

SPECIAL CLAUSES FOR SUBCONTRACTORS

Special 8(a) Subcontract Conditions:

- (1) The Small Business Administration (SBA) has entered into Contract No. NRC-10-83-350 with the Nuclear Regulatory Commission (NRC) to furnish the supplies, services or perform the work described therein. A copy of said contract is attached hereto and made a part hereof. The parties to such contract have agreed that SBA will subcontract all supplies, services or work required thereunder.
- (2) The parties to this subcontract agree that Metrotec, Inc. will, for and in the stead of SBA, fulfill and perform all of the requirements of Contract No. NRC-10-83-350 for the consideration stated herein.
- (3) The subcontractor acknowledges that its representatives have read and are familiar with each and every provision of the prime contract.
- (4) The subcontractor understands that the responsibility for administering this subcontract (including issuance of change orders, execution of modifications, inspection, acceptance, etc.), has been delegated by SBA to NRC.
- (5) Except where an advance payment is made by SBA, partial or progress payments under this subcontract shall be made directly to the subcontractor by the NRC. However, the final payment under the subcontract will be made only upon the written authorization of SBA and, in the case of a construction contract, after receipt of an executed release of claims from the subcontractor.
- (6) In the light of the purpose for which award is herein authorized, i.e., to assist the subcontractor toward achievement of viability, the subcontractor agrees not to subcontract any of the performance of any of the requirements or this subcontract without the prior written approval of the SBA and the designated contracting officer of NRC.
- (7) The 8(a) subcontractor shall have the right of appeal from decisions of the Contracting Officer cognizable under the disputes clause of said subcontract. For the purposes of this subcontract, the reference to "his duly authorized representative" in the "Disputes" clause of the subcontract shall be deemed to refer to the Secretary or Administrator of the NRC and the Board of Contract Appeals of the NRC.

1. CONTRACT (Firm, Int, Ident.) NO. NRC-10-83-350		2. EFFECTIVE DATE 6/8/83		3. REQUISITION/PURCHASE REQUEST/PROJECT NO.		4. CERTIFIED FOR NATIONAL DEFENSE UNDER DDSA REG. 2 AND/OR DMS REG. 1, RATING:	
5. ISSUED BY U.S. Nuclear Regulatory Commission Division of Contracts Washington, DC 20555		CODE AR 2223		6. ADMINISTERED BY (If other than block 5) U.S. Nuclear Regulatory Commission Division of Contracts Washington, DC 20555		CODE AR 2223	
7. DELIVERY FOR DESTINATION <input type="checkbox"/> OTHER (See below)		8. CONTRACTOR NAME AND ADDRESS PRIME: U.S. Small Business Administration Washington District Office 1111 - 18th Street, N.W., 6th Floor Washington, DC 20036 (Street, city, county, State, and ZIP code) SUB: Metrotec, Inc. 1623 Connecticut Avenue, N.W. Washington, DC 20009		FACILITY CODE		9. DISCOUNT FOR PROMPT PAYMENT Net 30	
10. SUMMIT INVOICES (4 copies unless otherwise specified) TO ADDRESS SHOWN IN BLOCK		11. SHIP TO/MARK FOR CODE		12. PAYMENT WILL BE MADE BY U.S. Nuclear Regulatory Commission Office of Resource Management Division of Accounting & Finance Attn: GOV/COM Account Washington, DC 20555		CODE	
13. THIS PROCUREMENT WAS <input type="checkbox"/> ADVERTISED, <input checked="" type="checkbox"/> NEGOTIATED, PURSUANT TO: <input type="checkbox"/> 10 U.S.C. 2304 (a)(1) <input checked="" type="checkbox"/> 41 U.S.C. 252 (a)(15) U.S.C. 637(a)							
14. ACCOUNTING AND APPROPRIATION DATA B&R No. 46-20-25-902 APPROPRIATION NO. 31X0200.403 \$61,250.00							
15. ITEM NO.	16. SUPPLIES/SERVICES	17. QUANTITY	18. UNIT	19. UNIT PRICE	20. AMOUNT		
	MONTHLY UPDATE OF THE NRC'S RULES AND REGULATIONS Provide all personnel, materials, facilities and services, except as shown in ARTICLE VI - GOVERNMENT FURNISHED MATERIALS, necessary to provide timely, complete and accurate preparation of monthly supplements to the publication entitled "NRC Rules and Regulations" in accordance with Metrotec, Inc. proposal dated May 3, 1983 as revised May 12, 1983 which are incorporated herein by this reference.			Estimated Cost: Fixed Fee: Cost Plus Fixed Fee:	\$57,243.00 \$ 4,007.00 \$61,250.00		
21. TOTAL AMOUNT OF CONTRACT \$ 61,250.00							
CONTRACTING OFFICER WILL COMPLETE BLOCK 22 OR 26 AS APPLICABLE							
22. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return <u>6</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.)				26. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____, including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.			
23. NAME OF CONTRACTOR BY <u>[Signature]</u> (Signature of person authorized to sign)				27. UNITED STATES OF AMERICA BY <u>[Signature]</u> (Signature of Contracting Officer)			
24. NAME AND TITLE OF SIGNER (Type or print) Scott F. Denniston Contracting Officer		25. DATE SIGNED 6/23/83		28. NAME OF CONTRACTING OFFICER (Type or print) Mary Jo Mattia		29. DATE SIGNED JUN 8 1983	

