small entities impacted will not be substantial for RFA purposes. Therefore, the Commission certifies that the rule changes adopted in this Report and Order will not have a significant economic impact on a substantial number of small entities. The Commission will send a copy of the Report and Order, including a copy of this Final Regulatory Flexibility Act Certification, to the Chief Counsel for Advocacy of the SBA. This final certification also will be published in the Federal Register. See 5 U.S.C. 801(a)(1)(A).

25. It is further ordered that, should no petitions for reconsideration or petitions for judicial review be timely filed, MB Docket No. 18–63 shall be terminated and its docket closed.

List of Subjects 47 CFR Part 73
Radio, Reporting and recordkeeping requirements, Television. Federal Communications Commission.
Katura Jackson, Federal Register Liaison Officer, Office of the Secretary.

Final Rules
For the reasons discussed in the preamble, the Federal Communications Commission amends 47 CFR part 73 as follows:

PART 73—RADIO BROADCAST SERVICES

1. The authority citation for part 73 continues to read as follows:

§ 73.3555 [Amended]
2. Amend § 73.3555 in Note 5 by adding the phrase “as further explained by the Report and Order in MB Docket No. 18–63, FCC 19–17, (released March 12, 2019),” after the phrase “(released July 8, 1991).”.

This final rule follows a proposed rule published on April 9, 2018 and implements the proposed rule without change except to remove obsolete definitions.

DATES: Effective date: May 15, 2019.

FOR FURTHER INFORMATION CONTACT: Dr. Akinsola A. Ajayi, Assistant Chief Procurement Officer for Policy, Systems and Risk Management, Office of the Chief Procurement Officer, Department of Housing and Urban Development, 451 7th Street SW, Washington, DC 20410; telephone number 202–708–0294 (this is not a toll-free number), fax number 202–708–8912. Persons with hearing or speech impairments may access Dr. Ajayi’s telephone number via TTY by calling the toll-free Federal Relay Service at 800–877–8339.

SUPPLEMENTARY INFORMATION:
I. Background

The HUDAR is codified at title 48, chapter 24 of the Code of Federal Regulations. HUD revises the HUDAR from time to time. The revision prior to this one was published on March 15, 2016 (81 FR 13747).

This final rule follows a proposed rule that was published at 83 FR 15101 (April 9, 2018). The rule proposed, among other things, a change in terminology from “Government Technical Representative” to “Contracting Officer’s Representative,” abbreviated COR. The rule also proposed to codify previously used agency-specific clauses entitled “Level of Effort and Fee Payment” and “Labor Categories, Requirements, and Estimated Level of Effort.” A clause was proposed to address access to controlled unclassified information, which is defined as any information the disclosure of which would harm the national interest, the conduct of Federal programs, or the privacy to which individuals are entitled under the Privacy Act; the clause requires offerors with whom the government shares this kind of information to execute a nondisclosure agreement. The proposed rule also included a clause requiring contractors to report on the status of Personal Identity Verification (PIV) cards on a quarterly basis. A number of other minor revisions were made. Please refer to the proposed rule (83 FR 15101) for details.

II. Public Comments

The public comment period opened on publication and closed on June 8, 2018. No relevant public comments were received.
III. This Final Rule
At this final rule stage, HUD adopts the proposed rule without change.

IV. Findings and Certifications

Paperwork Reduction Act Statement

The information collection requirements contained in this rule have been approved by the Office of Management and Budget (OMB) under the Paperwork Reduction Act of 1995 (44 U.S.C. 3501-3520) and assigned OMB Control Number 2535-0091. In accordance with the Paperwork Reduction Act, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless the collection displays a currently valid OMB control number.

Unfunded Mandates Reform Act

Title II of the Unfunded Mandates Reform Act of 1995 (2 U.S.C. 1531-1538) (UMRA) establishes requirements for Federal agencies to assess the effects of their regulatory actions on state, local, and tribal governments and the private sector. This rule does not impose any Federal mandate on any state, local, or tribal government or the private sector within the meaning of UMRA.

Regulatory Flexibility Act

The Regulatory Flexibility Act (RFA) (5 U.S.C. 601 et seq.) generally requires an agency to conduct a regulatory flexibility analysis of any rule subject to notice and comment rulemaking requirements, unless the agency certifies that the rule will not have a significant economic impact on a substantial number of small entities. This final rule makes technical changes to existing contracting procedures and does not make any major changes that would significantly impact businesses. Accordingly, the undersigned certifies that this rule will not have a significant economic impact on a substantial number of small entities. Notwithstanding HUD’s determination that this rule will not have a significant economic impact on a substantial number of small entities, HUD specifically invites comments regarding less burdensome alternatives to this rule that will meet HUD’s objectives as described in this preamble.

Environmental Impact

This final rule does not direct, provide for assistance or loan and mortgage insurance for, or otherwise govern or regulate real property acquisition, disposition, leasing, rehabilitation, alteration, demolition, or new construction, or establish, revise, or provide for standards for construction or construction materials, manufactured housing, or occupancy. Accordingly, under 24 CFR 50.19(c)(1), this final rule is categorically excluded from environmental review under the National Environmental Policy Act of 1969 (42 U.S.C. 4321).

Executive Order 13132, Federalism

Executive Order 13132 (entitled “Federalism”) prohibits an agency from publishing any rule that has federalism implications if the rule imposes substantial direct compliance costs on state and local governments and is not required by statute, or the rule preempts state law, unless the agency meets the consultation and funding requirements of section 6 of the Executive Order. This final rule would not have federalism implications and would not impose substantial direct compliance costs on state and local governments or preempt state law within the meaning of the Executive Order.

List of Subjects in 48 CFR Parts 2402, 2416, 2437, 2442, and 2452

Government procurement.

Accordingly, for the reasons discussed in the preamble, HUD amends 48 CFR parts 2402, 2416, 2437, 2442, and 2452 as follows:

PART 2402—DEFINITIONS OF WORDS AND TERMS

1. The authority citation for part 2402 continues to read as follows:

Authority: 40 U.S.C. 121(c); 42 U.S.C. 3535(d).

2402.101 [Amended]

2. Amend 2402.101 by removing the definitions of “Government Technical Monitor (GTM)” and “Government Technical Representative (GTR)”.

PART 2416—TYPES OF CONTRACTS

3. The authority citation for part 2416 continues to read as follows:


4. Amend 2416.506–70 by revising paragraph (c) and adding paragraphs (e) and (f) to read as follows:

2416.506–70 Solicitation provisions and contract clauses.

(c) Estimated quantities—requirements contract. The Contracting Officer shall insert the clause at 2452.216–77, Estimated Quantities—Requirements Contract, in all solicitations for requirements contracts.

(e) Level of effort and fee payment. The Contracting Officer shall insert clause 2452.216–81, Level of Effort and Fee Payment, in all level-of-effort term contracts.

(f) Labor categories, requirements, and estimated level of effort. The Contracting Officer shall insert provision 2452.216–82, Labor Categories, Requirements, and Estimated Level of Effort, in all level-of-effort solicitations. Contracting Officer’s Representatives will provide the labor descriptions and estimated number of hours. Contracting Officers will obtain wage rate determinations for any classifications covered by the Service Contract Act.

PART 2437—SERVICE CONTRACTING

5. The authority citation for part 2437 continues to read as follows:

Authority: 40 U.S.C. 121(c); 42 U.S.C. 3535(d).

6. Amend 2437.110 by adding paragraphs (e)(7) and (8) to read as follows:

2437.110 Solicitation provisions and contract clauses.

(e) * * * * *

(7) The Contracting Officer shall insert provision 2452.237–82, Access to Controlled Unclassified Information (CUI), in Section L of solicitations when controlled unclassified information (“CUI”), as defined in the provision, will be provided to potential offerors for the purpose of preparing offers.

(8) The Contracting Officer shall insert clause 2452.237–83 in Section H, Access to Controlled Unclassified Information (CUI), of solicitations and contracts under which contractor and/or subcontractor employees will be granted access to controlled unclassified information (CUI) as defined in the clause.

