTL.

**Standard:** Verbal progress on home office reviews shall be provided to the NRC RTL as defined in the period below.

**Deliverable:** Verbal or written progress report if requested by the RTL.

**Due:** The Contractor inspectors shall submit the verbal or daily progress report to the RTL daily, as scheduled by the RTL.

**Additional Guidance or Reference:** Each RTL has a different approach, inspection focus and team expectations. Maintaining regular and open communication with the RTL is highly encouraged.

**Task 6- Provide CETI Element 5 - Documentation of Inspection Results:**

**Requirement:** The Contractor inspectors shall provide written input (e.g., lists of components and attributes reviewed, modifications, 50.59 screen/evaluation, and operating experience samples, documents reviewed, and any complete "4-part" write-ups for findings in accordance with Inspection Manual Chapter (IMC 0611), "Power Reactor Inspection Reports") to the NRC Inspection Report to the RTL in accordance with IMC 0611, as a Microsoft Word file. The manual is available on the following link: <https://www.nrc.gov/docs/ML1804/ML18043A807.pdf>

**Standard:** The Contractor inspectors shall provide inspection input as defined in the period below. The Inspection Report input shall conform to the requirements provided in IMC 0611 and the requirements of the contract.

**Deliverable:** The Contractor inspectors shall submit the Inspection Report input in MS Word format to the RTL.

**Due:** The Contractor inspectors shall electronically submit the Inspection Report input to the RTL within seven calendar days after the inspection exit date. The RTL may extend this due date if additional reviews are needed.

**Additional Guidance or Reference:** After the inspection report input is submitted to the RTL, the Contractor inspector shall not perform additional work on the Inspection Report unless directed by the RTL. The Inspection Report input shall be electronically transmitted directly from the Contractor inspector to the RTL.

The Contractor inspectors may be required to provide additional inspection input or reviews, which typically require 20-40 hours per instance. A provision for this additional scope will be stated in the task order describing the inspection(s).

Task orders may be issued by the NRC CO requesting discussions and support for NRC presentations such as answering questions at teleconferences, workshops, or other NRC meetings to describe findings from the CETIs over the life of the contract.

After the Inspection Report is issued, all inspection-related notes created by the Contractor inspector shall be turned over to the RTL for dispositioning in accordance with Management Directive (MD) 3.53, "NRC Records and Document Management Program."

#### **Task 7- Optional Inspections:**

Task orders may be issued by the NRC CO to request Contractor support for other inspections, or to support NRC training needs such as: (1) inspections of plant modifications; (2) supplemental inspections at plants which, experience degraded performance in accordance with the ROP Action Matrix available at the following link:

<https://www.nrc.gov/reactors/operating/oversight/actionmatrix-summary.html>; (3) reactive inspections such as augmented inspection teams and special Inspections; (4) Independent Design Verification Programs; (5) Integrated Design Inspections; and (6) Provide design inspection training to NRC inspectors as directed by the COR. As appropriate, the NRC may require support for inspections of design or operations not identified above.

For these inspections or to provide training to NRC inspectors, the Contractor may need to employ key personnel with specific engineering skills that are not available from key personnel previously defined in the contract. The specific engineering skills will be listed with each task order for the optional inspections.

Typically, a maximum of six of these inspections and one training request shall be required each year of contract performance. These inspections shall be conducted in accordance with the applicable inspection procedure referenced and/or provided with each task order. These inspections may contain the same elements as required above for the CETIs. Any differences will be described in the applicable task order issued to request the work.

## Task 8 – Consulting Support

**Standard:** At the request of the COR, the Contractor inspector shall provide consultation to the NRC in support of inspections.

**Deliverable:** The Contractor inspectors shall provide remote consultation support to the NRC team applicable to the inspection such as:

- Insight into any issues or questions posed by the NRC related to engineering principles and operational experiences as applicable. Examples include guidance to the NRC on engineering issues, questions for the licensee, and any operational experience or previous known issues about the subject SSCs.

- Any professional opinions on specific inspection issues. An example includes a reasonableness of a calculation, associated analysis, or evaluation.

The RTL will coordinate the sharing of information needed by the contractor inspector to assist the NRC inspector.

### Due:

The total hours of support will be authorized by the COR as needed. For planning purposes, assume:

Total Support Hours	
Labor Category	Hours
Technical Consultant	100
Project Administrator	20
Project Manager	30

The Contractor shall provide to the COR documentation of conversations with the RTL and the general subject matter; this may be accomplished via e-mail. All written notes documenting the Contractor inspector's results shall be accurate, legible, and contain no spelling or grammatical errors.

### Additional Guidance or Reference:

For remote consultations the RTL will initiate communication with Contractor inspectors by telephone or e-mail.

### C.4 Estimated Labor Categories, Key Personnel and Levels of Effort

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

Minimum Requirements for Experience and Education		
Labor Category	Position Minimum Requirements	Key Personnel* (yes or no)
Contract Project Manager	Two to five years of contract administration experience such as scheduling inspections and ensuring training requirements are met by inspectors	No
Contractor Inspector	Bachelor's degree in engineering (electrical or	Yes

	<p>mechanical preferred); other engineering degrees are acceptable with relevant work experience. At least five years technical experience with respect to the design and work at a licensed, commercial, U.S. nuclear power plant. Personnel shall have experience in at least one of the following:</p> <ul style="list-style-type: none"> <li>a) mechanical systems.</li> <li>b) electrical power systems.</li> <li>c) instrumentation and control systems.</li> <li>d) fire protection.</li> <li>e) mechanical components (piping/pipe supports); or</li> <li>f) civil/structural</li> </ul> <p>Work experience shall include the design of commercial, U.S. nuclear power plants (e.g., based on employment at utilities, architectural/engineering firms or suppliers of the nuclear steam supply system or other nuclear design contractors, such as fire protection).</p> <p>It is preferred that personnel have the following expertise:</p> <ul style="list-style-type: none"> <li>· An understanding of NRC's ROP and regulatory requirements for nuclear power reactor plant design and operation</li> <li>· Have performed design, other ROP baseline inspections, or design audit activities.</li> </ul>	
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\*See NRCAR 2052.215-70, "Key Personnel."

#### **General – Contractor Personnel:**

The Contractor shall provide a Project Manager who shall be responsible for the performance of the work. The name of this person and an alternate who shall act for the Contractor when the Project Manager is absent shall be designated in writing to the CO. The Project Manager and alternate Project Manager shall have full authority to act for the Contractor on all contract matters relating to daily operation of this contract. The Project Manager and alternate shall state their normal availability except Federal holidays (see Section C.11 below) or when the Government facility is closed for administrative reasons.

The Contractor shall not employ persons for work on this contract if such employee is considered by the CO to be a potential threat to the health, safety, security, general well-being or operational mission of the installation and its population.

Contractor personnel shall present a neat appearance and be easily recognized as Contractor employees. Contractor personnel attending meetings, answering phones, and working in other situations where their status is not obvious are required to identify themselves as such to avoid creating the impression that they are Government officials.

The Contractor shall not employ any person who is an employee of the U.S. Government if employing that person would create a conflict of interest. The Contract inspector shall not inspect the work they have performed for a licensee.

#### **Work Hours for each CETI Inspector:**

The typical schedule of activities for a single CETI per each CETI contractor inspector is provided below. During the task, the RTL may revise the schedule of activities below for the contractor inspectors. This is acceptable, provided the overall scope of the task or period of performance of the task is not changed.

<b>Week</b>	<b>Description</b>	<b>Hours</b>	<b>Days</b>
1	Inspection preparation at region or site	44	5
2	Inspection at plant site	50	5
3	Contractor assigned specialist home office review of findings	40	5
4	Inspection at plant site	50	5
5	Documentation of inspection results	20	5
	<b>Total</b>	<b>204</b>	<b>25 days</b>

NOTE – CETIs at the site and travel days typically require ten-hour workdays. CETIs may require one or two Contractor inspectors (either one mechanical or one electrical inspector or both disciplines at the discretion of the applicable regional staff).

#### **C.5 Certification and License Requirements**

Not applicable

#### **C.6 Reporting Requirements**

All reports shall be e-mailed to the RTL, where referenced under C.3 Scope of Work. The following reports below shall be e-mailed to the COR and CO:

##### **C.6.1 Monthly Letter Status Report (MLSR)**

The Contractor shall submit an electronic Monthly Letter Status Report (MLSR) by the 20th day of each month to the Contracting Officer's Representative (COR) and the Contracting Officer (CO). If orders are issued under the contract, a separate MLSR must be provided for each task order. MLSRs are not required once the NRC determines that work under the contract/order is complete, and the final costs are acceptable.

##### **C.6.2 License Fee Recovery Cost Status Report (LFRC)**

The work for all tasks is license fee recoverable. The Contractor shall electronically provide a



copy of the LFRC to the NRC CO and COR by the 20th of each month, in Adobe PDF format, as part of the MLSR.

The Contractor shall provide the total amount of costs incurred during the reporting period and cumulative to date for each work and each work order by facility, pursuant to the provisions on fees of 10 CFR Parts 170 and 171. The LFRC must be in the format provided below. There should be only one LFRC table per contract each month. Each facility in the table should be identified by unit number (e.g., Beaver Valley 2); the facilities should be sorted by docket number; and costs should be reported as whole numbers rounded to the nearest dollar. For work that involves more than one unit at the same site, each unit should be listed separately, and the costs should be split appropriately between the units. The total of the period costs reported in the LFRC table should equal the total of the period costs reported in the financial status report. In the event the totals of the costs reported in these two tables are not equal, the Contractor shall explain the variance in a footnote to the LFRC table.

The following is a sample report required for license fee recovery costs:

#### **LICENSE FEE RECOVERY COST REPORT**

**Contract No:**

**Task No.:**

**Report Period:**

Facility Name and Unit	EPID	CAC/Docket	Period Costs

#### C.7 List of Deliverables

Section #	Deliverable	Due date	Format	Submit to
C3. Task1	Attend Post Award Conference	TBD by COR	N/A	N/A
C3. Task 2	Confirm contractor inspectors' Site access requirements met	Before start of inspection	e-mail	COR
C.3. Task 3	Contract inspectors submit inspection plan	Specified by RTL	MS Word	RTL
C.3. Task 4	Contractor inspectors submit notes documenting inspection results	Specified by RTL	MS Word	RTL
C.3. Task 5	Contractor inspectors submit daily progress report	Daily and as specified by RTL	Verbal or MS Word	RTL
C.3. Task 6	Contractor inspectors	Seven calendar	MS Word	RTL

	submit Inspection Report Input	days after inspection exit date		
C.3. Task 7	Optional Inspection Support/Train Inspectors	TBD	TBD	COR
C.3. Task 8	Consulting Support	TBD	TBD	COR
C.6.1 FSR	1 Monthly Report	15 <sup>th</sup> of each month	Adobe PDF	CO/COR
C.6.2 LFRC	1 Monthly Report	15 <sup>th</sup> of each month	Adobe PDF	CO/COR

#### C.8 Required Materials/Facilities

Not applicable.

#### C.9 Release of Publications

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

#### C.10 Place of Performance

The work to be performed under this contract/order will be primarily performed at a home or regional office and at various licensed nuclear facilities as needed.

#### C.11 Recognized Holidays

New Year's Day	Labor Day
Martin Luther King Jr.'s Birthday	Columbus Day
President's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Juneteenth	Christmas Day
Independence Day	

#### C.12 Hours of Operation

The Contractor shall provide required support during normal work schedule and plant operation times except Federal holidays or when the Government facility is closed due to local or national emergencies, administrative closings, or similar Government directed facility closings.

#### C.13 Contractor Travel

It is estimated three trips per inspector per inspection to selected licensed nuclear facilities at predetermined dates and to complete required training and testing at an NRC Regional facility as needed. Contractor will be authorized travel expenses consistent with the Federal Travel Regulation and the limitation of funds specified in the travel line item of this contract/order. All travel requires prior written Government approval from the CO, unless otherwise delegated to the COR.

**C.14 Data Rights**

Not applicable.

**C.15 Incremental Development for Software**

Not applicable

**C.16 Section 508 – Information and Communication Technology Accessibility****C.16.1 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](https://www.ecfr.gov/cgi-bin/text-idx?SID=caeb8ddcea26ba5002c2eea047698e85&mc=true&tpl=/ecfrbrowse/Title36/36cfr1194_main_02.tpl)).

**C.16.2 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.

**C.16.3 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. <a href="#">Appendix A to Part 1194 – Section 508 of the Rehabilitation Act: Application and Scoping Requirements</a>
Yes	o Section 508 Chapter 1: Application and Administration - sets forth general application and administration provisions
Yes	o 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)
Maybe	2. <a href="#">Appendix C to Part 1194 – Functional Performance Criteria and Technical Requirements</a>
Maybe	o 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
Maybe	o Chapter 4: Hardware
Maybe	o Chapter 5: Software
Maybe	o Chapter 6: Support Documentation and Services (applicable to, but not limited to, help desks, call centers, training services, and automated self-service technical support) (Always applies if Chapters 4 or 5 apply)
Yes	o Chapter 7: Referenced Standards
Maybe	3. <a href="#">Appendix D to Part 1194 – Electronic and Information Technology Accessibility Standards as Originally Published on December 21, 2000</a>

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.

## C.16.4 Exceptions

### C.16.4.1 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.

### C.16.4.2 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.

### C.16.4.3 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.

#### **C.16.4.4 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.

#### **C.16.4.5 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 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.

#### **C.16.5 Additional Requirements**

##### **C.16.5.1 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.

##### **C.16.5.2 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).

##### **C.16.5.3 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.

### **C.16.6 ICT Accessibility Deliverables**

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

#### **C.16.6.1 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, 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.

#### **C.16.6.2 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.

#### **C.16.6.3 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.

#### **C.16.6.4 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).

#### **C.16.6.5 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).

#### **C.16.6.6 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).

#### **C.17 Applicable Publications (Current Editions)**

Not applicable.

#### **C.18 Security Requirements**

The Contractor shall be required to return NRC issued Personal Identification Verification (PIV) cards/badges to the COR at the end of the contract period of performance. When a Contractor employee no longer requires badge related access (e.g., is no longer performing work for this contract), this individual shall return the badge immediately. Once the badge is returned to the NRC, the Contractor employee will no longer have access to NRC buildings, sensitive automated information technology systems or data. Additional information related to the returning of PIV badges can be found in [Management Directive 12.1](#), Section 5.

### **ATTACHMENT 1- CONTRACTOR INSPECTOR PERFORMANCE ASSESSMENT FORM**

Contractor Inspector's Name/Discipline:

Plant Name:

Inspection Dates:

Team Leader:

Please check "Yes" or "No" for the performance requirements. Provide comments for all performance requirements checked "No" in COMMENTS section below.