Special 8(a) Contract Conditions

It is understood and agreed by and between the parties to this contract that:

- (1) SBA certifies it is competent to perform the requirement as stated in this contract.
- (2) SBA will furnish the supplies, services or perform the work required under this contract according to the specifications, drawings, terms and conditions hereof by subcontracting with an eligible concern pursuant to Section 8(a) of the Small Business Act, 15 U.S.C. 637(a). Such concern shall, for and in the stead of SBA, perform and fulfill all the requirements of this contract.
- (3) If SBA does not award a subcontract for all or part of the supplies, services or work, this contract shall be terminated in whole or in part without cost to either party.
- (4) SBA hereby delegates to the Nuclear Regulatory Commission (NRC) responsibility for administering the subcontract to be awarded hereunder.
- (5) Payments to be made under any subcontract awarded under this contract will be made directly to the subcontractor by the procuring agency except where SBA makes an advance payment to the subcontractor, in which event the agency administering the subcontract will be specifically requested in writing to make payments directly into the Special Bank Account.
- (6) The 8(a) subcontractor shall have the right of appeal from decisions of the contracting officer cognizable under the disputes clause of said subcontract.
- (7) The subcontract shall include the following provisions:
 - (a) For the purpose of this contract, the reference to "his duly authorized representative" in the "Disputes" clause of this contract shall be deemed to refer to the Secretary or Administrator of the NRC and the Board of Contract Appeals of the NRC.
 - (b) For the purposes of this contract, the reference to "his duly authorized representative" in the "Disputes" clause of this contract shall be deemed to refer to the Armed Services Board of Contract Appeals.
 - (c) For the purposes of this contract, the reference to "his duly authorized representative" in the "Disputes" clause of this contract shall be deemed to refer to the NASA Board of Contract Appeals.
- (8) It is agreed that the provision of the "Termination for Convenience", "Changes", "Disputes", and "Price Reduction" clauses which are included in the contract between the SEA and its contractor shall be invoked in appropriate cases when requested by the NRC Contracting Officer or his authorized representative. If the SEA does not agree with the NRC Contracting Officer's request, the case shall be referred to the Secretary or his designee for decision.
- (9) Insurance and/or bonding requirements, if any, do not apply to SEA, but SBA will require bonds from its contractor as required to protect the interests of the Government.

ARTICLE I - SCOPE OF WORK

A. Background

The Administrative Procedure Act (5 U.S.C. 551-553) requires the Nuclear Regulatory Commission to publish in the Federal Register proposed rules, final rules, statements of general policy, and interpretations of general applicability. In order to provide a timely compilation of these types of Federal Register notices issued by the NRC which have present or prospective regulatory effect, the Commission has authorized in its regulation, 10 CFR Part 1 (§1.41(f)), the codification and public distribution of its rulemaking documents in a publication entitled "NRC Rules and Regulations". Supplements to this document are issued monthly and distributed to NRC staff and to subscription holders.