PART 2442—CONTRACT ADMINISTRATION AND AUDIT SERVICES

7. The authority citation for part 2442 continues to read as follows:

Authority: 40 U.S.C. 121(c); 42 U.S.C. 3535(d).

8. Revise 2442.1107 to read as follows:

2442.1107 Contract clause.

(a) For purposes of clause 2452.242–71, the term “contract” shall also include task orders and purchase orders.

(b) The Contracting Officer shall insert a clause substantially the same as
the clause at 2452.242–71, Contract Management System, in solicitations and contracts when all of the following conditions apply:

(1) A contract exceeds $1,000,000, including all options; and

(2) The contract is a completion type that requires the delivery of an overall end deliverable or solution (e.g., evaluation, study, model).

c) To the extent the clause will not normally be included in commercial contracts meeting the requirements stated in paragraphs (a) and (b) of this section, and in instances where the clause is to be incorporated, pursuant to FAR 12.301(f), a waiver to the standard commercial requirements, to include the clause, is not required.

d) The Contracting Officer shall use the basic clause for cost type, labor-hour, and time and materials contracts for the services described in paragraph (b) of this section. The clause shall be used with its alternate for fixed-price type contracts for the services described in paragraph (b). The Contracting Officer may elect to incorporate the clause into contracts below the established threshold.

e) The clause is not applicable to contracts that only expend a level of effort without a completion deliverable/ product due, e.g., temporary services.

(f) This clause is not applicable to Information Technology service contracts being managed through Earned Value Management techniques that require reporting of Earned Value Management.

PART 2452—SOLICITATION PROVISIONS AND CONTRACT CLAUSES

9. The authority citation for part 2452 continues to read as follows:

Authority: 40 U.S.C. 121(c); 42 U.S.C. 3535(d).

Subpart 2452.2—Texts of Provisions and Clauses

10. Revise 2452.203–70 to read as follows:

2452.203–70 Prohibition against the use of Federal employees.

As prescribed in 2403.670, insert the following clause in solicitations and contracts:

PROHIBITION AGAINST THE USE OF FEDERAL EMPLOYEES (APR 2019)

In accordance with Federal Acquisition Regulation 3.601, contracts are not to be awarded to Federal employees or a business concern or other organization owned or substantially owned or controlled by one or more Federal employees. For the purposes of this contract, this prohibition against the use of Federal employees includes any work performed by the Contractor or any of its employees, subcontractors, or consultants.

(End of clause)

11. Revise 2452.208–71 to read as follows:

2452.208–71 Reproduction of reports.

As prescribed in 2408.802–70, insert the following clause in solicitations and contracts where the Contractor is required to produce, as an end product, publications or other written materials:

REPRODUCTION OF REPORTS (APR 2019)

In accordance with Title I of the Government Printing and Binding Regulations, printing of reports, data or other written material, if required herein, is authorized provided that the material produced does not exceed 5,000 production units of any page and that items consisting of multiple pages do not exceed 25,000 production units in aggregate. The aggregate number of production units is determined by multiplying the number of pages by the number of copies. A production unit is one sheet, size 8.5 by 11 inches or less, printed on one side only and in one color. All copy preparation to produce camera-ready copy for reproduction must be set by methods other than hot metal typesetting. The reports should be produced by methods employing stencils, masters and plates which are to be used on single unit duplicating equipment no larger than 11 by 17 inches with a maximum image of 30¼ by 14¾ inches and are prepared by methods or devices that do not utilize reusable contact negatives and/or positives prepared with a camera requiring a darkroom. All reproducibles (camera-ready copies for reproduction by photo offset methods) shall become the property of the Government and shall be delivered to the Government with the report, data, or other written materials.

(End of clause)

12. Amend 2452.215–70 by revising Alternate II to read as follows:

2452.215–70 Proposal content.

* * * * *

Alternate II

As prescribed in 2415.209(a), add the following paragraph (e) when the size of any proposal Part I or Part II will be limited:

PROPOSAL CONTENT ALTERNATE II (APR 2019)

(e) Size limits of Parts I and II. (1) Offerors shall limit submissions of Parts I and II of their initial proposals to the page limitations identified in the Instructions to Offerors. Offerors are cautioned that, if any Part of their proposal exceeds the stipulated limits for that Part, the Government will evaluate only the information contained in the pages up through the permitted number. Pages beyond that limit will not be evaluated.

(2) A page shall consist of one side of a single sheet of 8.5" × 11" paper, single-spaced, using not smaller than 12-point type font, and having margins at the top, bottom, and sides of the page of no less than one inch in width.

(3) Any exemptions from this limitation are stipulated under the Instructions to Offerors.

13. Revise 2452.216–80 to read as follows:

2452.216–80 Estimated cost and fixed-fee.

As prescribed in 2416.307(b), insert the following clause:

ESTIMATED COST AND FIXED–FEE (APR 2019)

(a) It is estimated that the total cost to the Government for full performance of this contract will be $____ [Contracting Officer insert amount], of which $____ [Contracting Officer insert amount] represents the estimated reimbursable costs, and $____ [Contracting Officer insert amount] represents the fixed fee.

(b) If this contract is incrementally funded, the following shall apply:

(1) Total funds currently available for payment and allotted to this contract are $____ [Contracting Officer insert amount], of which $____ [Contracting Officer insert amount] represents the limitation for reimbursable costs and $____ [Contracting Officer insert amount] represents the proportion of the fixed fee (see also the clause at FAR 52.232–22, “Limitation of Funds” herein).

(2) If and when the contract is fully funded, as specified in paragraph (a) of this clause, the clause at FAR 52.232–20, “Limitation of Cost,” herein, shall become applicable.

(3) The Contracting Officer may allot additional funds to the contract up to the total specified in paragraph (a) of this clause without the concurrence of the contractor.

(End of clause)

14. Add 2452.216–81 to read as follows:

2452.216–81 Level of effort and fee payment.

As prescribed in 2416.506–70(f), insert the following clause in all level-of-effort term contracts:

LEVEL OF EFFORT AND FEE PAYMENT (APR 2019)

(a) The total level of effort to be provided under this contract is ___ hours. The Contractor shall be reimbursed for the actual labor costs incurred.

(b) The contractor shall be paid the fixed fee specified in R. Estimated Cost and Fixed Fee, herein, on a prorated basis in proportion to the percentage of the level of effort (LOE) performed at the time of billing in accordance with the following formula:

(Number of acceptable hours delivered) ÷ (Total hours in level of effort) × (Total fixed fee) = Fee payment (e.g., 1,000 hours delivered/10,000 hours (LOE) × $15,000 = $1,500)
(c) In no event shall the amount of fee paid under the contract exceed the total fixed fee specified in B.1.), Estimated Cost and Fixed Fee, herein.

(End of clause)

15. Add 2452.216–82 to read as follows:

2452.216–82 Labor categories, requirements, and estimated level of effort.

As prescribed in 2416.506–70(g), insert the following provision in all level-of-effort solicitations:

LABOR CATEGORIES, REQUIREMENTS, AND ESTIMATED LEVEL OF EFFORT (APR 2019)

(a) The Government anticipates that the following categories of labor shall be necessary to provide the services required by any contract resulting from this solicitation. Offerors must provide evidence that proposed staff meet the technical requirements for each category.

(1) [Insert labor titles and technical requirements]

(b) To assist offerors in the preparation of proposals, the Government estimates that the following levels of effort (staff hours) will be necessary to provide the services required by any contract resulting from this solicitation. These estimates are not binding on the Government. Offerors must break out their proposed costs by labor category. The contract performance period is intended to be for a total of [ ] months (a base period of [ ] months with [ ] insert number of options] [ ] insert number of months per option)-month option periods. The actual duration of the base period may be different. Offerors may propose labor at different rates per contract period.

<table>
<thead>
<tr>
<th>STAFF HOURS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Labor category</td>
</tr>
<tr>
<td>[Insert titles and estimated number of hours per category]</td>
</tr>
</tbody>
</table>

(End of provision)

16. Revise 2452.219–72 to read as follows:

2452.219–72 Section 8(a) direct awards.