	<b>INSPECTION PLANNING AND PREPARATION</b>	<b>Yes</b>	<b>No</b>
1	Completed all site access requirements, information technology, and other continuing training requirements prior to inspection. Training did not "lapse" during inspection.		
2	Followed team leader direction regarding inspection plan requirements.		
3	Developed appropriate inspection plan for assigned area and submitted inspection plan, verbally or in writing, to the team leader.		
4	Prioritized inspection plan based on complexity, risk significance, and margin.		
5	Reviewed necessary design and licensing basis documents of the licensee's facility.		
6	Developed relevant questions for licensee based on review of documents within the design and licensing basis of the licensee's facility.		
7	Scheduled travel to ensure attendance at entrance/exit meetings and onsite inspection schedule established by the team leader.		

	<b>INSPECTION ACTIVITIES</b>	<b>Yes</b>	<b>No</b>
1	Performed an in-depth, objective review, appropriate to the design and licensing basis of the facility, to identify and develop inspection findings from NRC requirements and standards, or to determine there are no findings.		
2	Evaluated assigned sample selection based on technical discipline expertise and familiarity of NRC regulations and standards.		
3	Effectively used inspection time, altered inspection activities when appropriate, and was responsive to team leader direction regarding issues not to be worked upon.		
4	Exhibited professional speaking and listening skills during interactions with licensee and other team members.		
5	Provided daily <sup>(1)</sup> progress reports, written or verbal, to team leader by close of business during home office review period.		
6	Communicated issues or findings during team meetings (no surprises at exit meetings) to appropriately characterize the safety		



	significance of the issues.		
7	Presented information accurately to support findings in a clear and professional manner to the team and licensee, when necessary.		
8	Provided written notes, within one business day of identifying a deficiency, which include the Performance Deficiency, NRC or industry requirement not met, and recommendation on minor or more-than-minor safety significance of noncompliance.		
9	Followed NRC information security requirements. Appropriately used NRC provided e-mail account to send or receive sensitive information (information that is not releasable to the Public).		

	INSPECTION DOCUMENTATION	Yes	No
1	Followed team leader direction/sample report and documents reviewed, as required to comply with IMC 0611, Power Reactor Inspection Reports.		
2	Provided report input which clearly supported the issuance of inspection findings and violations using factual information, dates, and appropriate references to design and license basis of the facility.		
3	Provided report input in electronic format acceptable to team leader within seven calendar days after the inspection exit date <sup>[2]</sup> .		

### COMMENTS

**(Provide comments for all attributes checked "No". When a performance requirement is not met, the deficiency will be first brought to contractor inspector's attention by the team leader. Significant or repetitive deficiencies will be brought to the attention of the contractor for resolution by the NRC COR.)**

<sup>[1]</sup> Or an appropriate frequency determined by the team leader.

<sup>[2]</sup> The team leader may extend this due date if additional reviews are necessary.

## **D - Packaging and Marking**

### **D.1 PACKAGING AND MARKING (AUG 2023)**

(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: None.

### **D.2 BRANDING (AUG 2023)**

As directed by the COR, the Contractor shall use the statement below in any publications, presentations, articles, products, or materials provided under this contract/order if the work performed is funded entirely with NRC contract funds.

Work procured by the U.S. Nuclear Regulatory Commission (NRC), Office of Nuclear Reactor Regulation , under Contract/order number 31310024D0002.

**E - Inspection and Acceptance**

**E.1 INSPECTION AND ACCEPTANCE BY THE NRC (AUG 2023)**

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

Contract Deliverables:

As stated on each Task Order.

**E.2 52.246-5 INSPECTION OF SERVICES - COST-REIMBURSEMENT. (APR 1984)**

## **F - Deliveries or Performance**

### **F.1 PLACE OF DELIVERY (AUG 2023)**

Unless otherwise specified, deliverables to be provided under this contract, with all charges paid by the Contractor, shall be delivered to:

Electronic copies to:

a. Contracting Officer's Representative (COR) - Refer to clause 2052.215-71 CONTRACTING OFFICER REPRESENTATIVE AUTHORITY (OCT 1999), for e-mail address information.

b. JEFFREY R. MITCHELL, Contracting Officer (CO)

### **F.2 PERIOD OF PERFORMANCE ALTERNATE IV (AUG 2023)**

The ordering period for this contract shall commence on February 15, 2024 and will expire on February 14, 2026. 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 three 1-year optional periods. The maximum contract period of performance inclusive of all options shall not exceed five years.

Base Period: February 15, 2024 - February 14, 2026

Option Period 1: February 15, 2026 - February 14, 2027

Option Period 2: February 15, 2027 - February 14, 2028

Option Period 3: February 15, 2028 - February 14, 2029

## **G - Contract Administration Data**

### **G.1 REGISTRATION IN FEDCONNECT® (AUG 2023)**

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.

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.

### **G.2 ELECTRONIC PAYMENTS – INVOICE PROCESSING PLATFORM (IPP) (AUG 2023)**

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.

### **G.3 ELECTRONIC PAYMENTS (AUG 2023) – ALTERNATE 1**

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

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

### **G.4 2052.215-77 TRAVEL APPROVALS AND REIMBURSEMENT. (OCT 1999)**

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

(b) The contractor must receive written approval from the NRC Project Officer before taking travel that was unanticipated in the Schedule (i.e., travel not contemplated in the Statement of Work, or changes to specific travel identified in the Statement of Work).

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

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

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

(End of Clause)

**G.5 2052.216-71 INDIRECT COST RATES. (JAN 1993)**

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

INDIRECT COST POOL	ALLOCATION BASE	RATE AWARD THROUGH CONTRACT EXPIRATION
[REDACTED]	[REDACTED]	[REDACTED]

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

\*To be incorporated into any resultant contract.

(End of Clause)

**G.6 2052.216-72 TASK ORDER PROCEDURES. (OCT 1999)**

(a) Task order request for proposal. When a requirement within the scope of work for this contract is identified, the contracting officer shall transmit to the contractor a Task Order Request for Proposal (TORFP) which may include the following, as appropriate:

- (1) Scope of work/meetings/travel and deliverables;
- (2) Reporting requirements;
- (3) Period of performance - place of performance;
- (4) Applicable special provisions;
- (5) Technical skills required; and
- (6) Estimated level of effort.

(b) Task order technical proposal. By the date specified in the TORFP, the contractor shall deliver to the contracting officer a written or verbal (as specified in the TORFP technical proposal submittal instructions) technical proposal that provides the technical information required by the TORFP.

(c) Cost proposal. The contractor's cost proposal for each task order must be fully supported by cost and pricing data adequate to establish the reasonableness of the proposed amounts. When the contractor's estimated cost for the proposed task order exceeds \$100,000 and the period of performance exceeds six months, the contractor may be required to submit a Contractor Spending Plan (CSP) as part of its cost proposal. The TORP indicates if a CSP is required.

(d) Task order award. The contractor shall perform all work described in definitized task orders issued by the contracting officer. Definitized task orders include the following:

- (1) Statement of work/meetings/travel and deliverables;
- (2) Reporting requirements;
- (3) Period of performance;
- (4) Key personnel;
- (5) Applicable special provisions; and
- (6) Total task order amount including any fixed fee.

(End of Clause)

#### **G.7 2052.216-73 ACCELERATED TASK ORDER PROCEDURES. (JAN 1993)**

(a) The NRC may require the contractor to begin work before receiving a definitized task order from the contracting officer. Accordingly, when the contracting officer verbally authorizes the work, the contractor shall proceed with performance of the task order subject to the monetary limitation established for the task order by the contracting officer.

(b) When this accelerated procedure is employed by the NRC, the contractor agrees to begin promptly negotiating with the contracting officer the terms of the definitive task order and agrees to submit a cost proposal with supporting cost or pricing data. If agreement on a definitized task order is not reached by the target date mutually agreed upon by the contractor and contracting officer, the contracting officer may determine a reasonable price and/or fee in accordance with Subpart 15.8 and Part 31 of the FAR, subject to contractor appeal as provided in 52.233-1, Disputes. In any event, the contractor shall proceed with completion of the task order subject only to the monetary limitation established by the contracting officer and the terms and conditions of the basic contract.

(End of Clause)



## H - Special Contract Requirements

### H.1 SECURITY REQUIREMENTS FOR CONTRACTORS (AUG 2023)

It has been determined that contractor personnel with access to information related to work on this contract/order are required to obtain IT-II access or L clearance.

The Contractor shall ensure that all its applicants (i.e. employees, subcontractor employees or consultants) who are assigned to perform the work herein for contract performance are approved by the NRC. The NRC Contracting Officer's Representative (COR) shall make the final determination of the Building Access (BA), level of Information Technology (IT) Access (Level I or Level II), or the national security clearance level ("Q" or "L") required for all applicants working under this contract/task order using the following guidance. The Contractor should conduct a preliminary federal facilities security screening interview or prescreening review for each of its applicants and submit to the NRC only the names that have a reasonable probability of obtaining approval necessary for access to NRC's federal facilities.

The Contractor's pre-screening review, applicable to all access/clearance levels, should focus on the applicant's history regarding 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 court-martial convictions in the past ten (10) years;
- (d) illegal use of narcotics or other controlled substances possession in the past year;
- (e) illegal purchase, production, transfer, or distribution of narcotics or other controlled substances in the last seven (7) years;
- (f) delinquency on any federal debts or bankruptcy in the last seven (7) years;
- (g) applicants with less than five (5) years permanent residency in the U.S. will not be approved for Building Access, IT Access, or a national security clearance;
- (h) non-U.S. citizens must provide official documentation to the DFS/PSB as proof of their permanent residency
- (i) foreign nationals (non-U.S. citizens) are not eligible for a national security clearance ("Q" or "L")

### SECURITY REQUIREMENTS FOR BUILDING ACCESS

This is applicable when an applicant will require unescorted Building Access (BA) and a HSPD-12 PIV card (NRC badge). Temporary Building Access may be approved by the NRC based on a favorable NRC review and discretionary determination of the applicant's Building Access security forms. Final Building Access will be approved by the NRC based on favorable adjudication of their background investigation completed by the Defense Counterintelligence and Security Agency (DCSA). Requires an OPM SF-85 (see <https://www.opm.gov/forms/standard-forms/>).

## SECURITY REQUIREMENTS FOR IT LEVEL II (IT-II) ACCESS

An applicant will require IT-II Access if the applicant will need access to IT systems or Controlled Unclassified Information (CUI) regardless of physical work location, including an NRC Local Area Network (LAN) account. IT-II Access includes all the access and responsibilities included under Building Access. Temporary IT Access may be approved by the NRC based on a favorable NRC review and discretionary determination of the applicant's IT Access security forms. Final IT Access will be approved by the NRC based on favorable adjudication of their background investigation completed by the Defense Counterintelligence and Security Agency (DCSA). Requires an OPM SF-86 (see [www.opm.gov/forms/standard-forms/](http://www.opm.gov/forms/standard-forms/)).

## SECURITY REQUIREMENTS FOR IT LEVEL I (IT-I) ACCESS

An applicant will require IT-I Access if the applicant will need access to IT systems or Controlled Unclassified Information (CUI) regardless of physical work location, including an NRC Local Area Network (LAN) account. IT-I Access involves responsibility for the planning, direction, and implementation of a computer security program, and will have major responsibility for the direction, planning, and design of a computer system, including its hardware and software. IT-I access also includes the need 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 to the agency. IT-I access also includes the applicant's capability to realize a significant personal gain from computer access. IT-I Access includes all the access and responsibilities under IT-II Access and Building Access. Temporary IT Access may be approved by the NRC based on a favorable NRC review and discretionary determination of the applicant's IT Access security forms. Final IT Access will be approved by the NRC based on favorable adjudication of their background investigation completed by the Defense Counterintelligence and Security Agency (DCSA). Requires an OPM SF-86 (see <https://www.opm.gov/forms/standard-forms/>).

## SECURITY REQUIREMENTS FOR L CLEARANCE

An applicant will be submitted for an "L Clearance" if the applicant is designated in a "non-critical-sensitive" position requiring access to, on a need-to-know basis, to Secret and Confidential National Security Information or Confidential Restricted Data (RD) not related to broad naval nuclear propulsion program policy or direction. A security orientation briefing must be given to the applicant by the NRC when the background investigation is completed and favorably adjudicated by the NRC. This briefing will normally be given by a representative of the NRC's Personnel Security Branch (PSB), or in a regional office by a regional security representative. Temporary IT-II Access may be approved based on a favorable NRC review and discretionary determination of the applicant's national security clearance security forms. A national security clearance will be granted by the NRC based on favorable adjudication of the applicant's background investigation completed by the Defense Counterintelligence and Security Agency (DCSA). Requires an OPM SF-86 (see <https://www.opm.gov/forms/standard-forms/>).

## SECURITY REQUIREMENTS FOR Q CLEARANCE

An applicant will be submitted for a "Q Clearance" if the applicant is designated in a "critical-sensitive" position requiring access to, on a need-to-know basis, to Top Secret, Top Secret RD, Secret, Secret RD, Confidential, and Confidential RD. A security orientation briefing must be

given to the applicant by the NRC requiring national security clearance when the background investigation is completed and favorably adjudicated by the NRC. This briefing will normally be given by a representative of PSB, or in a regional office by a regional security representative.

Temporary IT-II Access may be approved based on a favorable NRC review and discretionary determination of the applicant's national security clearance security forms. A national security clearance will be granted by the NRC based on favorable adjudication of their background investigation completed by the Defense Counterintelligence and Security Agency (DCSA). Requires an OPM SF-86 (see <https://www.opm.gov/forms/standard-forms/>).

#### REMOVING AN APPLICANT FROM A CONTRACT AND/OR TASK ORDER

The Contractor shall immediately notify the COR when an applicant will no longer support this NRC contract/order.