The NRC regulatory documents published in the "NRC Rules and Regulations" and in its monthly supplements include final rules (which are codified into NRC regulations, 10 CFR Chapter 1), notices of proposed rulemaking, petitions for rulemaking, and statements of consideration (that portion of a Federal Register notice of a final rule which is published as "Supplementary Information"). Also included are the following types of documents and notices: Policy Statements, Memoranda of Understanding, Listings of Regulatory Guides, and brief summaries of selected General Notices published in the Federal Register by other Federal agencies which may have an impact upon NRC-regulated activities.

B. Contract Objectives

The purpose of this work is to provide the Nuclear Regulatory Commission's Division of Rules and Records with:

Timely, complete, and accurate preparation of camera-ready copy for monthly supplements to the publication entitled, "NRC Rules and Regulations."

Accurate and timely codification of final rules into the basic NRC Rules and Regulations updated compilations.

A review to delete, or amend as necessary all other types of Federal Register notices on a monthly basis to coincide with the composition and issuance cycle for the monthly supplements.

C. Statement of Technical Work

The contractor shall furnish all personnel, materials, equipment, facilities and services necessary, except as shown in ARTICLE V - GOVERNMENT FURNISHED MATERIALS to perform the technical tasks listed below.

1. The contractor shall review each issuance of the Federal Register on a daily basis to identify all notices published in that document by the NRC and other Federal Agencies which must be included in the monthly supplement to the "NRC Rules and Regulations." (See Attachment Number 1.)

2. The Contractor shall prepare a camera-ready copy monthly, for the monthly supplement to the NRC Rules and Regulations, utilizing the actual pages or a photograph of actual pages from the daily issue of the Federal Register as the basis for preparation of camera-ready copy of NRC notices included in the monthly supplement to the "NRC Rules and Regulations."
3. The quality and resolution of print in the Contractor's monthly camera-ready copy shall equal or exceed that required to produce a supplement of equal or higher quality than the Attachment Number 2.
4. The Contractor shall perform the specific research and compilation tasks as described in Attachment Number 3 which are required in order to revise the "NRC Rules and Regulations."
5. The Contractor shall, include the types of NRC notices described in Attachment Number (one) 1 in the monthly supplements, and, insert into the specially designated sections of the "NRC Rules and Regulations" and prepare monthly supplements and instruction sheets as described in Attachment Number 4. In addition, the Project Officer may determine that another class of documents should be included in the monthly supplements. If this becomes necessary, the Project Officer will notify the contractor (verbally followed by written confirmation) in advance to permit the Contractor to revise the monthly supplement.
6. The Contractor shall codify final rules published in the Federal Register by the NRC into the effective regulations portion of the "NRC Rules and Regulations" according to the amendatory language contained in the Federal Register notice itself. This language states the precise method for accomplishing specific editorial changes necessary to amend NRC regulations as approved by the Nuclear Regulatory Commission or its designee, the Commission's Executive Director for Operations.
7. The Contractor shall systematically select and replace an average of 25 poor quality mats for existing "NRC Rules and Regulations" document pages each month in order to improve the quality of basic document pages. These 25 mats are to be selected each month on the basis of their condition and are to be included each month in the supplement along with replacement pages required because of NRC regulatory action. The Contractor will replace the 25 poor quality mats each month with text reproduced from pages of the Office of the Federal Register (OFR) codification of 10 CFR Chapter I effective regulations (the annual revised edition is entitled "Energy - 10 CFR Parts 0 to 199"). The replacement of pages includes the composition of new mats using the material from the OFR annual 10 CFR revision in the format of the "NRC Rules and Regulations".