As prescribed in 2419.811–3(f), insert the following clause:

SECTION 8(A) DIRECT AWARD (APR 2019)

(a) This contract is issued as a direct award between the Department of Housing and Urban Development (HUD) and the 8(a) Contractor pursuant to a Partnership Agreement (Agreement) between the Small Business Administration (SBA) and HUD. The SBA retains responsibility for 8(a) certification, 8(a) eligibility determinations and related issues, and providing counseling and assistance to the 8(a) contractor under the 8(a) program. The cognizant SBA district office is:

[To be completed by Contracting Officer at time of award].

(b) SBA is the prime contractor and [insert name of 8(a) contractor] is the subcontractor under this contract. Under the terms of the Agreement, HUD is responsible for administering the contract and taking any action on behalf of the Government under the terms and conditions of the contract. However, the HUD Contracting Officer shall give advance notice to the SBA before issuing a final notice terminating performance, either in whole or in part, under the contract. The HUD Contracting Officer shall coordinate with SBA prior to processing any novation agreement(s). HUD may assign contract administration functions to a contract administration office.

(c) [insert name of 8(a) contractor] agrees:

(1) To notify the HUD Contracting Officer, simultaneously with its notification to SBA (as required by SBA’s 8(a) regulations), when the owner or owners upon whom 8(a) eligibility is based, plan to relinquish ownership or control of the concern. Consistent with 15 U.S.C. 637(a)[21], transfer of ownership or control shall result in termination of the contract for convenience unless SBA waives the requirement for termination prior to the actual relinquishing of ownership or control.

(2) To adhere to the requirements of FAR 52.219–14, “Limitations on Subcontracting.”

(End of Clause)

17. Revise Alternate II of 2452.232–70 to read as follows:

2452.232–70 Payment schedule and invoice submission (Fixed-Price).

Alternate II (APR 2019)

As prescribed in HUDAR Section 2432.908(c)[2], replace paragraphs (b)(1) and (2) of the HUDAR Clause 2452.232–70 Payment Schedule and Invoice Submission (Fixed-price) with the following Alternate II language in all fixed-price solicitations and contracts when requiring invoices to be submitted electronically to the Department of the Treasury’s Bureau of Fiscal Services Invoice Processing Platform (IPP) system:

(b) Submission of invoices. (1) The Contractor shall obtain access and submit invoices to the Department of Treasury Bureau of Fiscal Services’ Invoice Processing Platform System via the Web at URL: https://arc.publicdebt.treasury.gov/ipp/ fsippqps.htm in accordance with the instructions on the website. To constitute a valid invoice, the invoice must include all items required by the clause at FAR 52.232–25, Prompt Payment.

(2) To assist offerors in the preparation of proposals, the Government estimates that the following levels of effort (staff hours) will be necessary to provide the services required by any contract resulting from this solicitation. These estimates are not binding on the Government. Offerors must break out their proposed costs by labor category. The contract performance period is intended to be for a total of [ ] months (a base period of [ ] months with [ ] insert number of options] [ ] insert number of months per option)-month option periods. The actual duration of the base period may be different. Offerors may propose labor at different rates per contract period.

As prescribed in HUDAR Section 2432.908(c)[3], insert the following clause in all cost-reimbursable, time-and-materials, and labor-hour solicitations and contracts where vouchering and payments will NOT be made through the Department of Treasury’s Bureau of Fiscal Services Invoice Processing Platform (IPP) system:


(a) Voucher submission. (1) The Contractor shall submit [Contracting Officer insert billing period, e.g., monthly] an original and two copies of each voucher. In addition to the items required by the clause at FAR 52.232–25, Prompt Payment, the voucher shall show the elements of cost for the billing period and the cumulative costs to date. The Contractor shall submit all vouchers, except for the final voucher, as follows: Original to the payment office and one copy each to the Contracting Officer and the Contracting Officer’s Representative (COR) identified in the contract. The Contractor shall submit all copies of the final voucher to the Contracting Officer.

(2) To assist the Government in making timely payments, the Contractor is requested to include on each voucher the applicable appropriation number(s) shown on the award or subsequent modification document (e.g., block 14 of the Standard Form (SF) 26, or block 21 of the SF–33). The Contractor is also requested to clearly indicate on the mailing envelope that a payment voucher is enclosed.