### **H.2 INFORMATION TECHNOLOGY (IT) SECURITY REQUIREMENTS (AUG 2023)**

All work under this contract and all devices used to store, process, or transmit NRC sensitive information shall comply with the current versions of the federally mandated and NRC defined policy, procedures, and standards, as applicable and as amended. This list includes but is not limited to the following:

National Institute of Standard and Technology (NIST) Federal Information Processing Standards (FIPS):

- FIPS PUB 140-3, SECURITY REQUIREMENTS FOR CRYPTOGRAPHIC MODULES
- FIPS PUB 180-4, Secure Hash Standard (SHS)
- FIPS PUB 186-4, Digital Signature Standard (DSS)
- FIPS PUB 197, Advanced Encryption Standard
- FIPS PUB 199, Standards for Security Categorization of Federal Information and Information Systems
- FIPS PUB 200, Minimum Security Requirements for Federal Information and Information Systems
- FIPS PUB 201-2, Personal Identity Verification (PIV) of Federal Employees and Contractors
- FIPS PUB 202, SHA-3 Standard: Permutation-Based Hash and Extendable-Output Functions

Special Publications (SP)

- SP 800-171 Rev. 2, Protecting Controlled Unclassified Information in Nonfederal Systems and Organizations
- SP 800-171A, Assessing Security Requirements for Controlled Unclassified Information

- SP 800-172, Enhanced Security Requirements for Protecting Controlled Unclassified Information: A Supplement to NIST Special Publication 800-171 Committee on National Security Systems (CNSS) Policies:
- CNSSP 1, National Policy for Safeguarding and Control of COMSEC Material
- CNSSP 3, National Policy for Granting Access to U.S. Classified Cryptographic Information
- CNSSP 7, Policy on the use of Commercial Solutions to Protect National Security Systems
- CNSSP 8, Release and Transfer of USG Cryptologic NSS Tec Sec Mat'l, Info, and Techniques to Foreign Govts
- CNSSP 10, NATIONAL POLICY GOVERNING USE OF APPROVED SECURITY CONTAINERS IN INFORMATION SECURITY APPLICATIONS
- CNSSP 11, Acquisition of Information Assurance (IA) and IA-Enabled Information Technology (IT) Products
- CNSSP 14, Rel of IA Products and Services to Auth U.S. Persons or Activities Not a Part of Fed. Govt
- CNSSP 15, Use of Public Standards for Secure Information Sharing
- CNSSP 16, National Policy for the Destruction of COMSEC Paper Material
- CNSSP 17, Policy on Wireless Systems
- CNSSP 18, National Policy on Classified Information Spillage
- CNSSP 19, National Policy Governing the Use of High Assurance Internet Protocol Encryptor (HAIPE) Products
- CNSSP 21, National Cybersecurity Policy on Enterprise Architecture Frameworks for National Security Systems
- CNSSP 22, Cybersecurity Risk Management Policy
- CNSSP 24, Policy on Assured Information Sharing (AIS) for National Security Systems (NSS)
- CNSSP 25, National Policy for Public Key Infrastructure in National Security Systems
- CNSSP 25, National Policy for Public Key Infrastructure in National Security Systems provides for a National Security Systems (NSS) Public Key Infrastructure (PKI) on Secret networks.
- CNSSP 26, National Policy on Reducing the Risk of Removable Media for National Security Systems
- CNSSP 28, Cybersecurity of Unmanned National Security Systems
- CNSSP 29, National Secret Enclave Connection Policy

- CNSSP 30, Cryptographic Key Protection
- CNSSP 300, National Policy on Control of Compromising Emanations
- NSTISSP 5, National Policy for Incident Response and Vulnerability Reporting for National Security Systems
- NSTISSP 101, National Policy on Securing Voice Communications
- NSTISSP 200, National Policy on Controlled Access Protection CNSS Protection Directives:
- CNSSD 504, Directive on Protecting National Security Systems from Insider Threat
- CNSSD 500, Information Assurance (IA) Education, Training, and Awareness
- NSTISSD 501, National Training Program for Information Systems Security (INFOSEC) Professionals
- CNSSD 502, National Directive On Security of National Security Systems
- CNSSD 505, Supply Chain Risk Management (SCRM)
- CNSSD 506, NATIONAL DIRECTIVE TO IMPLEMENT PUBLIC KEY INFRASTRUCTURE ON SECRET NETWORKS
- CNSSD 507, National Directive for Identity, Credential, and Access Mgmt. Capabilities on the U.S. Federal Secret Fabric
- CNSSD 510, Directive on the Use of Mobile Devices Within Secure Spaces
- CNSSD 520, The Use of Mobile Devices to Process National Security Information Outside of Secure Spaces
- NSTISSD 600, Communications Security Monitoring
- CNSSD 900, Governing Procedures of the Committee on National Security Systems (CNSS)
- CNSSD 901, National Security Telecommunications and Information Systems Security (CNSS) Issuance System

Instructions:

- CNSSI 1001, National Instruction On Classified Information Spillage
- CNSSI 1002, Management of Combined Secure Interoperability Requirements
- CNSSI 1010, Cyber Incident Response
- CNSSI 1011, Implementing Host-Based Security Capabilities on National Security Systems
- CNSSI 1013, Network Intrusion Detection Sys & Intrusion Prevention Sys (IDS/IPS) on NSS

- CNSSI 1015, Enterprise Audit Management Instruction for
- CNSSI 1100, Consistency and Synchronization During Classification and Declassification of Information Related to Cybersecurity of National Security Systems
- CNSSI 1200, Instruction for Space Systems Used to Support NSS
- CNSSI 1253, Security Categorization and Control Selection for National Security Systems
- CNSSI 1253F Attachment 1, Security Overlays Template
- CNSSI 1253F Attachment 2, Space Platform Overlay
- CNSSI 1253F Attachment 2, Space Platform Overlay
- CNSSI 1253F Attachment 3, Cross Domain Solution Overlay
- CNSSI 1253F Attachment 4, Intelligence Overlay
- CNSSI 1253F Attachment 4.1, IC CIO Signed Memo for Intelligence Overlay
- CNSSI 1253F, Attachment 5, Classified Information Overlay
- CNSSI 1012, Instruction for Network Mapping of National Security Systems (NSS)
- CNSSI 1253F Attachment 6, Privacy Overlay
- CNSSI 1254, Risk Management Framework Documentation, Data Element Standards, and Reciprocity Process for National Security Systems
- CNSSI 1300, Instruction for National Security Systems Public Key Infrastructure X.509 Certificate Policy Under CNSS Policy No. 25
- CNSSI 3006, Operational Security Doctrine for Global Positioning System Precise Positioning Service User Equipment
- NTISSI 3013, Operational Security Doctrine for the Secure Telephone Unit III (STU-III) Type 1 Terminal
- NSTISSI 3019, Operational Security Doctrine for the FASTLANE (KG-75 and KG-75A)
- CNSS-18-19, FASTLANE KG-75 and KG-75A Operational Systems Security Doctrine
- CNSSI 3021, Operational Security Doctrine for the AN/CYZ-10/10A Data Transfer Device
- NSTISSI 3022, OPSEC Doctrine for TEDs KG-81, KG-94, KG-95, KG-194, and KIV-19 in Stand Alone Applications
- NSTISSI 3026, Operational Security Doctrine for the Motorola Network Encryption System (NES)
- NSTISSI 3028, Operational Security Doctrine for the FORTEZZA User PCMCIA Card

- NSTISSI 3028, Operational Security Doctrine for the FORTEZZA User PCMCIA Card
- CNSSI 3029, Operational Systems Security Doctrine for TACLANE (KG-175)
- CNSSI 3029 2004 Amendment, Operational Systems Security Doctrine for TACLANE (KG-175)
- CNSSI 3029 2006 Amendment, Operational Systems Security Doctrine for TACLANE (KG-175)
- NSTISSI 3030, OPSEC Security Doctrine for the FORTEZZA PLUS (KOV-14) and Cryptographic Card and Associated STE
- NSTISSI 3030 2006 Amendment, Amendment to NSTISSI-3030
- CNSSI 3031, Operation Systems Security Doctrine for the Sectera In-Line Network Encryptor (KG-235)
- CNSSI 3032, Operational Security Doctrine for the VIASAT Internet Protocol (VIP) Crypto Version 1 (KIV-21)
- CNSSI 3034, Operational Security Doctrine for the SECNET 11 Wireless Local Area Network Interface Card
- CNSSI 3035, OPERATIONAL SECURITY DOCTRINE FOR THE REDEAGLE KG-245 IN-LINE NETWORK ENCRYPTOR (INE)
- CNSSI 4000, Maintenance of Communications Security (COMSEC) Equipment
- CNSSI 4001, Controlled Cryptographic Items
- NSTISSI 4002
- NTISSI 4002 2009 Amendment, Pen and Ink Changes for NTISSI 4002
- NTISSI 4002 2004 Amendment, Pen and Ink Changes for NTISSI 4002 9 Jul 2004
- CNSSI 4003, Reporting and Evaluating Communications Security (COMSEC) Incidents
- CNSSI 4004.1, Destruction and Emergency Protection Procedures for COMSEC and Classified Material
- CNSSI 4005, Safeguarding COMSEC Facilities and Materials
- CNSSI 4005 Amendment This document is designated FOUO
- CNSS-008-14 Amendment to CNSSI 4005
- CNSSI 4006, Controlling Authorities for Traditional COMSEC Keying Material
- CNSSI 4007, Communications Security (COMSEC) Utility Program

- CNSS-19-19, COMSEC Utility Program Reissue Date Memo
- CNSSI 4008, Program for the Management and Use of National Reserve Information Assurance Security Equipment
- CNSS-20-19, Equipment Material Reissue Memo
- CNSSI 4009, Committee on National Security Systems (CNSS) Glossary
- NSTISSI 4010, Keying Material Management
- NSTISSI 4011, National Training Standard for Information Systems Security (INFOSEC) Professionals
- CNSSI 4012, National Information Assurance Training Standard for Senior Systems Managers
- CNSSI 4013, National Information Assurance Training Standard For System Administrators (SA)
- CNSSI 4014, Information Assurance Training Standard for Information Systems Security Officers
- NSTISSI 4015, National Training Standard for Systems Certifiers
- CNSSI 4016, National Information Assurance Training Standard For Risk Analysts
- CNSSI 4031, Cryptographic High Value Products (CHVP)
- CNSSI 4032, Management and Use of Secure Data Network Systems
- CNSSI 4033, Nomenclature for Communications Security Material
- CNSSI 5000, Voice Over Internet Protocol (VoIP) Telephony
- CNSSI 5000 ANNEX I, VOICE OVER SECURE INTERNET PROTOCOL (VoSIP)
- CNSSI 5000 Annex J, Softphone Security Requirements
- CNSSI 5001, Type-Acceptance Program for Voice Over Internet Protocol (VoIP) Telephones
- CNSSI 5002, Telephony Isolation Used for Unified Communications Implementations Within Physically Protected Spaces
- CNSSI 5006, National Instruction for Approved Telephone Equipment
- CNSSI 5007, Telephone and Security Equipment Submission and Evaluation Procedures
- NACSI 6002, National COMSEC Instruction
- CNSSI 7003, Protected Distribution Systems
- Director of National Intelligence (DNI)



For guidance on processing and handling of information that falls under the purview of DNI, please consult the classified DNI network.

The NRC's Bring Your Own Device (BYOD) program allows NRC employees and contractor personnel to conduct official business using personally owned smart phones and tablets, as long as:

- The smart phone or tablet uses a containerized solution whereby the Contractor or NRC controls activation, deactivation, and remote wiping of the container, and the container is isolated from personal applications and data.
- NRC sensitive information is only stored or processed within the container and any stored information is encrypted.
- The operating system on the smart phone or tablet is current within 2 versions of the currently deployed operating system for the type of device.

The Contractor shall not connect personally owned devices (e.g., mobile phones, tablets, and thumb drives) to a system (e.g., desktop, mobile desktop) used to process NRC sensitive information.

All work performed by the Contractor shall be in facilities and on networks and computing devices that have been authorized by the COR for processing information at the sensitivity level of the information being processed.

If the effort includes use or processing of classified information, the Contractor shall notify the NRC CO and COR in writing before the contractor begins to process classified information.

All Contractor and subcontractor personnel must acknowledge and abide by the NRC Agency-Wide Rules of Behavior for Authorized Computer Use prior to being granted access to NRC computing resources (available in NRC's Public Agencywide Documents Access and Management System (ADAMS), located at: <https://adams.nrc.gov/wba/>. Search for Accession Number ML2016A026).

1.1 Definitions: The following terms are defined through the reference sources below and are current as of the date of the clause. However, if those definitions are updated by those sources at a later date, the most recent definition applies.

Adequate security

As defined in Office of Management and Budget (OMB) Circular A-130.

Classified Information

As defined in Executive Order (E.O.) 13526 or any predecessor order

Cloud computing

As defined in NIST SP 800-145.

Compromise

As defined in NIST SP 800-32; CNSSI 4009.

#### Computing Device

Any electronic equipment that is controlled by a central processing unit (CPU). Examples include information systems, cellular phones, tablets, laptops, Fitbit, watches, and personal computers.

#### Cyber incident

As defined in CNSSI 4009.

#### Forensic analysis, or Forensics

As defined in CNSSI 4009.

Incident As defined in FIPS Pub 200.

#### Information and Communications Technology (ICT)

As defined in CNSSI 4009.

#### Malware

As defined in CNSSI 4009, under Malicious Code.

#### Media

As defined in FIPS Pub 200.

#### Safeguards Information (CUI//SP-SGI)

As defined in 10 CFR § 73.2.

#### Supply Chain Risk

As defined in 10 U.S.C. 2339a.

#### 1.2 Adequate security

The Contractor shall protect all information handled by, processed, stored, or transmitted by the Contractor in accordance with the sensitivity of the information as determined by the NRC. The Contractor shall provide adequate security on all covered Contractor devices and information systems.

All cryptography used under this award shall use the current version of FIPS 140 validated cryptographic modules operated in FIPS mode.

The Contractor shall ensure NRC sensitive information is removed from Contractor-owned system components prior to component disposal.

#### 1.2.1 Classified Information

The Contractor shall implement, at a minimum, the following information security protections to provide adequate security for classified information:

1. The Contractor shall only process and handle classified information at facilities that have NRC approval in writing for this type of information.
2. The Contractor shall follow CNSS direction and specific requirements determined by the information owner when processing, storing, or transmitting classified information.
3. The Contractor shall follow DNI policy, standards, and guidance when processing, storing or transmitting classified information that falls under the purview of the DNI.
4. The Contractor shall not process, transmit, or store classified information on an unclassified system or network.
5. The Contractor shall only store, process, or transmit classified information using systems that have been provided in writing an NRC authority to operate for classified information processing.
6. The Contractor shall not use copiers, scanners, printers, or fax machines that are connected to an unclassified network for processing classified information.
7. The Contractor shall constantly monitor scanning, printing, and faxing of classified information via an individual properly authorized for access to the information, and the Contractor shall continuously attend the machines via a properly authorized individual until completion of the process.
8. When transmitting classified information using voice telecommunications (e.g., telephone, radio, or video teleconferencing), the Contractor shall only transmit the classified information over protected systems.
9. The Contractor shall only use cryptographic modules approved by the National Security Agency (NSA) and operated as directed by NSA for protecting classified information.
10. The Contractor shall only use cryptographic modules approved by the DNI and operated as directed by the DNI for protecting Sensitive Compartmented Information (SCI) information.
11. Where not superseded by requirements in this section, the Contractor shall implement adequate security as defined in Section 1.2.3.

#### 1.2.2 Safeguards Information (CUI//SP-SGI)

The Contractor shall implement, at a minimum, the following information security protections to provide adequate security for CUI//SP-SGI:

1. The Contractor shall only process and handle CUI//SP-SGI information at facilities that have NRC approval in writing for this type of information.
2. The Contractor shall only store, process, or transmit CUI//SP-SGI using systems that have been provided in writing an NRC authority to operate for CUI//SP-SGI processing.