8. The Contractor shall, during preparation of mats required because of NRC regulatory action or the replacement of deteriorated mats, note inconsistencies in format or editorial (e.g., spelling) errors. The Contractor is required to correct all editorial errors. The Contractor is required to maintain a log of these corrections for inspection by the Project Officer. When an inconsistency in format is identified, the Contractor must contact the Project Officer by telephone immediately to achieve a speedy resolution of the format question. Any problem with NRC documents, monthly supplement pages, basic "NRC Rules and Regulations" codification, or document compilation other than editorial errors should be immediately communicated to the Project Officer by telephone.
9. Due to the importance of the codification of NRC regulations and the compilation of other NRC regulatory documents, proper execution of the contract will require continuous and effective communication between the Contractor and the Project Officer to assure that the revisions, additions, and deletions necessary to accomplish the monthly changes required by the publication of NRC regulatory documents in the Federal Register are carried out in the manner and at the frequency set out in Attachment Number 5.
10. The Contractor shall perform all the tasks required by this contract in a manner which assures composition and delivery of camera-ready copy of monthly supplements in cy 1983, and 1984 beginning with complete coverage of all NRC regulatory documents described in this statement published in the Federal Register in June 1983 and ending with complete coverage for May 1984.

D. Deliverable Items and Periodic Delivery Schedule.

<u>Description</u>	<u>Quantity</u>	<u>Schedule for Delivery</u>
a. Camera-ready copy of monthly supplement (proofread in its entirety against Federal Register notices w/any necessary editorial corrections implemented and clearly marked).	2*	Contractor shall deliver to NRC: Within 5 working days following last Federal Register publication date in previous month

* 1 original and 1 xerox copy (see paragraph b. of section E.)

E. Place of Delivery

- a. In accordance with delivery schedule in Section D, one original camera-ready copy is to be delivered to:

U.S. Nuclear Regulatory Commission
Phillips Building, Room P034
7920 Norfolk Avenue
Bethesda, MD 20014
Attention: Robert Geris

Mailing Address:

U.S. Nuclear Regulatory Commission
Phillips Building, Room P034
Washington, DC 20555
Attention: Robert Geris

- b. One xerox copy is to be delivered to:

U.S. Nuclear Regulatory Commission
Maryland National Bank Building, Room 4000
7735 Old Georgetown Road
Bethesda, MD 20014
Attention: John Philips

Mailing Address:

U.S. Nuclear Regulatory Commission
Maryland National Bank, Room 4000
Washington, DC 20555
Attention: John Philips

F. Inspection and Review of Work

a. Prior to Delivery

The Nuclear Regulatory Commission reserves the right to make periodic on-site inspections in accordance with the General Provision, entitled "Inspection." It shall be expressly understood that such inspections shall not constitute acceptance by the Government of any part of the work, but shall be for the purpose of providing coordination and technical guidance in interpretation of technical requirements.

b. After Delivery

1. All inspections, acceptance, and rejection decisions shall be made at destination by the Project Officer or his authorized representative.

2. Upon receipt of all deliverable items specified, the Project Officer or his authorized representative shall inspect each item for compliance with the specifications contained herein.
3. Acceptance or rejection of deliverable items shall be made in writing by the Project Officer within 15 calendar days after receipt of said deliverable items from the contractor. In the event of rejection of any portion of the work, completion of corrected items shall be received within 5 calendar days after receipt of notice of rejection. Final acceptance shall be made in writing only after the work has been corrected to the extent that it conforms to the specifications contained herein and has been approved by the Project Officer. The contractor shall be notified of final acceptance within 10 calendar days after receipt of the corrected items.

ARTICLE II - PERIOD OF PERFORMANCE

The performance of the work described in Article I hereof shall commence as of the effective date of this contract and shall continue to completion thereof, estimated to occur within 12 months after said contract is effective.

ARTICLE III - OPTION TO EXTEND THE PERIOD OF PERFORMANCE

The Government may, at any time within twelve (12) months after the award date of this contract, extend the contract for a period of twelve (12) months. The Government shall give notice of its intent to exercise this option at least thirty (30) days before this contract is to expire. The exercise of this option, if any, will be accomplished through the issuance of a unilateral modification to this contract by the Contracting Officer citing the authority of this Article and extending the period of performance an additional twelve (12) months and increasing the contract amount by \$63,871.00 of which \$59,693.00 will represent the increase in estimated reimbursable costs and of which \$4,178.00 will represent the increase in fixed fee.

ARTICLE IV - CONSIDERATION AND PAYMENT

A. Estimated Cost and Fixed Fee

It is estimated that the total cost to the Government for full performance of this contract will be \$61,250.00, of which \$57,243.00 represents the estimated reimbursement costs, and of which \$4,007.00 represents the fixed fee.