(b) Contractor reimbursement information. (1) The Contractor shall provide the payment office with all information required by other payment clauses contained in this contract. (2) The Contractor shall submit all necessary supporting documentation with vouchers that adequately demonstrate that costs claimed (1) have been incurred (including time sheets from the prime and subcontractor’s automated or manual time tracking records and paid invoices for materials acquired), (2) reflect that they are allocable to the contract tasks, and (3) comply with cost principles in the Federal.
Acquisition Regulation and HUD Acquisition Regulation. The Contracting Officer may
disallow all or part of a claimed cost that is
inadequately supported.
(3) For time-and-materials and labor-hour contracts, the Contractor shall aggregate
vouchers for each separate job or individual task for
which the costs were incurred and clearly
identify the task or job.
(c) Final payment. The final payment shall
not be made until the Contracting Officer has certified
that the Contractor has complied
with all terms of the contract.
(End of clause)
Alternate I (APR 2019)
As prescribed in HUDAR Clause
2432.908(c)(3), replace paragraphs (a)(1) and
(2) with the following Alternate I paragraphs
to HUDAR Clause 2452.232–71, Voucher
Submission (Cost Reimbursement, Time-and-
Materials, and Labor Hour) in time and
material, cost-reimbursable and labor hour
solicitations and contracts other than
performance-based under which
performance-based payments will be used
and where invoices are to be submitted
electronically by email, but will not be paid
through the Department of Treasury’s Bureau
of Fiscal Services Invoice Processing
Platform (IPP) system.
(a) Voucher submission. (1) The Contractor
shall submit vouchers electronically via
email to the email addresses shown on the
contract award document (e.g., block 12 of the Standard Form (SF) 26, block 25 of the
SF–33, or block 18a of the SF–1449) and
carbon copies to the Contracting Officer and the
Contracting Officer’s Representative (COR).
In addition to the items required by the
clause at FAR 52.232–25, Prompt Payment,
the voucher shall show the elements of cost
for the billing period and the cumulative
costs to date. The Contractor shall clearly
include in the Subject line of the email:
VOUCHER INCLUDED; CONTRACT/ORDER 
#: , VOUCHER NUMBER and
CONTRACT LINE ITEM NUMBER(S).
(2) To assist the Government in making
time payments, the Contractor is requested
to include on each voucher the applicable
appropriation number(s) shown on the award
or subsequent modification document (e.g.,
block 14 of the Standard Form (SF) 26, or
block 21 of the SF–33).
(End of Alternate I)
As prescribed in HUDAR Section
2432.908(c)(3), replace paragraphs (a)(1) and
(2) of the HUDAR Clause 2452.232–71, Voucher
Submission (Cost Reimbursement, Time-and-
Materials, and Labor Hour) with the following
Alternate II language in all
cost-reimbursement, time-and-materials, and
labor-hour type solicitations and
contracts when requiring vouchers to be
submitted electronically to the
Department of Treasury’s Bureau of
Fiscal Services Invoice Processing
Platform (IPP) system.
Alternate II (APR 2019)
(a) Voucher submission. (1) The Contractor
shall obtain access and submit invoices to the
Department of Treasury Bureau of Fiscal
Services’ Invoice Platform Processing
system via the Web at URL: https://arc.public
debt.treas.gov/ipp/fisippqpy.htm in
accordance with the instructions on the
website. To constitute a proper voucher, in
addition to the items required by the clause
at FAR 52.232–25, Prompt Payment, the
voucher shall show the elements of cost for
the billing period and the cumulative costs
to date.
(2) To assist the Government in making
time payments, the Contractor is requested
to include on each voucher the applicable
appropriation number(s) shown on the award
or subsequent modification document (e.g.,
block 14 of the Standard Form (SF) 26, or
block 21 of the SF–33).
(End of Alternate II)
19. Revise 2452.237–73 to read as
follows:
2452.237–73 Conduct of work and
technical guidance.
As prescribed in 2437.110(e)(2), insert
the following clause in all contracts for
services:
CONDUCT OF WORK AND TECHNICAL GUIDANCE (APR 2019)
(a) The Contracting Officer will provide the
Contractor with the name and contact
information of the Contracting Officer’s
Representative (COR) assigned to this
contract. The COR will serve as the
Contractor’s liaison with the Contracting
Officer with regard to the conduct of work.
The Contracting Officer may notify the
Contractor in writing of any change to the
current COR’s status or the designation of a
successor COR.
(b) The COR will provide guidance to the
Contractor as to the conduct of work is [to be inserted
at time of award] or a successor designated
by the Contracting Officer.
(c) The COR will provide guidance to the
Contractor on the technical performance of
the contract. Such guidance shall not be of
a nature which:
(1) Causes the Contractor to perform work
outside the statement of work or
specifications of the contract;
(2) Constitutes a change as defined in FAR
52.243–1;
(3) Causes an increase or decrease in the
cost of the contract;
(4) Alters the period of performance or
delivery dates; or
(5) Changes any of the other express terms
or conditions of the contract.
(d) The COR will issue technical guidance
in writing or, if issued orally, he/she will
confirm such direction in writing within five
(5) calendar days after oral issuance. The
COR may issue such guidance via telephone,
fax, email, or electronic mail.
(e) Other specific limitations [to be inserted
by Contracting Officer].
(1) The Contracting Officer shall promptly notify
the Contracting Officer whenever the Contractor
believes that guidance provided by any
government personnel, whether or not
specifically provided pursuant to this clause,
is of a nature described in paragraph (b) of
this clause.
(End of clause)
20. Revise 2452.237–75 to read as
follows:
2452.237–75 Access to HUD facilities.
As prescribed in 2437.110(e)(3), insert
the following clause in solicitations and
contracts:
ACCESS TO HUD FACILITIES (APR 2019)
(a) Definitions. As used in this clause—
“Access” means physical entry into and, to
the extent authorized, mobility within a
Government facility.
“Contract” means any authorized
contractual instrument, including, but not
restricted to, task orders, purchase orders,
Blanket Purchase Agreement calls, etc.
“Contractor employee” means an employee
of the prime contractor or any
subcontractor, affiliate, partner, joint venture,
or team members with which the Contractor
is associated. It also includes consultants
engaged by any of those entities.
“Facility” and “Government facility” mean
buildings, including areas within buildings
that are owned, leased, shared, occupied, or
otherwise controlled by the Federal
Government.
“NACI” means National Agency Check with
Inquiries, the minimum background
investigation prescribed by the U.S. Office of
Personnel Management.
“PIV Card” means the Personal Identity
Verification (PIV) Card, the Federal
Government-issued identification credential
(identification badge).
(b) General. The performance of this
contract requires contractor employees to
have access to HUD facilities. All such
employees who do not already possess a
current PIV Card acceptable to HUD shall be
required to provide personal background
information, undergo a background
investigation (NACI or other OPM-required or
approved investigation), including an FBI
National Criminal History Fingerprint Check,
and obtain a PIV Card prior to being
permitted access to any such facility in the
performance of this contract.
Unescorted access to any such facility in
performance of this contract. HUD may
accept a PIV Card issued by another Federal
Government agency but shall not be required
to do so. No contractor employee will be
permitted unescorted access to a HUD facility
without a proper PIV Card.
(c) Background information. (1) For each
contractor employee subject to the
requirements of this clause and not in
possession of a current PIV Card acceptable
to HUD, the Contractor shall submit the
following properly completed forms:
Electronic Standard Form (SF) 85,
“Questionnaire for Non-Sensitive Positions
via e-QIP,” completed USAccess enrollment
(electronic fingerprinting) and Optional Form
(OF) 306 (Items 1 through 17). Forms SF–85
and OF–306 are available from OPM’s
questionnaire is available on OPM’s e-QIP site,
https://www.opm.gov/investigations/e-
qip-application/. The COR will provide all
other forms that are not obtainable via
the internet.
(2) The Contractor shall deliver the forms
and information required in paragraph (c)(1)
of this clause to the COR as secure as possible.

(3) The information provided in accordance with paragraph (c)(1) of this clause will be used to perform a background investigation to determine the suitability of the contractor employees to have access to Government facilities. After completion of the investigation, the COR will notify the Contractor in writing when any contractor employee is determined to be unsuitable for access to a Government facility. The Contractor shall immediately remove any such employee(s) from work on this contract that requires physical presence in a Government facility.

(4) Affected contractor employees who have had a Federal background investigation without a subsequent break in Federal employment or Federal contract service exceeding 2 years may be exempt from the investigation requirements of this clause subject to verification of the previous investigation. For each such employee, the Contractor shall maintain the following information in lieu of the forms and information listed in paragraph (c)(1) of this clause: completed PIV and Pre-Security Forms.

(d) PIV Cards. (1) HUD will issue a PIV Card to each contractor employee who is to be given access to HUD facilities and who does not already possess a PIV Card acceptable to HUD (see paragraph (b) of this clause). HUD will not issue the PIV Card until the contractor employee has (1) successfully cleared the FBI National Crime History Fingerprint Check, (2) HUD has initiated the background investigation for the contractor employee, and (3) a Security Approval Notice from HUD PSD via PSDContractorIn-box@hud.gov has been received. Initiation is defined to mean that all background information required by paragraph (c)(1) of this clause has been delivered to HUD. The employee may not be given access prior to those three events. HUD may issue a PIV Card and grant access pending the completion of the background investigation. HUD will revoke the PIV Card and the employee’s access if the background investigation process for the employee, including adjudication of the investigation results, has not been completed within 6 months after the issuance of the PIV Card.

(2) PIV Cards shall identify individuals as contractor employees. Contractor employees shall display their PIV Cards on their persons at all times while working in a HUD facility, and shall present cards for inspection upon request by HUD officials or HUD security personnel.

(3) The Contractor shall be responsible for all PIV Cards issued to the Contractor’s employees and shall immediately notify the COR if any PIV Card(s) cannot be accounted for. The Contractor shall promptly return PIV Cards to HUD, as required by the FAR clause at 52.204-9. The Contractor shall notify the COR immediately whenever any contractor employee no longer has a need for his/her HUD-issued PIV Card (e.g., employee terminates employment with the contractor, employee’s duties no longer require access to HUD facilities). The COR will instruct the Contractor on how to return the PIV Card, and upon expiration of this contract, the COR will instruct the Contractor on how to return all HUD-issued PIV Cards not previously returned. Unless otherwise directed by the Contracting Officer, the Contractor shall not return PIV Cards to any person other than the COR.

(4) The Contractor shall submit a report to the Contracting Officer and COR no later than five (5) calendar days after the end of each calendar quarter that provides the status of each employee who is required to work in a HUD facility during the performance of the contract. At a minimum, the report shall identify the contractor, and the contract number, and list for each employee the following information:

(i) Employee name;
(ii) Name of HUD facility where employee works;
(iii) Date background check submitted;
(iv) PIV Card issued;
(v) PIV card number;
(vi) Date employee no longer has need of the HUD PIV Card;
(vii) Date Contracting Officer and COR were notified that employee no longer had need of the HUD PIV Card; and
(viii) Date PIV Card was returned to COR.

(e) If the Contracting Officer and COR are notified that an employee is unsuitable or unfit to be permitted access to a HUD facility, the Contractor shall immediately notify such employee that he/she no longer has access to any HUD facility, remove the employee from any such facility that he/she may be in, and provide a suitable replacement in accordance with the requirements of this clause.

(f) Access to HUD Information Systems. If this contract requires contractor employees to have access to HUD information system(s), application(s), or information contained in such systems, the Contractor shall comply with all requirements of HUDAR clause 2452.239–70. Systems, including providing for each affected employee any additional background investigation forms prescribed in this clause.

(g) Subcontracts. The Contractor shall incorporate this clause in all subcontracts where the requirements specified in paragraph (b) of this section are applicable to performance of the subcontract.