3. The Contractor shall only connect CUI//SP-SGI systems to other CUI//SP-SGI systems, except where using NRC authorizing official approved (in writing) encrypted connections that permit transmission over lower-level networks. The COR will coordinate this approval with NRC's authorizing official.
4. The Contractor shall only connect CUI//SP-SGI laptops to CUI//SP-SGI systems using techniques and capabilities specifically approved by the NRC for connecting to the CUI//SP-SGI system.
5. The Contractor may not use copiers, scanners, printers, or fax machines that are connected to an unclassified, non-safeguards information network for processing CUI//SP-SGI.
6. The Contractor shall constantly monitor scanning, printing, and faxing of CUI//SP-SGI via an individual properly authorized for access to the information, and the Contractor shall continuously attend the machines via a properly authorized individual until completion of the process.
7. When transmitting CUI//SP-SGI using voice telecommunications (e.g., telephone, radio, or video teleconferencing), the Contractor shall only transmit the CUI//SP-SGI over protected systems.
8. The Contractor shall only use cryptographic modules that are operated in FIPS mode and are FIPS 140-2 validated to at least an overall level 2 with the validation subcategories of Roles, Services, and Authentication; electromagnetic interference/electromagnetic compatibility; and Design Assurance validated to at least level 3.
9. The Contractor shall provide all media that has been used to store or process CUI//SP-SGI to NRC COR for destruction.
10. Where not superseded by requirements in this section, the Contractor shall implement adequate security as defined in Section 1.2.3.

#### 1.2.3 Sensitive Information that is Not Classified Information and Not CUI//SP-SGI

The Contractor shall implement, at a minimum, the following information security protections to provide adequate security for sensitive information:

1. The Contractor shall ensure any ICT used for sensitive information meets the requirements identified in NIST SP 800-171, "Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations" unless otherwise authorized by the Contracting Officer.
2. The Contractor shall submit requests to vary from NIST SP 800-171 in writing to the Contracting Officer, for their coordination with and consideration by the NRC Chief Information Officer (CIO). The Contractor need not implement any security requirement adjudicated by an authorized representative of the NRC CIO to be nonapplicable or to have an alternative, but equally effective, security measure that may be implemented in its place.
3. If the NRC CIO has previously adjudicated the Contractor's requests indicating that a requirement is not applicable or that an alternative security measure is equally effective, the Contractor shall provide a copy of that approval to the Contracting Officer when requesting its recognition under this contract.

4. If the Contractor's solution utilizes a third party cloud service, the Contractor shall require the cloud service provider to meet security requirements equivalent to those established by the Federal Government for the Federal Risk and Authorization Management Program (FedRAMP) Moderate baseline (<https://www.fedramp.gov/resources/documents/>).
5. The Contractor shall apply other information system security measures when the Contractor reasonably determines that information system security measures, in addition to those identified in paragraphs in this clause, may be required to provide adequate security in a dynamic environment, to accommodate special circumstances (e.g., medical devices) and to address any individual, isolated, or temporary deficiencies based on an assessed risk or vulnerability. The contractor must address these measures in a system security plan that is approved by the NRC CIO.
6. The Contractor shall only use cryptographic modules validated to FIPS 140-2 overall level 2 for NRC sensitive information.
7. If the Contractor uses email to send and receive sensitive information, the Contractor shall use an NRC provided e-mail account. Otherwise, the Contractor shall transmit sensitive information using mechanisms to protect the information during transmission that have been approved by the NRC CIO.

### 1.3 Cyber Incident Reporting Requirement

When the Contractor discovers a cyber incident that affects Classified or Controlled Unclassified Information or that affects the Contractor's ability to perform the requirements of the contract, the Contractor shall—

1. Rapidly report potential or confirmed cyber incidents to the NRC CO.
2. Upon direction from the NRC COR, conduct a review for evidence of compromise of Classified or Controlled Unclassified Information, including, but not limited to, identifying compromised devices, computers, servers, specific data, and user accounts.

### 1.4 Subcontracting

The Contractor shall flow this clause down to all subcontracts.

### 1.5 Supply Chain Risk

In order to manage supply chain risk, the Government may consider information, public and non-public, including all-source intelligence, relating to an offeror/Contractor and its supply chain.

The Contractor shall complete and maintain a Supply Chain Risk Assessment (SCRA) using the SCRA for Offerors included as attachment [Post Award Activity, if applicable] for each computing device and software used to store, process, or transmit NRC sensitive information and shall provide updates to the CO within 48 hours of any changes.

### 1.6 Award Performance and Closeout

The Contractor shall ensure that the NRC data processed during the performance of this award is purged from all data storage components of the Contractor's computing devices, and the Contractor shall not retain any NRC data within 30 calendar days after award is completed. Until the Contractor purges all of that data, the Contractor shall ensure that any NRC data remaining in any storage component is protected in accordance with its sensitivity to prevent unauthorized disclosure.

When a representative of the Contractor no longer requires access to an NRC system, the Contractor shall notify the COR in writing within 24 hours.

Upon contract completion, the Contractor shall provide a status list in writing to the COR of all Contractor personnel who were users of NRC systems and shall note if any users still require access to the system to perform work if a follow-on award issued by the NRC.

### 1.7 Control of Information and Data

The Contractor shall not publish or disclose in any manner, without the CO's prior written consent, the details of any security controls or countermeasures either designed or developed by the Contractor under this award or otherwise provided by the NRC to the Contractor.

Any computing device used by the Contractor to store, process, or transmit NRC sensitive information shall:

- Include a mechanism to require users to uniquely identify and authenticate themselves to the system before beginning to perform any other actions that the system is expected to provide.
- Be able to authenticate data that includes information for verifying the claimed identity of individual users (e.g., passwords).
- Protect authentication data so that it cannot be accessed by any unauthorized user.
- Be able to enforce individual accountability by providing the capability to uniquely identify each individual computing device user.
- Report to appropriate security personnel when attempts are made to guess the authentication data whether inadvertently or deliberately.

### 1.8 Access Controls

Any computing device used by the Contractor to store, process, or transmit NRC data shall be able to define and enforce access privileges for individual users. The discretionary access control mechanisms shall be configurable to protect objects (e.g., files, folders) from unauthorized access.

A computing device used by the Contractor to store, process, or transmit NRC data shall provide only essential capabilities and specifically prohibit and/or restrict the use of functions, ports, protocols, and/or services, as specified in the contract/grant.

Contractor personnel that access a computing device that processes, stores, or transmits NRC sensitive information must meet personnel security requirements identified by federal law, federal regulation, and federal government policy, as applicable, for the type of information.

The Contractor shall ensure that the most restrictive set of rights/privileges or accesses needed by users (or processes acting on behalf of users) for the performance of specified tasks is enforced by the system through assigned access authorizations.

The Contractor shall ensure separation of duties for Contractor systems used to process NRC information and enforce them by the system through assigned access authorizations.

The Contractor shall continuously protect mechanisms within the Contractor system or application that enforces access control and other security features against tampering and/or unauthorized changes.

### 1.9 Media Handling

The Contractor shall control all media used by the Contractor to store or process NRC information in accordance with the information sensitivity level.

The Contractor shall not sanitize or destroy media approved for processing NRC information designated as CUI//SP-SGI or Classified. The Contractor must provide the media to the COR for destruction.

### 1.10 Vulnerability Management

The Contractor shall install security-relevant software and firmware updates (e.g., patches, service packs, hot fixes) in accordance with the following:

- Within 14 calendar days for vulnerabilities that have been assigned Common Vulnerabilities and Exposures (CVE) ID after January 1, 2021 and added to the Cybersecurity and Infrastructure Security Agency (CISA) Known Exploited Vulnerabilities Catalog.
- Within 30 calendar days for vulnerabilities deemed to be Critical according to the Common Vulnerability Scoring System (CVSS), as described in NRC CSO-STD-0020, Organization-Defined Values for System Security and Privacy Controls (available in NRC's Public Agencywide Documents Access and Management System (ADAMS), located at: <https://adams.nrc.gov/wba/>. Search for Accession Number ML22101A241)
- Within 30 calendar days for vulnerabilities deemed to be High according to the CVSS
- Within 90 calendar days for vulnerabilities deemed to be Moderate according to the CVSS
- Within 120 calendar days for vulnerabilities deemed to be Low according to the CVSS

If federally mandated requirements (e.g., CISA emergency directives) specify a shorter timeframe, then the contractor would be required to meet those timeframes. Examples include, but are not restricted to, CISA Emergency Directives, Binding Operational Directives and required patching/remediation for vulnerabilities within the CISA Known Exploited Vulnerabilities Catalog.

Bullets two through five are specified in NRC Computer Security Organization (CSO) Standard (STD) 0020 "System Security and Privacy Controls Standard" and are subject to change as the standard is amended.

The Contractor shall provide patch Management reports to the COR upon Contractor receipt of a written request from the COR in accordance with the following reporting timeframes:

- 5 calendar days after being requested for a classified, CUI//SP-SGI, or high sensitivity system as determined using FIPS Pub 199
- 10 calendar days after being requested for a moderate sensitivity system as determined using FIPS Pub 199
- 15 calendar days after being requested for a low sensitivity system as determined using FIPS Pub 199

The Contractor shall incorporate anti-malware solutions into all systems used to process NRC information. For any Contractor system used to process NRC information, the Contractor must ensure that:

- All information is scanned for viruses prior to allowing the system to access the information
- Servers are scanned for malware, including viruses, adware, and spyware.
- Anti-malware information is updated at least at the following frequency:

1 calendar day for a high sensitivity system

3 calendar days for a moderate sensitivity system

7 calendar days for a low sensitivity system

For any Contractor deliverables or information loaded on external hard drives or other electronic devices, the Contractor must ensure that, prior to delivery to the NRC, the device, including software and files, is free of malware, including computer viruses, worms, trojan horses, ransomware, spyware, adware, scareware, browser hijacking software, mobile code, or other malicious code.

### **H.3 ANNUAL AND FINAL CONTRACTOR PERFORMANCE EVALUATIONS (AUG 2023)**

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

The Contracting Officer will transmit the NRC Contracting Officer's Representative's (COR) annual and final contractor performance evaluations to the contractor's Project Manager, unless otherwise instructed by the contractor. The contractor will be permitted thirty (30) calendar 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.

#### **H.4 CONTRACTOR CONDUCT (AUG 2023)**

The Contractor is responsible for ensuring that all Contractor staff receive anti-harassment training before being granted facility access. The Government reserves the right to deny or restrict facility access for any Contractor employee who engages in any conduct that the agency believes adversely affects the work place. The imposition of a restriction or prohibition shall not excuse the Contractor from performance of obligations under the contract.

#### **H.5 SECURITY REQUIREMENTS FOR ACCESS TO CLASSIFIED MATTER OR INFORMATION (AUG 2023)**

Performance under this contract will require access to classified matter or information (National Security Information or Restricted Data) in accordance with the attached NRC Form 187 (See List of Attachments). Prime Contractor personnel, subcontractors or others performing work under this contract shall require a "Q" security clearance (allows access to Top Secret, Secret, and Confidential National Security Information and Restricted Data) or an "L" security clearance (allows access to Secret and Confidential National Security Information and/or Confidential Restricted Data).

The Contractor must identify all individuals to work under this contract. The NRC sponsoring office shall make the final determination of the type of security clearance required for all individuals working under this contract.

The Contractor shall conduct a preliminary security interview or review for each of its employees, subcontractor employees and consultants, and submit to the Government only the names of candidates that have a reasonable probability of obtaining the level of security clearance for which the candidate has been proposed. The Contractor will pre-screen applicants for the following:

(a) pending criminal charges or proceedings; (b) felony arrest records including alcohol related arrest within the last five (5) years; (c) record of any military courts-martial charges and proceedings in the last seven (5) years and courts-martial convictions in the last ten (10) years; (d) any involvement in hate crimes; (e) involvement in any group or organization that espouses extra-legal violence as a legitimate means to an end; (f) dual or multiple citizenship including the issuance of a foreign passport in the last seven (5) years; (g) illegal use possession, or

distribution of narcotics or other controlled substances within the last seven (5) years; (h) financial issues regarding delinquent debts, liens, garnishments, bankruptcy and civil court actions in the last seven (5) years.

The Contractor will make a written record of their pre-screening interview or review (including any information to mitigate the responses to items listed in (a) - (h) in the paragraph above, and have the candidate verify the record, sign, and date it. Two (2) copies of the signed interview record or review will be supplied to DFS/PSB with the applicant's completed security application package.

The Contractor will further ensure that all Contractor employees, subcontractor employees and consultants for classified information access approval complete all security applications required by this clause within fourteen (14) calendar days of notification by DFS/PSB of initiation of the application process. Timely receipt of properly completed security applications (submitted for candidates that have a reasonable probability of obtaining the level of security clearance for which the candidate has been proposed) is a contract requirement. Failure of the Contractor to comply with this condition may be a basis to cancel the award, or terminate the contract for default, or 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. In the event of termination or cancellation, the Government may select another firm for contract award.

Such Contractor personnel shall be subject to the NRC Contractor personnel security requirements of NRC Management Directive (MD) 12.3, Part I and 10 CFR Part 10.11, which is hereby incorporated by reference and made a part of this contract as though fully set forth herein, and will require a favorably adjudicated Single Scope Background Investigation (SSBI) for "Q" clearances or a favorably adjudicated Access National Agency Check and Inquiries (ANACI), or higher level investigation depending on the position the individual will occupy, for "L" clearances.

A Contractor employee shall not have access to classified information until he/ she is granted a security clearance by DFS/PSB, based on a favorably adjudicated investigation. In the event the Contractor employee's investigation cannot be favorably adjudicated, any interim access approval may be revoked and the individual could be subsequently removed from performing under the contract. If interim approval access is revoked or denied, the Contractor is responsible for assigning another individual to perform the necessary work under this contract without delay to the contract's performance schedule, or without adverse impact to any other terms or conditions of the contract. The individual will be subject to a reinvestigation every five years for "Q" clearances and every ten (10) years for "L" clearances.

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 submission to the Office of Personnel Management for investigation. The individual may start working under this contract before a final clearance is granted if a temporary access determination can be made by DFS/PSB after the review of the security package. If the individual is granted a temporary access authorization, the individual may not have access to classified information under this contract until DFS/PSB has granted them the appropriate security clearance, and the individual has read, understood, and signed the SF 312, "Classified Information Nondisclosure

Agreement." The Contractor shall assure that all forms above are accurate, complete, and legible (except for Part 2 of the questionnaire, which is required to be completed in private and submitted by the individual to the Contractor in a sealed envelope), as set forth in NRC MD 12.3. Based on DFS/PSB review of the applicant's investigation, the individual may be denied his/her security clearance in accordance with the due process procedures set forth in MD 12.3, E.O. 12968, and 10 CFR Part 10.11.

In accordance with NRCAR 2052.204-70 cleared Contractors shall be subject to the attached NRC Form 187 (See Section J for List of Attachments), MD 12.3, SF- 86 and Contractor's signed record or review of the pre-screening which furnishes the basis for providing security requirements to prime Contractors, subcontractors or others who have or may have an NRC contractual relationship which requires access to classified information.