B. Payment

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

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

ARTICLE V - OVERHEAD/GENERAL AND ADMINISTRATIVE RATES

- A. Pending the establishment of final overhead rates which shall be negotiated based on audit of actual costs, the Contractor shall be reimbursed for allowable indirect costs hereunder at the provisional rate of 67.03 percent of direct labor.
- B. Pending the establishment of final fringe benefit rates which shall be negotiated based on audit of actual costs, the Contractor shall be reimbursed for allowable indirect costs hereunder at the provisional rate of 32.88 percent of total costs.
- C. Notwithstanding A and B of this Article; said provisional overhead and fringe benefit rates may be adjusted as appropriate during the term of the contract upon the acceptance of such revised rates by the Contracting Officer.

ARTICLE VI - GOVERNMENT FURNISHED MATERIALS/EQUIPMENT

The NRC will provide the contractor with the following:

- 1. 900 sheets of special layout paper.
- 2. 1 - Diage Pressure Sensitive Adhesive Waxer Model Number 1215, Serial Number 1894A.
- 3. Daily issuances of the "Federal Register" for twelve (12) months.

The NRC will provide the above items to the Contractor. The adhesive waxer will remain the property of the U.S. Government and will be returned to the NRC upon expiration of the contract. The NRC will provide daily issuances of the Federal Register to the Contractor, in the event the Contractor has not received a copy of a daily Federal Register five days after the date of issuance, the Contractor shall immediately notify the Project Officer. The items to be furnished are for use on U.S. Government work only.

ARTICLE VII - PRIVATE USE AND PROTECTION OF UNCLASSIFIED GOVERNMENT INFORMATION

- A. Except as specifically authorized by this contract, or as otherwise approved by the Contracting Officer, records or other information, documents and material furnished by the Commission to the contractor in the performance of this contract, or information developed by the Contractor in the course of the work hereunder, shall be used only in connection with the work performed under this contract. The Contractor shall, upon completion or termination of this contract, transmit to the Commission all records or other information, documents and material, and any copies thereof, furnished by the Commission to the contractor or developed by the contractor in the performance of this contract.
- B. The contractor shall be responsible for safeguarding from unauthorized disclosure any information or other documents and material exempt from public disclosure by the Commission's regulations and made available to the contractor in connection with the performance of work under this contract. The contractor agrees to conform to all regulations, requirements, and directions of the Commission with respect to such material.

- C. The contractor's duties under this clause shall not be construed to limit or affect in any way the contractor's obligation to conform to all security regulations and requirements of the Commission pertaining to classified information and material.

ARTICLE VIII - KEY PERSONNEL

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

Jack Nelson - Project Director
Gurney Hall

ARTICLE IX - PROJECT OFFICER

Mr. John Phillips is hereby designated as the Contracting Officer's Project Officer (PO) for technical aspects of this contract. The PO is not authorized to approve or request any action which results in or could result in an increase in contract costs; or terminate, settle any claim or dispute arising under the contract, or issue any unilateral directive whatever.

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

ARTICLE X - TECHNICAL DIRECTION

- A. Performance of the work under this contract shall be subject to the technical direction of the NRC Project Officer named in ARTICLE IX of this contract. The term "Technical Direction" is defined to include the following:
1. Technical direction to the contractor which shifts work emphasis between areas of work or tasks, requires pursuit of certain lines of inquiry, fills in details or otherwise serves to accomplish the contractual scope of work.
 2. Providing assistance to the contractor in the preparation of drawings, specifications or technical portions of the work description.
 3. Review and where required by the contract, approval of technical reports, drawings, specifications and technical information to be delivered by the contractor to the Government under the contract.

- B. Technical direction must be within the general scope of work stated in the contract. The Project Officer does not have the authority to and may not issue any technical direction which:
1. Constitutes an assignment of additional work outside the general scope of the contract.
 2. Constitutes a change as defined in the clause of the General Provisions, entitled "Changes."
 3. In any way causes an increase or decrease in the total estimated contract cost, the fixed fee, if any, or the time required for contract performance.
 4. Changes any of the expressed terms, conditions or specifications of the contract.