(End of clause)

21. Add 2452.237–82 to read as follows:

2452.237–82 Access to controlled unclassified information (CUI).

As prescribed in HUDAR 2437.110(e)(7), the Contracting Officer shall insert provision 2452.237–82 in Section L of solicitations when controlled unclassified information (CUI), as defined in the provision, will be provided to potential offerors for the purpose of preparing offers.

ACCESS TO CONTROLLED UNCLASSIFIED INFORMATION (CUI) (APR 2019)

(a) For the sole purpose of preparing an offer in response to this solicitation, HUD may make certain controlled unclassified information (CUI) available to prospective offerors.

(b) CUI:

(1) Is any information which the loss, misuse, or modification of, or unauthorized access to, could adversely affect the national interest or the conduct of Federal programs or the privacy to which individuals are entitled under section 552a of title 5, United States Code (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense or foreign policy;

(2) Is not available to the general public;

(3) May include:

(i) Government acquisition-sensitive information, including source selection information as defined at section 2.101 of the Federal Acquisition Regulation (48 CFR chapter 1); contractor bid or proposal information;

(ii) Information contained in individual contracts that is not public information and such contract information that is contained in Government databases; proprietary economic, financial, or business information (e.g., salary information) provided to the Government by other parties (e.g., other contractors) or belonging to HUD;

(iii) Personally identifiable information (PII) that includes, but is not limited to, Social Security number, date of birth, places of birth, parents’ names, credit card numbers, applications for entitlements, and information relating to a person’s private financial, income, employment, and tax records; and

(iv) Information that the HUD Contracting Officer (CO) or other authorized HUD employee explicitly identifies as CUI.

(4) May exist in various physical media (e.g., paper, electronic file, audio, or video disc), may be transmitted orally, developed under or pre-exist any related contract, and may be in its original form, or a derivative form (i.e., where the information has been included in contractor-generated work, or where it is discernible from materials incorporating or based upon such information).

(c) As a prior condition to being provided access to any CUI, each prospective offeror shall execute the following nondisclosure agreements and deliver the executed agreements to the Contracting Officer:

(1) Nondisclosure Agreement between the Department of Housing and Urban Development (“HUD”) and Offeror Granting Conditional Access to Controlled Unclassified Information (“Offeror Agreement”) (see Attachment J—[contracting officer insert attachment number]). This agreement must be executed by an officer or other representative of the company authorized to bind the firm to the commitments made by the agreement and the individual nondisclosure agreements executed by those offerors or representatives to whom the sensitive information will be provided.
(2) Nondisclosure Agreement between the Department of Housing and Urban Development and Offeror Employee or Other External Party Granting Conditional Access to Controlled Unclassified Information ("Nondisclosure Agreement") (see Attachment J—[contracting officer insert attachment number]). A separate agreement must be executed by each person to whom access to CUI will be provided, regardless of whether HUD or the Offeror provides such access. The Offeror is responsible for ensuring that each individual who is provided access to CUI executes a nondisclosure agreement.

(3) Nondisclosure agreements must be submitted to the CO and COR within ten (10) days after contract award or as otherwise specified by the CO.

(d) CUI will be provided to prospective offerors as follows: [describe how information will be provided including: The party responsible for providing access to information, the procedure for obtaining access, and the format in which the information is provided; e.g. "by the contracting officer on compact disk (CD) at the pre-proposal meeting].

(e) The offeror’s failure to comply with any part of this provision or with the terms of the required nondisclosure agreements may disqualify the offeror for consideration of any contract award under this solicitation.

(End of Provision)

22. Add 2452.237–83 to read as follows:

**2452.237–83** Access to controlled unclassified information (CUI).

As prescribed in HUDAR 2437.110(e)(8), the Contracting Officer shall insert clause 2452.237–83 in Section H of solicitations and contracts under which contractor and/or subcontractor employees will be granted access to controlled unclassified information as defined in the clause.

**ACCESS TO CONTROLLED UNCLASSIFIED INFORMATION (CUI) (APR 2019)**

(a) For the sole purpose of performing work required under this contract, the contracting officer may grant the contractor—including contractor employees, subcontractors, and subcontractor employees—access to controlled unclassified information (CUI).

(b) CUI:

(1) Is any information which the loss, misuse, or modification of, or unauthorized access to, could adversely affect the national interest or the conduct of Federal programs or the privacy to which individuals are entitled established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense or foreign policy; or is骅lawfully permitted to be employed in the United States, provided that for any such individual, the Government is able to obtain sufficient background information to complete the investigation as required by this clause. Failure on the part of the contractor to provide sufficient information to perform a required investigation or the inability of the Government to verify information provided any information, the loss, misuse, disclosure, or unauthorized access to, or modification of which would have a debilitating impact on the mission of the agency.

NACI means a National Agency Check with Inquiries, the minimum background investigation prescribed by the Office of Personnel Management (OPM).

PIV Card means the Personal Identity Verification (PIV) Card, the Federal Government-issued identification credential (i.e., identification badge).

Sensitive information means any information of which the loss, misuse, or unauthorized access to, or modification of, could adversely affect the national interest, the conduct of Federal programs, or the privacy to which individuals are entitled under section 552a of title 5, United States Code (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense or foreign policy.

System means any information resources under the same direct management control, which shares common functionality. A system normally includes hardware, software, information, data, applications, communications, and people (see OMB Circular A–130). System includes any system owned by HUD or owned and operated on HUD’s behalf by another party.

(b) General.

(1) The performance of this contract requires contractor employees to have access to a HUD system or systems. All such employees who do not already possess a current PIV Card acceptable to HUD shall be required to provide personal background information, undergo a background investigation (NACI or other OPM-required or approved investigation), including an FBI National Criminal History Fingerprint Check, and obtain a PIV Card prior to being permitted access to any such system in performance of this contract. HUD may accept a PIV Card issued by another Federal Government agency but shall not be required to do so. No contractor employee will be permitted access to any HUD system without a PIV Card.

(2) All contractor employees who require access to mission-critical systems or sensitive information contained within a HUD system or application(s) are required to have a more extensive background investigation. The investigation shall be commensurate with the risk and security controls involved in managing, using, or operating the system or application(s).

(c) Citizenship-related requirements. Each affected contractor employee as described in paragraph (b) of this clause shall be:

(1) A United States (U.S.) citizen; or,

(2) A national of the United States (see 8 U.S.C. 1408); or,

(3) An alien lawfully admitted into, and lawfully permitted to be employed in the United States, provided that for any such individual, the Government is able to obtain sufficient background information to complete the investigation as required by this clause.
for affected contractor employees will result in denial of their access.

(d) Background investigation process. (1) The Contracting Officer’s Representative (COR) shall notify the Contractor of those contractor employee positions requiring background investigations.

(i) For each contractor employee requiring access to HUD information systems, the Contractor shall submit the following properly completed forms: Electronic Standard Form (SF) 85, “Questionnaire for Non-sensitive Positions” via e-QIP; and a Fair Credit Reporting Act application(s), or information. Such an employee may not be given access to those resources. If any such employee has already been given access pending the results of the background investigation, the Contractor shall ensure that the employee’s access is revoked immediately upon receipt of the COR’s notification.

(6) Failure of the COR to notify the Contractor (see paragraph (d)(1) of this clause) of any employee who should be subject to the requirements of this clause and is known or should reasonably be known, by the Contractor to be subject to the requirements of this clause, shall not excuse the Contractor from making such employee(s) known to the COR. Any such employee who is identified and is working under the contract, without having had the appropriate background investigation or furnished the required forms for the investigation, shall cease to perform such work immediately and shall not be given access to the system(s)/application(s) described in paragraph (b) of this clause. The Contractor has provided the investigative forms to the COR for the employee, as required in paragraph (d)(1) of this clause.

(7) The Contractor shall notify the COR in writing whenever a contractor employee for whom a background investigation packet was required and submitted to HUD, or for whom a background investigation was completed, terminates employment with the Contractor, or otherwise is no longer performing work under this contract that requires access to the system(s), application(s), or information. The Contractor shall provide a copy of the written notice to the Contracting Officer.