#### CANCELLATION OR TERMINATION OF SECURITY CLEARANCE ACCESS/REQUEST

When a request for clearance investigation is to be withdrawn or canceled, the Contractor shall immediately notify the COR by telephone so that the investigation may be promptly discontinued. The notification shall contain the full name of the individual, and the date of the request. Telephone notifications must be promptly confirmed in writing by the Contractor to the COR who will forward the confirmation via email to DFS/PSB. Additionally, DFS/PSB must be immediately notified in writing when an individual no longer requires access to Government classified information, including the voluntary or involuntary separation of employment of an individual who has been approved for or is being processed for access under the NRC "Personnel Security Program."

#### **H.6 NRC INFORMATION TECHNOLOGY SECURITY TRAINING (AUG 2023)**

NRC contractors shall ensure that their employees, consultants, and subcontractors with access to the agency's information technology (IT) equipment and/or IT services complete NRC's online initial and refresher IT security training requirements to ensure that their knowledge of IT threats, vulnerabilities, and associated countermeasures remains current. Both the initial and refresher IT security training courses generally last an hour or less and can be taken during the employee's regularly scheduled work day.

Contractor employees, consultants, and subcontractors shall complete the NRC's online annual, "Computer Security Awareness" course on the same day that they receive access to the agency's IT equipment and/or services, as their first action using the equipment/service. For those contractor employees, consultants, and subcontractors who are already working under this contract, the on-line training must be completed in accordance with agency Network Announcements issued throughout the year, within three weeks of issuance of this modification.

Additional annual required online NRC training includes but is not limited to the following:

1. Allegations Intake and Routing (Initial)
2. Be riskSMART (Initial)
3. Classified Information Awareness (Initial and Annually)
4. Controlled Unclassified Information (CUI) Awareness (Initial and every 2 years beginning in 2023)

5. Cybersecurity Awareness Training (Initial and Annually)
6. Defensive Counterintelligence and Insider Threat Awareness (Initial and Annually)
7. Internal Control: A Path Forward to Accountability (Initial)
8. NRC Records Management Training (Initial and Annually)
9. Personally Identifiable Information (PII) and Privacy Act Responsibilities Awareness (Initial and Annually)
10. Safeguards Information Training for Staff (Initial)

Contractor employees, consultants, and subcontractors who have been granted access to NRC information technology equipment and/or IT services must continue to take IT security refresher training offered online by the NRC throughout the term of the contract. Contractor employees will receive notice of NRC's online IT security refresher training requirements through agency-wide notices.

Contractor Monthly Letter Status Reports (MLSR) must include the following information for all completed training:

- (1) the name of the individual completing the course;
- (2) the course title; and
- (3) the course completion date.

The MLSR must also include the following information for those individuals who have not completed their required training:

- (1) the name of the individual who has not yet completed the training;
- (2) the title of the course(s) which must still be completed; and
- (3) the anticipated course completion date(s).

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

#### **H.7 SECURITY REQUIREMENTS RELATING TO THE PRODUCTION OF REPORTS OR THE PUBLICATION OF RESULTS UNDER CONTRACTS, AGREEMENTS, AND GRANTS (AUG 2023)**

##### Review and Approval of Reports

(a) Reporting Requirements. The contractor/grantee shall comply with the terms and conditions of the contract/grant regarding the contents of the draft and final report, summaries, data, and related documents, to include correcting, deleting, editing, revising, modifying, formatting, and supplementing any of the information contained therein, at no additional cost to the NRC.

Performance under the contract/grant will not be deemed accepted or completed until it complies with the NRC's directions, as applicable. The reports, summaries, data, and related documents will be considered draft until approved by the NRC. The contractor/grantee agrees that the direction, determinations, and decisions on approval or disapproval of reports, summaries, data, and related documents created under this contract/grant remain solely within the discretion of the NRC.

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

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

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

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

### **H.8 DRUG FREE WORKPLACE TESTING: UNESCORTED ACCESS TO NUCLEAR FACILITIES, ACCESS TO CLASSIFIED INFORMATION OR SAFEGUARDS INFORMATION, OR PERFORMING IN ESPECIALLY SENSITIVE POSITIONS (AUG 2023)**

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).

### **H.9 GREEN PURCHASING (AUG 2023)**

(a) In furtherance of the sustainable acquisition goals of Executive Order (EO) 14057: "Catalyzing Clean Energy Industries and Jobs Through Federal Sustainability" 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. More information on the Federal Sustainability Plan including related information is located at: <https://www.sustainability.gov/federalsustainabilityplan/>.

(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.

### **H.10 COMPLIANCE WITH INTERNET PROTOCOL VERSION 6 (IPV6) IN ACQUIRING ELECTRONIC AND INFORMATION TECHNOLOGY (EIT) (OCT 2012)**

(a) This procurement involves the acquisition of electronic and information technology (EIT), as defined in FAR 2.101, that uses the Internet Protocol (IP).

(b) As used in this clause, "IPv6 Capable Products" means any product that meets the minimum set of mandatory requirements, appropriate to its Product Class, necessary for it to interoperate with other IPv6 products employed in IPv6 networks.

(c) In its quotation or proposal, the offeror shall provide a complete and signed USGv6 Suppliers Declaration of Conformity (SDOC) for all IPv6 capable products. See Internet site at [www.nist.gov/itl/antd/usgv6.cfm](http://www.nist.gov/itl/antd/usgv6.cfm). The offeror's submitted SDOC should address all of the IPv6 capabilities/stacks claimed for the specific product being offered and report appropriate conformance and interoperability testing results obtained from an accredited USGv6 testing laboratory. If an offeror does not have an SDOC, the firm should sufficiently address the path forward relating to IPv6 certification.

(d) If the offeror plans to offer a deliverable that involves EIT that may not comply with IPv6 requirements at the time of delivery and receives the award for the contract/order, then the contractor shall obtain the Contracting Officer's written approval before commencing work on the deliverable.

(e) Should the offeror find that the Statement of Work/Specifications of this contract/order does not conform to IPv6 standards, it must notify the contracting officer in a timely manner of such nonconformance.

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

(g) The contractor shall ensure that all deliverables that involve EIT that use IP (products, services, software, etc.) comply with IPv6 standards and interoperate with both IPv6 and IPv4 systems and products.

#### **H.11 SECURITY REQUIREMENTS FOR UNESCORTED ACCESS TO NUCLEAR POWER PLANTS (AUG 2023)**

Performance under this contract may involve unescorted access to protected and vital areas of nuclear power plants or access to unclassified Safeguards Information (SGI).

Before anyone requiring Building Access (BA) can begin working, they must be granted either temporary access or final access based on a background investigation. A pre-employment review of anyone requiring building access is conducted by NRC Personnel Security Branch (PSB) to provide the basis for temporary access. A more thorough investigation covering the last 10 years, conducted by its investigation service provider, provides the basis for granting final BA. Individuals requesting building access must have resided in the United States for the immediate and previous 2 years. Individuals requesting building access living overseas for extensive periods may have difficulty obtaining investigative coverage overseas. This may also result in a delay or the inability to process the BA approval.

Individuals requiring access to protected and vital areas of nuclear power plants or access to unclassified SGI will be approved for access in accordance with the following procedures:

##### 1. Sponsoring Office Responsibilities for Unescorted Access of NRC Contractors:

(a) The NRC sponsoring office must decide whether performance in accordance with an NRC contract, Interagency Agreement (IAA), or Memorandum of Understanding (MOU) will involve unescorted access to nuclear power facilities, access to CUI//SP-SGI, access to NRC IT systems or sensitive information, or Building Access (BA). For these contracts, the sponsoring office must state on the appropriate procurement request document that—

(i) “This contract requires unescorted access to nuclear power facilities by contractor employees,” or “This contract requires contractor access to nuclear power reactor CUI//SP-SGI,” or “This contract requires access to NRC information technology systems or sensitive information.”

(ii) “This contract requires continuous unescorted access (in excess of 30 calendar days) to NRC headquarters or regional office facilities, or otherwise requires NRC photo identification or keycard badges.”

(b) The Sponsoring office must include the NRC Form 187, “Contract Security and/or Classification Requirements,” available in the NRC Forms Library on SharePoint, according to the requirements of NRC Management Directive MD 11.1, “NRC Acquisition of Supplies and Services.” (See MD 12.1 for escort and badge responsibilities, and security requirements outlined in MD 11.1.)

## 2. Unescorted at Nuclear Power Reactor Facilities

Individuals requiring unescorted access to protected and vital areas of nuclear power facilities (and IT Level II access, if applicable) will be approved in accordance with the following procedures:

### (a) Temporary Approval

Temporary approvals may be obtained by two methods:

(i) The Contractor must submit a completed personnel security forms packet to the Personnel Security Branch (PSB) through the NRC Contracting Officer’s Representative (COR), including an SF 86, Questionnaire for National Security Positions. PSB will conduct criminal history and credit checks. Based on the result of these checks, the NRC Division of Facilities and Security (DFS) will determine the contractor employee’s eligibility for temporary access and will indicate “objection” or “no objection” to the sponsoring office, pending completion of the required background investigation.

(ii) The contractor employee will be fingerprinted by the facility and those fingerprints will be submitted to the NRC’s Criminal History Program for processing. In addition, the applicant will be subject to the licensee utility’s access authorization program.

### (b) Final Approval

Final access approval will be granted after—

(i) The required investigation on the applicant has been completed and has received a favorable adjudicative review that results in NRC’s endorsement of the applicant’s unescorted access at all nuclear facilities, as long as the individual employee is employed on the contract, and provided no new issue or information is developed that may bring the applicant’s eligibility into question.

(ii) The contractor has obtained unescorted access authorization (other than temporary access) at the specific facility through that utility’s access authorization program.



(iii) The applicant possesses a valid Federal Government-issued security clearance as verified by PSB.

(c) Resolving Questions of Eligibility

The investigation may involve a Tier 3 or another investigation as Personnel Security Branch (PSB) deems necessary. PSB will resolve any question regarding the contractor employee's eligibility for unescorted access to protected or vital areas of nuclear power facilities before granting a final approval.

(d) Notification of Unusual Circumstances

Contractors who possess temporary or final unescorted access to nuclear power facilities or access to CUI//SP-SGI are subject to the reporting requirements set forth in Section II.J.1 of MD 12.3. The security officer or designee must promptly report the circumstances to PSB.

**H.12 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)

**H.13 2052.204-71 SITE ACCESS BADGE REQUIREMENTS. (JAN 1993)**

During the life of this contract, the rights of ingress and egress for contractor personnel must be made available as required. In this regard, all contractor personnel whose duties under this contract require their presence on-site shall be clearly identifiable by a distinctive badge furnished by the Government. The Project Officer shall assist the contractor in obtaining the badges for contractor personnel. It is the sole responsibility of the contractor to ensure that each employee has proper identification at all times. All prescribed identification must be immediately delivered to the Security Office for cancellation or disposition upon the termination of employment of any contractor personnel. Contractor personnel shall have this identification in their possession during on-site performance under this contract. It is the contractor's duty to assure that contractor personnel enter only those work areas necessary for performance of contract work and to assure the safeguarding of any Government records or data that contractor personnel may come into contact with.

(End of Clause)

**H.14 2052.215-70 KEY PERSONNEL. (JAN 1993)**

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

[REDACTED]

(b) If one or more of the key personnel, for whatever reason, becomes, or is expected to become, unavailable for work under this contract for a continuous period exceeding 30

work days, or is expected to devote substantially less effort to the work than indicated in the proposal or initially anticipated, the contractor shall immediately notify the contracting officer and shall, subject to the concurrence of the contracting officer, promptly replace the personnel with personnel of at least substantially equal ability and qualifications.

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

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

(End of Clause)

#### **H.15 2052.215-71 CONTRACTING OFFICER REPRESENTATIVE AUTHORITY. (OCT 1999)**

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

Primary COR

[REDACTED]

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

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

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

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

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

- (1) Constitutes an assignment of work outside the general scope of the contract.
- (2) Constitutes a change as defined in the "Changes" clause of this contract.
- (3) In any way causes an increase or decrease in the total estimated contract cost, the fixed fee, if any, or the time required for contract performance.
- (4) Changes any of the expressed terms, conditions, or specifications of the contract.
- (5) Terminates the contract, settles any claim or dispute arising under the contract, or issues any unilateral directive whatever.

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

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

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

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

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

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

- (1) Monitor the contractor's technical progress, including surveillance and assessment of performance, and recommend to the contracting officer changes in requirements.

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

(End of Clause)

#### **H.16 2052.242-70 RESOLVING DIFFERING PROFESSIONAL VIEWS. (OCT 1999)**

- (a) The Nuclear Regulatory Commission's (NRC) policy is to support the contractor's expression of professional health and safety related concerns associated with the contractor's work for NRC that may differ from a prevailing NRC staff view, disagree with an NRC decision or policy position, or take issue with proposed or established agency practices. An occasion may arise when an NRC contractor, contractor's personnel, or subcontractor personnel believes that a conscientious expression of a competent judgement is required to document such concerns on matters directly associated with its performance of the contract. The NRC's policy is to support these instances as Differing Professional Views (DPVs).
- (b) The procedure that will be used provides for the expression and resolution of differing professional views (DPVs) of health and safety related concerns associated with the mission of the agency by NRC contractors, contractor personnel or subcontractor personnel on matters directly associated with its performance of the contract. This procedure may be found in Attachments to this document. The contractor shall provide a copy of the NRC DPV procedure to all of its employees performing under this contract and to all subcontractors who shall, in turn, provide a copy of the procedure to its

employees. The prime contractor or subcontractor shall submit all DPV's received but need not endorse them.

(End of Clause)

**H.17 2052.242-71 PROCEDURES FOR RESOLVING DIFFERING PROFESSIONAL VIEWS.  
(OCT 1999)**

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of Clause)



## I - Contract Clauses

### I.1 2052.209-72 CONTRACTOR ORGANIZATIONAL CONFLICTS OF INTEREST. (JAN 1993)

(a) Purpose. The primary purpose of this clause is to aid in ensuring that the contractor:

(1) Is not placed in a conflicting role because of current or planned interests (financial, contractual, organizational, or otherwise) which relate to the work under this contract; and

(2) Does not obtain an unfair competitive advantage over other parties by virtue of its performance of this contract.

(b) Scope. The restrictions described apply to performance or participation by the contractor, as defined in 48 CFR 2009.570-2 in the activities covered by this clause.

(c) Work for others.

(1) Notwithstanding any other provision of this contract, during the term of this contract, the contractor agrees to forego entering into consulting or other contractual arrangements with any firm or organization the result of which may give rise to a conflict of interest with respect to the work being performed under this contract. The contractor shall ensure that all employees under this contract abide by the provision of this clause. If the contractor has reason to believe, with respect to itself or any employee, that any proposed consultant or other contractual arrangement with any firm or organization may involve a potential conflict of interest, the contractor shall obtain the written approval of the contracting officer before the execution of such contractual arrangement.

(2) The contractor may not represent, assist, or otherwise support an NRC licensee or applicant undergoing an NRC audit, inspection, or review where the activities that are the subject of the audit, inspection, or review are the same as or substantially similar to the services within the scope of this contract (or task order as appropriate) except where the NRC licensee or applicant requires the contractor's support to explain or defend the contractor's prior work for the utility or other entity which NRC questions.