(e) PIV Cards. (1) HUD will issue a PIV Card to each contractor employee who is to be given access to HUD systems and does not already possess a PIV Card acceptable to HUD (see paragraph (b) of this clause). HUD will not issue the PIV Card until the contractor employee has (1) successfully cleared an FBI National Criminal History Fingerprint Check, (2) HUD has initiated the background investigation for the contractor employee, and (3) a Security Approval Notice from HUD PSD via PSDContractorIn-box@hud.gov has been received. Initiation is defined to mean that all background information required in paragraph (d)(1) of this clause has been delivered to HUD. The employee may not be given access prior to those three events. HUD may issue a PIV Card and grant access pending the completion of the background investigation. HUD will revoke the PIV Card and the employee’s access if the background investigation process for the employee, including adjudication of the investigation results, has not been completed within 6 months after the issuance of the PIV Card.

(2) PIV Cards shall identify individuals as contractor employees, Contractor employees shall display their PIV Cards on their persons contract, or otherwise is no longer performing work under the contract as securely as possible.

(3) Affected contractor employees who have had a Federal background investigation without a subsequent break in Federal employment or Federal contract service exceeding 2 years may be exempt from the investigation requirements of this clause, subject to verification of the previous investigation. For each such employee, the Contractor shall submit the following information in lieu of the forms and information listed in paragraph (d)(1) of this clause: PIV and Pre-Security Form.

(4) The investigation process shall consist of a range of personal background inquiries and credit checks (personal and verification of the information provided on the investigative forms described in paragraph (d)(1) of this clause.

(5) Upon completion of the investigation process, the COR will notify the Contractor if any contractor employee is determined to be unsuitable to have access to the system(s),
documents and other media provided by HUD is the sole property of HUD.

(2) The Contractor shall require that all employees who may have access to the system(s)/application(s) identified in paragraph (b) of this clause sign a pledge of nondisclosure. The employees shall sign these pledges before they are permitted to perform work under this contract. The Contractor shall maintain the signed pledges for a period of 3 years after final payment under this contract. The Contractor shall provide a copy of these pledges to the COR.

(i) Security procedures. (1) The Contractor shall comply with applicable Federal and HUD statutes, regulations, policies, and procedures governing the security of the system(s) to which the Contractor’s employees have access including, but not limited to:

   (i) The Federal Information Security Management Act (FISMA);
   (iii) HUD Handbook 2400.25, Information Technology Security Policy;
   (iv) HUD Handbook 732.3, Personnel Security/Suitability;
   (v) Federal Information Processing Standards 201 (FIPS 201), Sections 2.1 and 2.2;
   (vi) Homeland Security Presidential Directive 12 (HSPD–12); and
   (vii) OMB Memorandum M–05–24, Implementing Guidance for HSPD–12.

   The HUD Handbooks are available online at: http://www.hud.gov/offices/adm/hudcfo/ or from the COR.

   (2) The Contractor shall develop and maintain a compliance matrix that lists each requirement set forth in paragraphs (b), (c), (d), (e), (f), (g), (h), (i)(1), and (m) of this clause with specific actions taken, and/or procedures implemented, to satisfy each requirement. The Contractor shall identify an accountable person for each requirement, the date upon which actions/procedures were initiated/completed, and certify that information contained in this compliance matrix is correct. The Contractor shall ensure that information in this compliance matrix is complete, accurate, and up-to-date at all times for the duration of this contract. Upon request, the Contractor shall provide copies of the current matrix to HUD.

   (3) The Contractor shall ensure that its employees, in performance of the contract, receive annual training (or once if the contract is for less than one year) in HUD information technology security policies, procedures, computer ethics, and best practices in accordance with HUD Handbook 2400.25.

   (j) Access to Contractor’s systems. The Contractor shall afford HUD, including the Office of Inspector General, access to the Contractor’s facilities, installations, operations, documentation (including the compliance matrix required under paragraph (i)(2) of this clause), databases, and personnel used in performance of the contract. Access shall be provided to the extent required to carry out, but not limited to, any information security program activities, investigation, and audit to safeguard against threats and hazards to the integrity, availability, and confidentiality of HUD data and systems, or to the function of information systems operated on behalf of HUD, and to preserve evidence of computer crime.

   (k) Contractor compliance with this clause. Failure on the part of the Contractor to comply with the terms of this clause may result in termination of this contract for default.

   (l) Physical access to Federal Government facilities. The Contractor and any subcontractor(s) shall also comply with the requirements of HUDAR clause 2452.237–75 when the Contractor’s or subcontractor’s employees will perform any work under this contract on site in a HUD or other Federal Government facility.

   (m) Subcontracts. The Contractor shall incorporate this clause in all subcontracts where the requirements specified in paragraph (b) of this clause are applicable to performance of the subcontract.

   (End of clause)

22. Amend 2452.242–71 by revising the introductory text and main clause to read as follows:

2452.242–71 Contract management system.

As prescribed in 2442.1107, insert the following clause:

CONTRACT MANAGEMENT SYSTEM (APR 2019)

(a) The Contractor shall use contract management baseline planning and progress reporting as described herein.

(b) The contract management system shall consist of two parts:

   (1) Baseline plan. The baseline plan shall consist of:

      (i) A narrative portion that:

         (A) Identifies each task and significant activity required for completing the contract work, critical path activities, task dependencies, task milestones, and related deliverables;

         (B) Describes the contract schedule, including the period of time needed to accomplish each task and activity (see paragraph (b)(1)(ii)(B) of this clause);

         (C) Describes staff (e.g., hours per individual), financial, and other resources allocated to each task and significant activity; and

      (ii) Provides the rationale for contract work organization and resource allocation.

   (ii) Access to Contractor’s systems. The Contractor shall afford HUD, including the Office of Inspector General, access to the Contractor’s facilities, installations, operations, documentation (including the

   (B) The planned start and completion dates of all planned and budgeted tasks and activities.

   (2) Progress reports. Progress reports shall consist of:

      (i) A narrative portion that:

         (A) Provides a brief, concise summary of technical progress made and the costs incurred for each task during the reporting period; and

         (B) Identifies problems, or potential problems that will affect the contractor’s cost or schedule, the causes of the problems, and the Contractor’s proposed corrective actions.

      (ii) A graphic portion showing:

         (A) The original time-phased, budgeted baseline;

         (B) The schedule status and degree of completion of the tasks, activities, and deliverables shown in the baseline plan for the reporting period, including actual start and completion dates for all tasks and activities in the baseline plan; and

         (C) The costs incurred during the reporting period, the current total amount of costs incurred through the end date of the reporting period for budgeted work, and the projected costs required to complete the work under the contract.

   (3) Reporting frequency. The reports described in paragraph (b)(2) of this clause shall be submitted (insert period, e.g., monthly, quarterly, or schedule based on when payments will be made under the contract).

   (c) The formats, forms, and/or software to be used for the contract management system under this contract shall be (Contracting Officer insert appropriate language, such as “as prescribed in the schedule” or “a format, forms and/or software designated by the COR” or, “the Contractor’s own format, forms and/or software, subject to the approval of the COR”).

   (d) When this clause applies to individual task orders under the contract, the word “contract” shall mean “task order.”

   (End of clause)

23. Revise 2452.246–70 to read as follows:

2452.246–70 Inspection and acceptance.

As prescribed in 2446.502–70, insert the following clause in all solicitations and contracts:

INSPECTION AND ACCEPTANCE (APR 2019)

Inspection and acceptance of all work required under this contract shall be performed by the Contracting Officer’s Representative (COR) or other individual as designated by the Contracting Officer or COR.