(3) When the contractor performs work for the NRC under this contract at any NRC licensee or applicant site, the contractor shall neither solicit nor perform work in the same or similar technical area for that licensee or applicant organization for a period commencing with the award of the task order or beginning of work on the site (if not a task order contract) and ending one year after completion of all work under the associated task order, or last time at the site (if not a task order contract).

(4) When the contractor performs work for the NRC under this contract at any NRC licensee or applicant site,

(i) The contractor may not solicit work at that site for that licensee or applicant during the period of performance of the task order or the contract, as appropriate.

(ii) The contractor may not perform work at that site for that licensee or applicant during the period of performance of the task order or the contract, as appropriate, and for one year thereafter.

(iii) Notwithstanding the foregoing, the contracting officer may authorize the contractor to solicit or perform this type of work (except work in the same or similar technical area) if the contracting officer determines that the situation will not pose a potential for technical bias or unfair competitive advantage.

(d) Disclosure after award.

(1) The contractor warrants that to the best of its knowledge and belief, and except as otherwise set forth in this contract, that it does not have any organizational conflicts of interest as defined in 48 CFR 2009.570-2.

(2) The contractor agrees that if, after award, it discovers organizational conflicts of interest with respect to this contract, it shall make an immediate and full disclosure in writing to the contracting officer. This statement must include a description of the action which the contractor has taken or proposes to take to avoid or mitigate such conflicts. The NRC may, however, terminate the contract if termination is in the best interest of the Government.

(3) It is recognized that the scope of work of a task-order-type contract necessarily encompasses a broad spectrum of activities. Consequently, if this is a task-order-type contract, the contractor agrees that it will disclose all proposed new work involving NRC licensees or applicants which comes within the scope of work of the underlying contract. Further, if this contract involves work at a licensee or applicant site, the contractor agrees to exercise diligence to discover and disclose any new work at that licensee or applicant site. This disclosure must be made before the submission of a bid or proposal to the utility or other regulated entity and must be received by the NRC at least 15 days before the proposed award date in any event, unless a written justification demonstrating urgency and due diligence to discover and disclose is provided by the contractor and approved by the contracting officer. The disclosure must include the statement of work, the dollar value of the proposed contract, and any other documents that are needed to fully describe the proposed work for the regulated utility or other regulated entity. NRC may deny approval of the disclosed work only when the NRC has issued a task order which includes the technical area and, if site-specific, the site, or has plans to issue a task order which includes the technical area and, if site-specific, the site, or when the work violates paragraphs (c)(2), (c)(3) or (c)(4) of this section.

(e) Access to and use of information.

(1) If, in the performance of this contract, the contractor obtains access to information, such as NRC plans, policies, reports, studies, financial plans, internal data protected by the Privacy Act of 1974 (5 U.S.C. Section 552a (1988)), or the Freedom of Information Act (5 U.S.C. Section 552 (1986)), the contractor agrees not to:

(i) Use this information for any private purpose until the information has been released to the public;

(ii) Compete for work for the Commission based on the information for a period of six months after either the completion of this contract or the release of the information to the public, whichever is first;

(iii) Submit an unsolicited proposal to the Government based on the information until one year after the release of the information to the public; or

(iv) Release the information without prior written approval by the contracting officer unless the information has previously been released to the public by the NRC.

(2) In addition, the contractor agrees that, to the extent it receives or is given access to proprietary data, data protected by the Privacy Act of 1974 (5 U.S.C. Section 552a (1988)), or the Freedom of Information Act (5 U.S.C. Section 552 (1986)), or other confidential or privileged technical, business, or financial information under this contract, the contractor shall treat the information in accordance with restrictions placed on use of the information.

(3) Subject to patent and security provisions of this contract, the contractor shall have the right to use technical data it produces under this contract for private purposes provided that all requirements of this contract have been met.

(f) Subcontracts. Except as provided in 48 CFR 2009.570-2, the contractor shall include this clause, including this paragraph, in subcontracts of any tier. The terms contract, contractor, and contracting officer, must be appropriately modified to preserve the Government's rights.

(g) Remedies. For breach of any of the above restrictions, or for intentional nondisclosure or misrepresentation of any relevant interest required to be disclosed concerning this contract or for such erroneous representations that necessarily imply bad faith, the Government may terminate the contract for default, disqualify the contractor from subsequent contractual efforts, and pursue other remedies permitted by law or this contract.

(h) Waiver. A request for waiver under this clause must be directed in writing to the contracting officer in accordance with the procedures outlined in 48 CFR 2009.570-9.

(i) Follow-on effort. The contractor shall be ineligible to participate in NRC contracts, subcontracts, or proposals therefor (solicited or unsolicited) which stem directly from the contractor's performance of work under this contract. Furthermore, unless so directed in writing by the contracting officer, the contractor may not perform any technical consulting or management support services work or evaluation activities under this contract on any of its products or services or the products or services of another firm if the contractor has been substantially involved in the development or marketing of the products or services.

(1) If the contractor under this contract, prepares a complete or essentially complete statement of work or specifications, the contractor is not eligible to

perform or participate in the initial contractual effort which is based on the statement of work or specifications. The contractor may not incorporate its products or services in the statement of work or specifications unless so directed in writing by the contracting officer, in which case the restrictions in this paragraph do not apply.

(2) Nothing in this paragraph precludes the contractor from offering or selling its standard commercial items to the Government.

(End of Clause)

**I.2 2052.222-70 NONDISCRIMINATION BECAUSE OF AGE. (JAN 1993)**

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

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

(End of Provision)

**FAR Clauses Incorporated By Reference**

**I.3 52.202-1 DEFINITIONS. (JUN 2020)**

**I.4 52.203-3 GRATUITIES. (APR 1984)**

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

**I.6 52.203-7 ANTI-KICKBACK PROCEDURES. (JUN 2020)**

**I.7 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY. (MAY 2014)**

**I.8 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY. (MAY 2014)**

**I.9 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS. (JUN 2020)**

**I.10 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT. (NOV 2021)**

**I.11 52.204-2 SECURITY REQUIREMENTS. (MAR 2021)**

**I.12 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER. (MAY 2011)**

**I.13 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL. (JAN 2011)**

**I.14 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS. (JUN 2020)**

**I.15 52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE. (OCT 2018)**

**I.16 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT. (NOV 2021)**

**I.17 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS. (OCT 2018)**

**I.18 52.210-1 MARKET RESEARCH. (NOV 2021)**

**I.19 52.215-8 ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT. (OCT 1997)**

**I.20 52.215-23 LIMITATIONS ON PASS-THROUGH CHARGES. (JUN 2020)**

**I.21 52.216-7 ALLOWABLE COST AND PAYMENT. (AUG 2018)**

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

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

(3) The designated payment office will make interim payments for contract financing on the 30th day after the designated billing office receives a proper payment request.

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

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

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

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

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

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

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

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

(C) Direct labor;

(D) Direct travel;

(E) Other direct in-house costs; and

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

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

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

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

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's indirect costs for payment purposes).

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

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

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

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

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

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

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

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

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

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

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

(E) Claimed allocation bases, by element of cost, used to distribute indirect costs.

(F) Facilities capital cost of money factors computation.

(G) Reconciliation of books of account (i.e., General Ledger) and claimed direct costs by major cost element.

(H) Schedule of direct costs by contract and subcontract and indirect expense applied at claimed rates, as well as a subsidiary schedule of Government participation percentages in each of the allocation base amounts.

(I) Schedule of cumulative direct and indirect costs claimed and billed by contract and subcontract.

(J) Subcontract information. Listing of subcontracts awarded to companies for which the contractor is the prime or upper-tier contractor (include prime and subcontract numbers; subcontract value and award type; amount claimed during the fiscal year; and the subcontractor name, address, and point of contact information).

(K) Summary of each time-and-materials and labor-hour contract information, including labor categories, labor rates, hours, and amounts; direct materials; other direct costs; and, indirect expense applied at claimed rates.

(L) Reconciliation of total payroll per IRS form 941 to total labor costs distribution.

(M) Listing of decisions/agreements/approvals and description of accounting/organizational changes.

(N) Certificate of final indirect costs (see 52.242-4, Certification of Final Indirect Costs).

(O) Contract closing information for contracts physically completed in this fiscal year (include contract number, period of performance, contract ceiling amounts, contract fee computations, level of effort, and indicate if the contract is ready to close).

(iv) The following supplemental information is not required to determine if a proposal is adequate, but may be required during the audit process:

(A) Comparative analysis of indirect expense pools detailed by account to prior fiscal year and budgetary data.

(B) General organizational information and limitation on allowability of compensation for certain contractor personnel. See 31.205-6(p). Additional salary reference information is available at <https://www.whitehouse.gov/wp-content/uploads/2017/11/ContractorCompensationCapContractsAwardedBeforeJune24.pdf> and <https://www.whitehouse.gov/wp-content/uploads/2017/11/ContractorCompensationCapContractsAwardedAfterJune24.pdf>.

(C) Identification of prime contracts under which the contractor performs as a subcontractor.



(D) Description of accounting system (excludes contractors required to submit a CAS Disclosure Statement or contractors where the description of the accounting system has not changed from the previous year's submission).

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

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

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

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

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

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

(K) Federal and State income tax returns.

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

(M) Minutes from board of directors meetings.

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

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

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

(3) The Contractor and the appropriate Government representative shall execute a written understanding setting forth the final indirect cost rates. The understanding shall specify (i) the agreed-upon final annual indirect cost rates, (ii) the bases to which the rates apply, (iii) the periods for which the rates apply,

(iv) any specific indirect cost items treated as direct costs in the settlement, and (v) the affected contract and/or subcontract, identifying any with advance agreements or special terms and the applicable rates. The understanding shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this contract. The understanding is incorporated into this contract upon execution.

(4) Failure by the parties to agree on a final annual indirect cost rate shall be a dispute within the meaning of the Disputes clause.

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

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

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

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

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

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

(1) Shall be the anticipated final rates; and

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

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

(g) *Audit.* At any time or times before final payment, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. Any payment may be (1) reduced by amounts found by the Contracting Officer not to constitute allowable costs or (2) adjusted for prior overpayments or underpayments.

(h) *Final payment.* (1) Upon approval of a completion invoice or voucher submitted by the Contractor in accordance with paragraph (d)(5) of this clause, and upon the

Contractor's compliance with all terms of this contract, the Government shall promptly pay any balance of allowable costs and that part of the fee (if any) not previously paid.

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

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

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

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

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

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

(End of clause)

**I.22 52.216-8 FIXED FEE. (JUN 2011)**

**I.23 52.216-26 PAYMENTS OF ALLOWABLE COSTS BEFORE DEFINITIZATION. (DEC 2002)**

**I.24 52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE. (NOV 2020)**

**I.25 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS. (SEP 2023)**

- I.26 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN. (SEP 2023)**
- I.27 52.222-3 CONVICT LABOR. (JUN 2003)**
- I.28 52.222-21 PROHIBITION OF SEGREGATED FACILITIES. (APR 2015)**
- I.29 52.222-26 EQUAL OPPORTUNITY. (SEP 2016)**
- I.30 52.222-37 EMPLOYMENT REPORTS ON VETERANS. (JUN 2020)**
- I.31 52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT. (DEC 2010)**
- I.32 52.222-50 COMBATING TRAFFICKING IN PERSONS. (NOV 2021)**
- I.33 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION. (MAY 2022)**
- I.34 52.223-6 DRUG-FREE WORKPLACE. (MAY 2001)**
- I.35 52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING. (JUN 2020)**
- I.36 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES. (FEB 2021)**
- I.37 52.227-14 RIGHTS IN DATA-GENERAL. (MAY 2014)**
- I.38 52.228-7 INSURANCE - LIABILITY TO THIRD PERSONS. (MAR 1996)**
- I.39 52.232-17 INTEREST. (MAY 2014)**
- I.40 52.232-18 AVAILABILITY OF FUNDS. (APR 1984)**
- I.41 52.232-20 LIMITATION OF COST. (APR 1984)**
- I.42 52.232-22 LIMITATION OF FUNDS. (APR 1984)**
- I.43 52.232-23 ASSIGNMENT OF CLAIMS. (MAY 2014)**
- I.44 52.232-25 PROMPT PAYMENT. (JAN 2017)**
- I.45 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER - SYSTEM FOR AWARD MANAGEMENT. (OCT 2018)**
- I.46 52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS. (JUN 2013)**
- I.47 52.233-1 DISPUTES. (MAY 2014)**
- I.48 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM. (OCT 2004)**
- I.49 52.242-1 NOTICE OF INTENT TO DISALLOW COSTS. (APR 1984)**
- I.50 52.242-3 PENALTIES FOR UNALLOWABLE COSTS. (DEC 2022)**

**I.51 52.242-4 CERTIFICATION OF FINAL INDIRECT COSTS. (JAN 1997)**

**I.52 52.242-5 PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS. (JAN 2017)**

**I.53 52.242-13 BANKRUPTCY. (JUL 1995)**

**I.54 52.244-6 SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES. (DEC 2023)**

**I.55 52.245-1 GOVERNMENT PROPERTY. (SEP 2021)**

**I.56 52.245-9 USE AND CHARGES. (APR 2012)**

**I.57 52.246-25 LIMITATION OF LIABILITY - SERVICES. (FEB 1997)**

**I.58 52.248-1 VALUE ENGINEERING. (JUN 2020)**

**I.59 52.249-6 TERMINATION (COST-REIMBURSEMENT). (MAY 2004)**

**I.60 52.253-1 COMPUTER GENERATED FORMS. (JAN 1991)**

**FAR Clauses Incorporated By Full Text**

**I.61 52.204-27 PROHIBITION ON A BYTEDANCE COVERED APPLICATION. (JUN 2023)**

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

*Covered application* means the social networking service TikTok or any successor application or service developed or provided by ByteDance Limited or an entity owned by ByteDance Limited.

*Information technology*, as defined in 40 U.S.C. 11101(6)-

(1) Means any equipment or interconnected system or subsystem of equipment, used in the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the executive agency, if the equipment is used by the executive agency directly or is used by a contractor under a contract with the executive agency that requires the use-

(i) Of that equipment; or

(ii) Of that equipment to a significant extent in the performance of a service or the furnishing of a product;

(2) Includes computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including support services), and related resources; but

(3) Does not include any equipment acquired by a Federal contractor incidental to a Federal contract.

(b) *Prohibition.* Section 102 of Division R of the Consolidated Appropriations Act, 2023 (Pub. L. 117-328), the No TikTok on Government Devices Act, and its implementing guidance under Office of Management and Budget (OMB) Memorandum M-23-13, dated February 27, 2023, "No TikTok on Government Devices" Implementation Guidance, collectively prohibit the presence or use of a covered application on executive agency information technology, including certain equipment used by Federal contractors. The Contractor is prohibited from having or using a covered application on any information technology owned or managed by the Government, or on any information technology used or provided by the Contractor under this contract, including equipment provided by the Contractor's employees; however, this prohibition does not apply if the Contracting Officer provides written notification to the Contractor that an exception has been granted in accordance with OMB Memorandum M-23-13.