(End of clause)

24. Revise 2452.3 to read as follows:

2452.3 Provision and clause matrix.
### Key:

<table>
<thead>
<tr>
<th>Type of Contract:</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>P/C</strong></td>
</tr>
<tr>
<td><strong>UCF</strong></td>
</tr>
<tr>
<td><strong>FP SUP</strong></td>
</tr>
<tr>
<td><strong>CR SUP</strong></td>
</tr>
<tr>
<td><strong>FP R&amp;D</strong></td>
</tr>
<tr>
<td><strong>CR R&amp;D</strong></td>
</tr>
<tr>
<td><strong>FP SVC</strong></td>
</tr>
<tr>
<td><strong>CR SVC</strong></td>
</tr>
<tr>
<td><strong>CR CON</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Contract Purpose:</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>A&amp;E</strong></td>
</tr>
<tr>
<td><strong>FAC</strong></td>
</tr>
<tr>
<td><strong>IND DEL</strong></td>
</tr>
<tr>
<td><strong>TRN</strong></td>
</tr>
<tr>
<td><strong>SAP</strong></td>
</tr>
<tr>
<td><strong>UTL SVC</strong></td>
</tr>
<tr>
<td><strong>CI</strong></td>
</tr>
</tbody>
</table>

### Principal Type and/or Purpose of Contract

<table>
<thead>
<tr>
<th>Provision or Clause</th>
<th>Prescribed In</th>
<th>P/C</th>
<th>UCF</th>
<th>FP SUP</th>
<th>CR SUP</th>
<th>FP R&amp;D</th>
<th>FP R&amp;D</th>
<th>CR SUP</th>
<th>CR SVC</th>
<th>CR CON</th>
<th>T&amp;M LH</th>
<th>LMV</th>
<th>COM SVC</th>
<th>DDR</th>
<th>A&amp;E</th>
<th>FAC</th>
<th>IND DEL</th>
<th>TRN</th>
<th>SAP</th>
<th>UTL SVC</th>
<th>CI</th>
</tr>
</thead>
<tbody>
<tr>
<td>2452.201-70</td>
<td>2401,106-70</td>
<td>C</td>
<td>I</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
</tr>
<tr>
<td>2452.203-70</td>
<td>2403,670</td>
<td>C</td>
<td>I</td>
<td>R</td>
<td>R</td>
<td>R</td>
<td>R</td>
<td>R</td>
<td>R</td>
<td>R</td>
<td>R</td>
<td>R</td>
<td>R</td>
<td>R</td>
<td>R</td>
<td>R</td>
<td>R</td>
<td>R</td>
<td>R</td>
<td>R</td>
<td>R</td>
</tr>
<tr>
<td>Provision or Clause</td>
<td>Prescribed In</td>
<td>PT C</td>
<td>UCF</td>
<td>SUP</td>
<td>CR SUP</td>
<td>FF R&amp;D</td>
<td>CR R&amp;D</td>
<td>FF SVC</td>
<td>CR SVC</td>
<td>FF CON</td>
<td>CR CON</td>
<td>T&amp;M</td>
<td>LH</td>
<td>LMV</td>
<td>COM SVC</td>
<td>DDB R</td>
<td>A&amp;E</td>
<td>FAC</td>
<td>IND DEL</td>
<td>TRN</td>
<td>SAP</td>
</tr>
<tr>
<td>---------------------</td>
<td>--------------</td>
<td>------</td>
<td>-----</td>
<td>-----</td>
<td>--------</td>
<td>--------</td>
<td>--------</td>
<td>--------</td>
<td>--------</td>
<td>--------</td>
<td>--------</td>
<td>-----</td>
<td>----</td>
<td>----</td>
<td>---------</td>
<td>------</td>
<td>----</td>
<td>-----</td>
<td>---------</td>
<td>-----</td>
<td>-----</td>
</tr>
<tr>
<td>2452.204-70</td>
<td>2404.7001</td>
<td>C I</td>
<td>R</td>
<td>R</td>
<td>R</td>
<td>R</td>
<td>R</td>
<td>R</td>
<td>R</td>
<td>R</td>
<td>R</td>
<td>R</td>
<td>R</td>
<td>R</td>
<td>R</td>
<td>R</td>
<td>R</td>
<td>R</td>
<td>R</td>
<td>R</td>
<td>R</td>
</tr>
<tr>
<td>2452.208-71 Reproduction of Reports</td>
<td>2408.802-70</td>
<td>C I</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
</tr>
<tr>
<td>2452.209-70 Potential Organizational Conflicts of Interest</td>
<td>2409.507-1</td>
<td>P L</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
</tr>
<tr>
<td>2452.209-72 Organizational Conflicts of Interest</td>
<td>2409.507-2</td>
<td>C I</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
</tr>
<tr>
<td>2452.215-70 Proposal Content</td>
<td>2415.209(a)</td>
<td>P L</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
</tr>
<tr>
<td>Alternate I</td>
<td>2415.209(a)</td>
<td>P L</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
</tr>
<tr>
<td>Alternate II</td>
<td>2415.209(a)</td>
<td>P L</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
</tr>
<tr>
<td>Alternate III</td>
<td>2415.209(a)</td>
<td>P L</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
</tr>
<tr>
<td>2452.215-71 Relative Importance of Technical Evaluation Factors to Cost or Price</td>
<td>2415.209(a)(2)</td>
<td>P M</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
</tr>
<tr>
<td>2452.216-70 Estimated Cost, Base Fee and Award Fee</td>
<td>2416.406(e)(1)</td>
<td>C I</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
</tr>
<tr>
<td>2452.216-71 Award Fee</td>
<td>2416.406(e)(2)</td>
<td>C I</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
</tr>
<tr>
<td>2452.216-72</td>
<td>2416.406(e)(3)</td>
<td>C I</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
</tr>
<tr>
<td>Provision or Clause</td>
<td>Prescribed In</td>
<td>FF</td>
<td>CR</td>
<td>FP</td>
<td>FR &amp; D</td>
<td>CR &amp; D</td>
<td>FP</td>
<td>CR</td>
<td>FF</td>
<td>CR</td>
<td>T&amp;M</td>
<td>LMV</td>
<td>COM</td>
<td>DBR</td>
<td>A&amp;E</td>
<td>FAC</td>
<td>IND</td>
<td>DEL</td>
<td>TRN</td>
<td>SAP</td>
<td>UTIL</td>
</tr>
<tr>
<td>-------------------------------------</td>
<td>---------------</td>
<td>----</td>
<td>----</td>
<td>----</td>
<td>--------</td>
<td>--------</td>
<td>----</td>
<td>----</td>
<td>----</td>
<td>----</td>
<td>-----</td>
<td>-----</td>
<td>-----</td>
<td>-----</td>
<td>-----</td>
<td>-----</td>
<td>-----</td>
<td>-----</td>
<td>-----</td>
<td>-----</td>
<td>-----</td>
</tr>
<tr>
<td>Alternate I</td>
<td>2416.406(c)(3)</td>
<td>C</td>
<td>I</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
</tr>
<tr>
<td>2452.216-75 Unpriced Task Orders</td>
<td>2416.506-70</td>
<td>C</td>
<td>I</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
</tr>
<tr>
<td>2452.216-76 Minimum and Maximum Quantities and Amounts for Order</td>
<td>2416.506-70(b)</td>
<td>C</td>
<td>I</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
</tr>
<tr>
<td>2452.216-77 Estimated Quantities - Requirements Contract</td>
<td>2416.506-70(c)</td>
<td>C</td>
<td>I</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
</tr>
<tr>
<td>2452.216-78 Ordering Procedures</td>
<td>2416.506-70(d)</td>
<td>C</td>
<td>I</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
</tr>
<tr>
<td>Alternate I</td>
<td>2416.506-70(d)</td>
<td>C</td>
<td>I</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
</tr>
<tr>
<td>Alternate II</td>
<td>2416.506-70(d)</td>
<td>C</td>
<td>I</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
</tr>
<tr>
<td>2452.216-79 Estimated Cost (No Fee)</td>
<td>2416.307(b)</td>
<td>C</td>
<td>I</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
</tr>
<tr>
<td>2452.216-81 Level of Effort and Fee Payment</td>
<td>2416.506-70(f)</td>
<td>I</td>
<td></td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
</tr>
<tr>
<td>2452.216-82 Labor Categories, Requirements, and Estimated Level of Effort</td>
<td>2416.506-70(g)</td>
<td>F</td>
<td>L</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
</tr>
<tr>
<td>2452.219-70 Small Business Subcontracting Plan Compliance</td>
<td>2419.708(d)</td>
<td>F</td>
<td>L</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
<td>RA</td>
</tr>
<tr>
<td>Clause</td>
<td>E/L</td>
<td>C</td>
<td>I</td>
<td>P</td>
<td>L</td>
<td>O</td>
<td>O</td>
<td>O</td>
<td>O</td>
<td>O</td>
<td>O</td>
<td>O</td>
<td>O</td>
<td>O</td>
<td>O</td>
<td>O</td>
<td>O</td>
<td>O</td>
<td>O</td>
<td></td>
<td></td>
</tr>
<tr>
<td>--------------------------------------------</td>
<td>-----</td>
<td>----</td>
<td>----</td>
<td>---</td>
<td>---</td>
<td>---</td>
<td>----</td>
<td>----</td>
<td>----</td>
<td>----</td>
<td>----</td>
<td>----</td>
<td>----</td>
<td>----</td>
<td>----</td>
<td>----</td>
<td>----</td>
<td>----</td>
<td>----</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2452.219-71 Notification of competition</td>
<td></td>
<td>C</td>
<td>I</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>limited to eligible 8(a) concerns -</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Alternate III to FAR 52.219-18</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2452.219-72 Section 8(a) Direct Awards</td>
<td></td>
<td>C</td>
<td>I</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(Deviation)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2452.219-73 Incorporation of Subcontracting</td>
<td></td>
<td>C</td>
<td>I</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Plan</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2452.219-74 Small Business</td>
<td></td>
<td>C</td>
<td>I</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Subcontracting Goals</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2452.222-70 Accessibility of meetings,</td>
<td></td>
<td>C</td>
<td>I</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>conferences, and seminars to persons with</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>disabilities</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2452.227-70 Government Information</td>
<td></td>
<td>C</td>
<td>I</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2452.232-70 Payment Schedule and Invoice</td>
<td></td>
<td>C</td>
<td>I</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Submission (Fixed-Price)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2452.232-71 Voucher Submission (Cost-</td>
<td></td>
<td>C</td>
<td>I</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Reimbursement)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2452.232-72 Limitation of Government's</td>
<td></td>
<td>C</td>
<td>I</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Obligation</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2452.232-73 Constructive Acceptance Period</td>
<td></td>
<td>C</td>
<td>I</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PROVISION OR CLAUSE</td>
<td>PRESCRIBED IN PC C ECP ICF</td>
<td>FP SUP</td>
<td>CR R&amp;D</td>
<td>CR R&amp;S</td>
<td>CR SVC</td>
<td>CR CON</td>
<td>CR T&amp;M</td>
<td>LMV</td>
<td>COM SVC</td>
<td>DMR</td>
<td>A&amp;R FAC</td>
<td>IND DEL</td>
<td>TRN</td>
<td>SAP</td>
<td>LTL SVC</td>
<td>CI</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>---------------------</td>
<td>---------------------------</td>
<td>--------</td>
<td>--------</td>
<td>--------</td>
<td>--------</td>
<td>--------</td>
<td>--------</td>
<td>-----</td>
<td>---------</td>
<td>-----</td>
<td>--------</td>
<td>--------</td>
<td>----</td>
<td>-----</td>
<td>---------</td>
<td>----</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2452.237-70 Review of Contracting Officer Protest Decisions</td>
<td>2437.110(e)(1)</td>
<td>C I</td>
<td>RA RA RA RA RA RA RA RA RA RA RA RA RA RA</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2452.237-70 Key Personnel</td>
<td>2437.110(e)(2)</td>
<td>C I</td>
<td>RA RA R R R R R R R R R R R R</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2452.237-75 Access to HUD Facilities</td>
<td>2437.110(e)(4)</td>
<td>C I</td>
<td>RA RA RA RA RA RA RA RA RA RA RA RA RA RA</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2452.237-77 Temporary Closure of HUD Facilities</td>
<td>2437.110(e)(5)</td>
<td>C I</td>
<td>RA RA RA RA RA RA RA RA RA RA RA RA RA RA</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2452.237-79—Post-Award Conference</td>
<td>2437.110(e)(6)</td>
<td>C I</td>
<td>RA RA RA RA RA RA RA RA RA RA RA RA RA RA</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Alternate I</td>
<td>2437.110(e)(7)</td>
<td>C I</td>
<td>RA RA RA RA RA RA RA RA RA RA RA RA RA RA</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2452.237-81 LABOR CATEGORIES, UNIT PRICES PER HOUR, AND PAYMENT</td>
<td>2437.110(e)(8)</td>
<td>C I</td>
<td>RA RA RA RA RA RA RA RA RA RA RA RA RA RA</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2452.237-82 Access to Controlled Unclassified Information (CUI)</td>
<td>2437.110(e)(9)</td>
<td>P L</td>
<td>RA RA RA RA RA RA RA RA RA RA RA RA RA</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2452.237-83 Access to Controlled Unclassified Information (CUI)</td>
<td>2437.110(e)(10)</td>
<td>C H</td>
<td>RA RA RA RA RA RA RA RA RA RA RA RA RA</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Legend:**
- **C:** Critical
- **I:** Important
- **R:** Required
- **D:** Documentation
- **R&D:** Research and Development
- **CR:** Commercial
- **CR SVC:** Commercial Service
- **CR CON:** Commercial Construction
- **CR T&M:** Commercial Training and Maintenance
- **LMV:** Light Medium Vehicle
- **COM SVC:** Commercial Services
- **DMR:** Domestic Medium Range
- **A&R:** Accounting and Reporting
- **IND DEL:** Independent Delivery
- **TRN:** Transportation
- **SAP:** Support and Assistance
- **LTL SVC:** Less Than Load Services
- **CI:** Commercial Information
In this final rule, FRA is eliminating the requirement that certain locomotives display a badge or tag to demonstrate the railroad has certified the locomotives comply with noise emission standards. This final rule reduces economic burdens on the rail industry by removing this badge or tag requirement.

DATES: This final rule is effective April 15, 2019.

DEPARTMENT OF TRANSPORTATION
Federal Railroad Administration

49 CFR Part 210

AGENCY: Federal Railroad Administration (FRA), Department of Transportation (DOT).

ACTION: Final rule.

SUMMARY: In this final rule, FRA is eliminating the requirement that certain locomotives display a badge or tag to demonstrate the railroad has certified the locomotives comply with noise emission standards. This final rule reduces economic burdens on the rail industry by removing this badge or tag requirement.

ADDRESSES: Docket: For access to the docket to read background documents or comments received, go to http://www.regulations.gov at any time or to Room W12–140 on the Ground level of the West Building, 1200 New Jersey Avenue SE, Washington, DC, between 9 a.m. and 5 p.m., Monday through Friday, except Federal holidays.


SUPPLEMENTARY INFORMATION:
I. Executive Summary

On January 30, 2017, the President issued Executive Order 13771, which requires, when an agency proposes a new significant regulation, it must identify at least two existing regulations to repeal. FRA reviewed the Railroad Noise Emission Compliance Regulations in 49 CFR part 210 ("part 210") and identified for potential elimination the requirement that railroads display a permanent badge or tag in the cabs of their locomotives certifying the locomotives comply with locomotive noise emission standards. Eliminating this requirement will reduce economic burdens on the rail industry without adversely impacting compliance with the standards. Therefore, in this final rule, FRA eliminates the badge or tag requirement. FRA is making this rule effective upon its publication, as this rule relieves a regulatory burden, consistent with 5 U.S.C. 553(d)(1).

FRA estimates there will be no cost burden associated with this final rule. In fact, the elimination of the requirement to install a badge or tag in locomotives will save railroads the cost of labor to install the badge or tag, and the cost of the badge or tag itself. Over a 20-year period, FRA estimates railroads will accrue a net present value of $1 million using a 7 percent discount rate.

II. Background and History

Pursuant to the Noise Control Act of 1972 (86 Stat. 1234, Pub. L. 92–574), the Environmental Protection Agency (EPA)