(c) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts, including subcontracts for the acquisition of commercial products or commercial services.

(End of clause)

**I.62 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 award date through contract expiration.

(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)

**I.63 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 \$10,000.00, 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 the awarded ceiling amount;

(2) Any order for a combination of items in excess of the awarded ceiling amount;  
or

(3) A series of orders from the same ordering office within 0 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 five 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)

**I.64 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 after expiration.

(End of clause)

**I.65 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 the period of performance.

(End of clause)

**I.66 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT. (MAR 2000)**

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

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

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

(End of clause)

**I.67 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN. (SEP 2023) - ALTERNATE IV (SEP 2023)**

(a) This clause does not apply to small business concerns.

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

*Alaska Native Corporation (ANC)* means any Regional Corporation, Village Corporation, Urban Corporation, or Group Corporation organized under the laws of the State of Alaska in accordance with the Alaska Native Claims Settlement Act, as amended (43 U.S.C. 1601, et seq.) and which is considered a minority and economically disadvantaged concern under the criteria at 43 U.S.C. 1626(e)(1). This definition also includes ANC direct and indirect subsidiary corporations, joint ventures, and partnerships that meet the requirements of 43 U.S.C. 1626(e)(2).



*Commercial plan* means a subcontracting plan (including goals) that covers the offeror's fiscal year and that applies to the entire production of commercial products and commercial services sold by either the entire company or a portion thereof (e.g., division, plant, or product line).

*Commercial product* means a product that satisfies the definition of "commercial product" in Federal Acquisition Regulation (FAR) 2.101.

*Commercial service* means a service that satisfies the definition of "commercial service" in FAR 2.101.

*Electronic Subcontracting Reporting System (eSRS)* means the Governmentwide, electronic, web-based system for small business subcontracting program reporting. The eSRS is located at <http://www.esrs.gov>.

*Indian tribe* means any Indian tribe, band, group, pueblo, or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act (43 U.S.C.A. 1601 et seq.), that is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs in accordance with 25 U.S.C. 1452(c). This definition also includes Indian-owned economic enterprises that meet the requirements of 25 U.S.C. 1452(e).

*Individual subcontracting plan* means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror's planned subcontracting in support of the specific contract, except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

*Master subcontracting plan* means a subcontracting plan that contains all the required elements of an individual subcontracting plan, except goals, and may be incorporated into individual subcontracting plans, provided the master subcontracting plan has been approved.

*Reduced payment* means a payment that is for less than the amount agreed upon in a subcontract in accordance with its terms and conditions, for supplies and services for which the Government has paid the prime contractor.

*Subcontract* means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

*Total contract dollars* means the final anticipated dollar value, including the dollar value of all options.

*Untimely payment* means a payment to a subcontractor that is more than 90 days past due under the terms and conditions of a subcontract for supplies and services for which the Government has paid the prime contractor.

(c)(1) The Contractor, upon request by the Contracting Officer, shall submit and negotiate a subcontracting plan, where applicable, that separately addresses

subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns. If the Contractor is submitting an individual subcontracting plan, the plan shall separately address subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, with a separate part for the basic contract and separate parts for each option (if any). The subcontracting plan shall be incorporated into the contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. The subcontracting plan does not apply retroactively.

(2)(i) The prime Contractor may accept a subcontractor's written representations of its size and socioeconomic status as a small business, small disadvantaged business, veteran-owned small business, service-disabled veteran-owned small business, or a women-owned small business if the subcontractor represents that the size and socioeconomic status representations with its offer are current, accurate, and complete as of the date of the offer for the subcontract.

(ii) The Contractor may accept a subcontractor's representations of its size and socioeconomic status as a small business, small disadvantaged business, veteran-owned small business, service-disabled veteran-owned small business, or a women-owned small business in the System for Award Management (SAM) if-

(A) The subcontractor is registered in SAM; and

(B) The subcontractor represents that the size and socioeconomic status representations made in SAM are current, accurate and complete as of the date of the offer for the subcontract.

(iii) The Contractor may not require the use of SAM for the purposes of representing size or socioeconomic status in connection with a subcontract.

(iv) In accordance with 13 CFR 121.411, 126.900, 127.700, and 128.600, a contractor acting in good faith is not liable for misrepresentations made by its subcontractors regarding the subcontractor's size or socioeconomic status.

(d) The Contractor's subcontracting plan shall include the following:

(1) Separate goals, expressed in terms of total dollars subcontracted and as a percentage of total planned subcontracting dollars, for the use of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. For individual subcontracting plans, and if required by the Contracting Officer, goals shall also be expressed in terms of percentage of total contract dollars, in addition to the goals expressed as a percentage of total subcontract dollars. The Contractor shall include all subcontracts that contribute to contract performance, and may include a

proportionate share of products and services that are normally allocated as indirect costs. In accordance with 43 U.S.C. 1626-

(i) Subcontracts awarded to an ANC or Indian tribe shall be counted towards the subcontracting goals for small business and small disadvantaged business concerns, regardless of the size or Small Business Administration certification status of the ANC or Indian tribe; and

(ii) Where one or more subcontractors are in the subcontract tier between the prime Contractor and the ANC or Indian tribe, the ANC or Indian tribe shall designate the appropriate Contractor(s) to count the subcontract towards its small business and small disadvantaged business subcontracting goals.

(A) In most cases, the appropriate Contractor is the Contractor that awarded the subcontract to the ANC or Indian tribe.

(B) If the ANC or Indian tribe designates more than one Contractor to count the subcontract toward its goals, the ANC or Indian tribe shall designate only a portion of the total subcontract award to each Contractor. The sum of the amounts designated to various Contractors cannot exceed the total value of the subcontract.

(C) The ANC or Indian tribe shall give a copy of the written designation to the Contracting Officer, the Contractor, and the subcontractors in between the prime Contractor and the ANC or Indian tribe within 30 days of the date of the subcontract award.

(D) If the Contracting Officer does not receive a copy of the ANC's or the Indian tribe's written designation within 30 days of the subcontract award, the Contractor that awarded the subcontract to the ANC or Indian tribe will be considered the designated Contractor.

(2) A statement of-

(i) Total dollars planned to be subcontracted for an individual subcontracting plan; or the Contractor's total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan, including all indirect costs, with the exception of those such as the following: Employee salaries and benefits; payments for petty cash; depreciation; interest; income taxes; property taxes; lease payments; bank fees; fines, claims, and dues; original equipment manufacturer relationships during warranty periods (negotiated up front with the product); utilities and other services purchased from a municipality or an entity solely authorized by the municipality to provide those services in a particular geographical region; and philanthropic contributions;

(ii) Total dollars planned to be subcontracted to small business concerns (including ANC and Indian tribes);

(iii) Total dollars planned to be subcontracted to veteran-owned small business concerns;

(iv) Total dollars planned to be subcontracted to service-disabled veteran-owned small business;

(v) Total dollars planned to be subcontracted to HUBZone small business concerns;

(vi) Total dollars planned to be subcontracted to small disadvantaged business concerns (including ANCs and Indian tribes); and

(vii) Total dollars planned to be subcontracted to women-owned small business concerns.

(3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to-

(i) Small business concerns;

(ii) Veteran-owned small business concerns;

(iii) Service-disabled veteran-owned small business concerns;

(iv) HUBZone small business concerns;

(v) Small disadvantaged business concerns; and

(vi) Women-owned small business concerns.

(4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.

(5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, SAM, veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). The Contractor may rely on the information contained in SAM as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, service-disabled veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of SAM as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.

(6) A statement as to whether or not the Contractor included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with-

- (i) Small business concerns (including ANC and Indian tribes);
- (ii) Veteran-owned small business concerns;
- (iii) Service-disabled veteran-owned small business concerns;
- (iv) HUBZone small business concerns;
- (v) Small disadvantaged business concerns (including ANC and Indian tribes); and
- (vi) Women-owned small business concerns.

(7) The name of the individual employed by the Contractor who will administer the Contractor's subcontracting program, and a description of the duties of the individual.

(8) A description of the efforts the Contractor will make to assure that small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns have an equitable opportunity to compete for subcontracts.

(9) Assurances that the Contractor will include the clause of this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the Contractor will require all subcontractors (except small business concerns) that receive subcontracts in excess of the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, with further subcontracting possibilities to adopt a subcontracting plan that complies with the requirements of this clause.

(10) Assurances that the Contractor will-

- (i) Cooperate in any studies or surveys as may be required;
- (ii) Submit periodic reports so that the Government can determine the extent of compliance by the Contractor with the subcontracting plan;
- (iii) After November 30, 2017, include subcontracting data for each order when reporting subcontracting achievements for an indefinite-delivery, indefinite-quantity contract with an individual subcontracting plan where the contract is intended for use by multiple agencies;
- (iv) Submit the Individual Subcontract Report (ISR) and/or the Summary Subcontract Report (SSR), in accordance with paragraph (I) of this clause using the Electronic Subcontracting Reporting System (eSRS) at <http://www.esrs.gov>. The reports shall provide information on subcontract

awards to small business concerns (including ANCs and Indian tribes that are not small businesses), veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns (including ANCs and Indian tribes that have not been certified by SBA as small disadvantaged businesses), women-owned small business concerns, and for NASA only, Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with this clause, or as provided in agency regulations;

(v) Ensure that its subcontractors with subcontracting plans agree to submit the ISR and/or the SSR using eSRS;

(vi) Provide its prime contract number, its unique entity identifier, and the email address of the Contractor's official responsible for acknowledging receipt of or rejecting the ISRs, to all first-tier subcontractors with subcontracting plans so they can enter this information into the eSRS when submitting their ISRs; and

(vii) Require that each subcontractor with a subcontracting plan provide the prime contract number, its own unique entity identifier, and the email address of the subcontractor's official responsible for acknowledging receipt of or rejecting the ISRs, to its subcontractors with subcontracting plans.

(11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the Contractor's efforts to locate small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):

(i) Source lists (e.g., SAM), guides, and other data that identify small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.

(ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.

(iii) Records on each subcontract solicitation resulting in an award of more than the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, indicating-

(A) Whether small business concerns were solicited and, if not, why not;

(B) Whether veteran-owned small business concerns were solicited and, if not, why not;

(C) Whether service-disabled veteran-owned small business concerns were solicited and, if not, why not;

(D) Whether HUBZone small business concerns were solicited and, if not, why not;

(E) Whether small disadvantaged business concerns were solicited and, if not, why not;

(F) Whether women-owned small business concerns were solicited and, if not, why not; and

(G) If applicable, the reason award was not made to a small business concern.

(iv) Records of any outreach efforts to contact-

(A) Trade associations;

(B) Business development organizations;

(C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, service-disabled veteran-owned, and women-owned small business sources; and

(D) Veterans service organizations.

(v) Records of internal guidance and encouragement provided to buyers through-

(A) Workshops, seminars, training, *etc.*; and

(B) Monitoring performance to evaluate compliance with the program's requirements.

(vi) On a contract-by-contract basis, records to support award data submitted by the Contractor to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.

(12) Assurances that the Contractor will make a good faith effort to acquire articles, equipment, supplies, services, or materials, or obtain the performance of construction work from the small business concerns that it used in preparing the proposal for the modification, in the same or greater scope, amount, and quality used in preparing and submitting the modification proposal. Responding to a request for a quote does not constitute use in preparing a proposal. The Contractor used a small business concern in preparing the proposal for a modification if-

(i) The Contractor identifies the small business concern as a subcontractor in the proposal or associated small business subcontracting plan, to furnish certain supplies or perform a portion of the subcontract; or

(ii) The Contractor used the small business concern's pricing or cost information or technical expertise in preparing the proposal, where there is written evidence of an intent or understanding that the small business concern will be awarded a subcontract for the related work when the modification is executed.

(13) Assurances that the Contractor will provide the Contracting Officer with a written explanation if the Contractor fails to acquire articles, equipment, supplies, services or materials or obtain the performance of construction work as described in (d)(12) of this clause. This written explanation must be submitted to the Contracting Officer within 30 days of contract completion.

(14) Assurances that the Contractor will not prohibit a subcontractor from discussing with the contracting officer any material matter pertaining to the payment to or utilization of a subcontractor.

(15) Assurances that the offeror will pay its small business subcontractors on time and in accordance with the terms and conditions of the underlying subcontract, and notify the contracting officer when the prime contractor makes either a reduced or an untimely payment to a small business subcontractor (see 52.242-5).

(e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:

(1) Assist small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

(2) Provide adequate and timely consideration of the potentialities of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.

(3) Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.



(4) Confirm that a subcontractor representing itself as a HUBZone small business concern is certified by SBA as a HUBZone small business concern by accessing SAM or by accessing the Dynamic Small Business Search (DSBS) at [https://web.sba.gov/pro-net/search/dsp\\_dsbs.cfm](https://web.sba.gov/pro-net/search/dsp_dsbs.cfm).

(5) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owned small business, HUBZone small, small disadvantaged, or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.

(6) For all competitive subcontracts over the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, in which a small business concern received a small business preference, upon determination of the successful subcontract offeror, prior to award of the subcontract the Contractor must inform each unsuccessful small business subcontract offeror in writing of the name and location of the apparent successful offeror and if the successful subcontract offeror is a small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concern.

(7) Assign each subcontract the NAICS code and corresponding size standard that best describes the principal purpose of the subcontract.

(f) A master subcontracting plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the Offeror by this clause; provided-

(1) The master subcontracting plan has been approved;

(2) The Offeror ensures that the master subcontracting plan is updated as necessary and provides copies of the approved master subcontracting plan, including evidence of its approval, to the Contracting Officer; and

(3) Goals and any deviations from the master subcontracting plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.

(g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial products and commercial services. The commercial plan shall relate to the offeror's planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Once the Contractor's commercial plan has been approved, the Government will not require another subcontracting plan from the same Contractor while the plan remains in effect, as long as the product or service being provided by the Contractor continues to meet the definition of a commercial product or commercial service. A Contractor with a commercial plan shall comply with the reporting requirements stated in paragraph (d)(10) of this clause by submitting one SSR in eSRS for all contracts covered by its

commercial plan. A Contractor authorized to use a commercial subcontracting plan shall include in its subcontracting goals and in its SSR all indirect costs, with the exception of those such as the following: Employee salaries and benefits; payments for petty cash; depreciation; interest; income taxes; property taxes; lease payments; bank fees; fines, claims, and dues; original equipment manufacturer relationships during warranty periods (negotiated up front with the product); utilities and other services purchased from a municipality or an entity solely authorized by the municipality to provide those services in a particular geographical region; and philanthropic contributions. This report shall be acknowledged or rejected in eSRS by the Contracting Officer who approved the plan. This report shall be submitted within 30 days after the end of the Government's fiscal year.

(h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.

(i) A contract may have no more than one subcontracting plan. When a contract modification exceeds the subcontracting plan threshold in FAR 19.702(a), or an option is exercised, the goals of the existing subcontracting plan shall be amended to reflect any new subcontracting opportunities. When the goals in a subcontracting plan are amended, these goal changes do not apply retroactively.

(j) Subcontracting plans are not required from subcontractors when the prime contract contains the clause at FAR 52.212-5, Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Products and Commercial Services, or when the subcontractor provides a commercial product or commercial service subject to the clause at FAR 52.244-6, Subcontracts for Commercial Products and Commercial Services, under a prime contract.

(k) The failure of the Contractor or subcontractor to comply in good faith with (1) the clause of this contract entitled "Utilization Of Small Business Concerns," or (2) an approved plan required by this clause, shall be a material breach of the contract and may be considered in any past performance evaluation of the Contractor.

(l) The Contractor shall submit ISRs and SSRs using the web-based eSRS at <http://www.esrs.gov>. Purchases from a corporation, company, or subdivision that is an affiliate of the Contractor or subcontractor are not included in these reports. Subcontract awards by affiliates shall be treated as subcontract awards by the Contractor. Subcontract award data reported by the Contractor and subcontractors shall be limited to awards made to their immediate next-tier subcontractors. Credit cannot be taken for awards made to lower tier subcontractors, unless the Contractor or subcontractor has been designated to receive a small business or small disadvantaged business credit from an ANC or Indian tribe. Only subcontracts involving performance in the United States or its outlying areas should be included in these reports with the exception of subcontracts under a contract awarded by the State Department or any other agency that has statutory or regulatory authority to require subcontracting plans for subcontracts performed outside the United States and its outlying areas.

(1) *ISR*. This report is not required for commercial plans. The report is required for each contract containing an individual subcontracting plan.

(i) The report shall be submitted semi-annually during contract performance for the periods ending March 31 and September 30. A report is also required for each contract within 30 days of contract completion. Reports are due 30 days after the close of each reporting period, unless otherwise directed by the Contracting Officer. Reports are required when due, regardless of whether there has been any subcontracting activity since the inception of the contract or the previous reporting period. When the Contracting Officer rejects an ISR, the Contractor shall submit a corrected report within 30 days of receiving the notice of ISR rejection.

(ii)(A) When a subcontracting plan contains separate goals for the basic contract and each option, as prescribed by FAR 19.704(c), the dollar goal inserted on this report shall be the sum of the base period through the current option; for example, for a report submitted after the second option is exercised, the dollar goal would be the sum of the goals for the basic contract, the first option, and the second option.

(B) If a subcontracting plan has been added to the contract pursuant to 19.702(a)(1)(iii) or 19.301-2(e), the Contractor's achievements must be reported in the ISR on a cumulative basis from the date of incorporation of the subcontracting plan into the contract.

(iii) When a subcontracting plan includes indirect costs in the goals, these costs must be included in this report.

(iv) The authority to acknowledge receipt or reject the ISR resides-

(A) In the case of the prime Contractor, with the Contracting Officer; and

(B) In the case of a subcontract with a subcontracting plan, with the entity that awarded the subcontract.

(2) *SSR. (i) Reports submitted under individual subcontracting plans.*

(A) This report encompasses all subcontracting under prime contracts and subcontracts with an executive agency, regardless of the dollar value of the subcontracts. This report also includes indirect costs on a prorated basis when the indirect costs are excluded from the subcontracting goals.

(B) The report may be submitted on a corporate, company or subdivision (e.g. plant or division operating as a separate profit center) basis, unless otherwise directed by the agency.

(C) If the Contractor or a subcontractor is performing work for more than one executive agency, a separate report shall be submitted to each executive agency covering only that agency's contracts, provided at least one of that agency's contracts is over the applicable threshold specified in FAR 19.702(a), and the

contract contains a subcontracting plan. For DoD, a consolidated report shall be submitted for all contracts awarded by military departments/agencies and/or subcontracts awarded by DoD prime contractors.

(D) The report shall be submitted annually by October 30 for the twelve month period ending September 30. When a Contracting Officer rejects an SSR, the Contractor shall submit a revised report within 30 days of receiving the notice of SSR rejection.

(E) Subcontract awards that are related to work for more than one executive agency shall be appropriately allocated.

(F) The authority to acknowledge or reject SSRs in eSRS, including SSRs submitted by subcontractors with subcontracting plans, resides with the Government agency awarding the prime contracts unless stated otherwise in the contract.

(ii) *Reports submitted under a commercial plan.*

(A) The report shall include all subcontract awards under the commercial plan in effect during the Government's fiscal year and all indirect costs.

(B) The report shall be submitted annually, within thirty days after the end of the Government's fiscal year.

(C) If a Contractor has a commercial plan and is performing work for more than one executive agency, the Contractor shall specify the percentage of dollars attributable to each agency.

(D) The authority to acknowledge or reject SSRs for commercial plans resides with the Contracting Officer who approved the commercial plan.

(End of clause)

**I.68 52.219-14 LIMITATIONS ON SUBCONTRACTING. (OCT 2022)**

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) *Definition. Similarly situated entity*, as used in this clause, means a first-tier subcontractor, including an independent contractor, that-

(1) Has the same small business program status as that which qualified the prime contractor for the award (*e.g.*, for a small business set-aside contract, any small business concern, without regard to its socioeconomic status); and

(2) Is considered small for the size standard under the North American Industry Classification System (NAICS) code the prime contractor assigned to the subcontract.

(c) *Applicability.* This clause applies only to-

- (1) Contracts that have been set aside for any of the small business concerns identified in 19.000(a)(3);
- (2) Part or parts of a multiple-award contract that have been set aside for any of the small business concerns identified in 19.000(a)(3);
- (3) Contracts that have been awarded on a sole-source basis in accordance with subparts 19.8, 19.13, 19.14, and 19.15;
- (4) Orders expected to exceed the simplified acquisition threshold and that are-
  - (i) Set aside for small business concerns under multiple-award contracts, as described in 8.405-5 and 16.505(b)(2)(i)(F); or
  - (ii) Issued directly to small business concerns under multiple-award contracts as described in 19.504(c)(1)(ii);
- (5) Orders, regardless of dollar value, that are-
  - (i) Set aside in accordance with subparts 19.8, 19.13, 19.14, or 19.15 under multiple-award contracts, as described in 8.405-5 and 16.505(b)(2)(i)(F); or
  - (ii) Issued directly to concerns that qualify for the programs described in subparts 19.8, 19.13, 19.14, or 19.15 under multiple-award contracts, as described in 19.504(c)(1)(ii); and
- (6) Contracts using the HUBZone price evaluation preference to award to a HUBZone small business concern unless the concern waived the evaluation preference.

(d) *Independent contractors.* An independent contractor shall be considered a subcontractor.

(e) *Limitations on subcontracting.* By submission of an offer and execution of a contract, the Contractor agrees that in performance of a contract assigned a North American Industry Classification System (NAICS) code for-

- (1) Services (except construction), it will not pay more than 50 percent of the amount paid by the Government for contract performance to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both services and supplies, the 50 percent limitation shall apply only to the service portion of the contract;
- (2) Supplies (other than procurement from a nonmanufacturer of such supplies), it will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are

not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both supplies and services, the 50 percent limitation shall apply only to the supply portion of the contract;

(3) General construction, it will not pay more than 85 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 85 percent subcontract amount that cannot be exceeded; or

(4) Construction by special trade contractors, it will not pay more than 75 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 75 percent subcontract amount that cannot be exceeded.

(f) The Contractor shall comply with the limitations on subcontracting as follows:

(1) For contracts, in accordance with paragraphs (c)(1), (2), (3) and (6) of this clause-

*[Contracting Officer check as appropriate.]*

By the end of the base term of the contract and then by the end of each subsequent option period; or

By the end of the performance period for each order issued under the contract.

(2) For orders, in accordance with paragraphs (c)(4) and (5) of this clause, by the end of the performance period for the order.

(g) A joint venture agrees that, in the performance of the contract, the applicable percentage specified in paragraph (e) of this clause will be performed by the aggregate of the joint venture participants.

(1) In a joint venture comprised of a small business protégé and its mentor approved by the Small Business Administration, the small business protégé shall perform at least 40 percent of the work performed by the joint venture. Work performed by the small business protégé in the joint venture must be more than administrative functions.

(2) In an 8(a) joint venture, the 8(a) participant(s) shall perform at least 40 percent of the work performed by the joint venture. Work performed by the 8(a) participants in the joint venture must be more than administrative functions.

(End of clause)

**I.69 52.219-16 LIQUIDATED DAMAGES - SUBCONTRACTING PLAN. (SEP 2021)**

(a) *Failure to make a good faith effort to comply with the subcontracting plan*, as used in this clause, means a willful or intentional failure to perform in accordance with the requirements of the subcontracting plan approved under the clause in this contract entitled "Small Business Subcontracting Plan," or willful or intentional action to frustrate the plan.

(b) Performance shall be measured by applying the percentage goals to the total actual subcontracting dollars or, if a commercial plan is involved, to the pro rata share of actual subcontracting dollars attributable to Government contracts covered by the commercial plan. If, at contract completion or, in the case of a commercial plan, at the close of the fiscal year for which the plan is applicable, the Contractor has failed to meet its subcontracting goals and the Contracting Officer decides in accordance with paragraph (c) of this clause that the Contractor failed to make a good faith effort to comply with its subcontracting plan (see 19.705-7), established in accordance with the clause in this contract entitled *Small Business Subcontracting Plan*, the Contractor shall pay the Government liquidated damages in an amount stated. The amount of probable damages attributable to the Contractor's failure to comply shall be an amount equal to the actual dollar amount by which the Contractor failed to achieve each subcontract goal.

(c) Before the Contracting Officer makes a final decision that the Contractor has failed to make such good faith effort, the Contracting Officer shall give the Contractor written notice specifying the failure and permitting the Contractor to demonstrate what good faith efforts have been made and to discuss the matter. Failure to respond to the notice may be taken as an admission that no valid explanation exists. If, after consideration of all the pertinent data, the Contracting Officer finds that the Contractor failed to make a good faith effort to comply with the subcontracting plan, the Contracting Officer shall issue a final decision to that effect and require that the Contractor pay the Government liquidated damages as provided in paragraph (b) of this clause.

(d) With respect to commercial plans, the Contracting Officer who approved the plan will perform the functions of the Contracting Officer under this clause on behalf of all agencies with contracts covered by the commercial plan.

(e) The Contractor shall have the right of appeal, under the clause in this contract entitled Disputes, from any final decision of the Contracting Officer.

(f) Liquidated damages shall be in addition to any other remedies that the Government may have.

(End of clause)

**I.70 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION. (SEP 2023)**

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

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

*Small business concern-*

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (d) of this clause.

(2) *Affiliates*, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

(b) If the Contractor represented that it was any of the small business concerns identified in 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (f) of this clause or, if applicable, paragraph (h) of this clause, upon occurrence of any of the following:

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

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

(3) For long-term contracts-

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

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

(c) If the Contractor represented that it was any of the small business concerns identified in 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (f) of this clause or, if applicable, paragraph (h) of this clause, when the Contracting Officer explicitly requires it for an order issued under a multiple-award contract.

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

(e) The small business size standard for a Contractor providing an end item that it does not manufacture, process, or produce itself, for a contract other than a construction or



service contract, is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition-

- (1) Was set aside for small business and has a value above the simplified acquisition threshold;
- (2) Used the HUBZone price evaluation preference regardless of dollar value, unless the Contractor waived the price evaluation preference; or
- (3) Was an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

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

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

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

- (1) The Contractor represents that it  is,  is not a small business concern under NAICS Code 541690 assigned to contract number 313100241D0002.
- (2) *[Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.]* The Contractor represents that it  is,  is not, a small disadvantaged business concern as defined in 13 CFR 124.1001.
- (3) *[Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.]* The Contractor represents that it  is,  is not a women-owned small business concern.
- (4) Women-owned small business (WOSB) joint venture eligible under the WOSB Program. The Contractor represents that it  is,  is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). *[The Contractor shall enter the name and unique entity identifier of each party to the joint venture: [ ] .]*

(5) Economically disadvantaged women-owned small business (EDWOSB) joint venture. The Contractor represents that it  is,  is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). *[The Contractor shall enter the name and unique entity identifier of each party to the joint venture:  .]*

(6) *[Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.]* The Contractor represents that it  is,  is not a veteran-owned small business concern.

(7) *[Complete only if the Contractor represented itself as a veteran-owned small business concern in paragraph (h)(6) of this clause.]* The Contractor represents that it  is,  is not a service-disabled veteran-owned small business concern.

(8) *[Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.]* The Contractor represents that-

(i) It  is,  is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR part 126; and

(ii) It  is,  is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (h)(8)(i) of this clause is accurate for each HUBZone small business concern participating in the HUBZone joint venture. *[The Contractor shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: .]* Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

[Contractor to sign and date and insert authorized signer's name and title.]

(End of clause)

#### **I.71 52.222-35 EQUAL OPPORTUNITY FOR VETERANS. (JUN 2020)**

(a) Definitions. As used in this clause-

"Active duty wartime or campaign badge veteran," "Armed Forces service medal veteran," "disabled veteran," "protected veteran," "qualified disabled veteran," and "recently separated veteran" have the meanings given at Federal Acquisition Regulation (FAR) 22.1301.

(b) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts valued at or above the threshold specified in FAR 22.1303(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

**I.72 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES. (JUN 2020)**

(a) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of the threshold specified in Federal Acquisition Regulation (FAR) 22.1408(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

**I.73 52.244-2 SUBCONTRACTS. (JUN 2020) - ALTERNATE I (JUN 2020)**

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

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

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

*Subcontract* means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

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

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

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

(2) Is fixed-price and exceeds-

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, or 5 percent of the total estimated cost of the contract.

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

All Subcontractors

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

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

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

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

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

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

(vii) A negotiation memorandum reflecting-

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

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

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

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

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

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

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

(2) If the Contractor has an approved purchasing system and consent is not required under paragraph (c) or (d) of this clause, the Contractor nevertheless shall notify the Contracting Officer reasonably in advance of entering into any (i) cost-plus-fixed-fee subcontract, or (ii) fixed-price subcontract that exceeds either the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, or 5 percent of the total estimated cost of this contract. The notification shall include the information required by paragraphs (e)(1)(i) through (iv) of this clause.

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

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

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

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

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

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

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

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

To be incorporated into resultant contract.

(End of clause)

**I.74 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>

<https://www.nrc.gov/about-nrc/contracting/48cfr-ch20.html>

(End of clause)

**J - List of Documents, Exhibits and Other Attachments**

<b>Attachment Number</b>	<b>Title</b>	<b>Document Version</b>	<b>Date</b>	<b>Number of Pages</b>
1	31310024D0002 _ Attachment No. 1 _ NRC 187 _ Print	BASE	02/13/2024	4
2	31310024D0002 _ Attachment No. 2 _ Monthly Letter Status Report (MLSR) Instructions & Template	BASE	02/01/2024	10
3	31310024D0002 _ Attachment No. 3 _ Organizational Conflicts of Interest	BASE	02/01/2024	8