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

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

If, in the opinion of the contractor, any instruction or direction issued by the Project Officer is within one of the categories as defined in B(1) through (4) above, the contractor shall not proceed but shall notify the Contracting Officer in writing within five (5) working days after the receipt of any such instruction or direction and shall request the Contracting Officer to modify the contract accordingly. Upon receiving such notification from the contractor, the Contracting Officer shall issue an appropriate contract modification or advise the contractor in writing that, in the Contracting Officer's opinion, the technical direction is within the scope of this article and does not constitute a change under the Changes Clause.

- D. Any unauthorized commitment or direction issued by the Project Officer may result in an unnecessary delay in the contractor's performance, and may even result in the contractor expending funds for unallowable costs under the contract.
- E. A failure of the parties to agree upon the nature of the instruction or direction or upon the contract action to be taken with respect thereto shall be subject to the provisions of the contract clause entitled "Disputes"

ARTICLE XI - SERVICE CONTRACT ACT WAGE DETERMINATION

Each service employee employed in the performance of this contract by the contractor or any subcontractor shall be paid the minimum monetary wage and shall be furnished fringe benefits in accordance with the following U.S. Department of Labor Wage Determination which is attached hereto as Attachment 1.

Wage Determination

80-1294 Rev. #8

Date

3-2-83

ARTICLE XII - CONFLICT OF INTEREST

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

- (1) is not placed in a conflicting role because of current or planned interest (financial, contractual, organizational, or otherwise) which relates 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 herein shall apply to performance or participation by the contractor as defined in 41 CFR §20-1.5402(f) in the activities covered by this article.

(c) Work for others. 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 who are employed full time under this contract and employees designated as key personnel, if any, under this contract abide by the provision of this article. If the contractor believes with respect to itself or any such 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 prior to execution of such contractual arrangement.

(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, it does not have any organizational conflicts of interest, as defined in 41 CFR §20-1.5402(a).
- (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 shall 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 for convenience if it deems such termination to be in the best interests of the government.

(e) Access to and use of information.

- (1) If the Contractor in the performance of this contract obtains access to information, such as NRC plans, policies, reports, studies, financial plans, internal data protected by the Privacy Act of 1974 (Pub. L. 93-579), or data which has not been released to the public, the contractor agrees not to: (i) use such information for any private purpose until the information has been released to the public; (ii) compete for work for the Commission based on such information for a period of six (6) months after either the completion of this contract or the release of such information to the public, whichever is first, (iii) submit an unsolicited proposal to the government based on such information until one year after the release of such information to the public, or (iv) release the information without prior written approval by the Contracting Officer unless such 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 (Pub. L. 93-579), or other confidential or privileged technical, business, or financial information under this contract, the contractor shall treat such information in accordance with restrictions placed on use of the information.
- (3) The contractor shall have, subject to patent and security provisions of this contract, 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 41 CFR §20-1.5402(h), the contractor shall include this article, including this paragraph, in subcontracts of any tier. The terms "contract," "contractor," and "Contracting Officer," shall be appropriately modified to preserve the government's rights.

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

(h) Waiver. A request for waiver under this clause shall be directed in writing through the Contracting Officer to the Executive Director for Operations (EDO) in accordance with the procedures outlined in §20-1.5411.

ARTICLE XIII - GENERAL PROVISIONS

This contract is subject to the cost type Research and Development contracts with Commercial Organizations dated 12/1/81.

The following articles are added and made a part of the General Provisions.

46. Interest on Overdue Payments

- (a) The Prompt Payment Act, Public Law 97-177 (96 STAT. 85, 31 USC 1801) is applicable to payments under this contract and requires the payment to contractors interest on overdue payments and improperly taken discounts.
- (b) Determination of interest due will be made in accordance with provisions of the Prompt Payment Act and Office of Management and Budget Circular A-125.

47. Payment Due Date

- (a) Payments under this contract will be due 30 calendar days after the later of:
 - (1) The date of actual receipt of a proper invoice (original and 4 copies) to the U.S. Nuclear Regulatory Commission, Division of Accounting and Finance, Office of Resource Management, ATTN: GOV/COM Accounts Section, Washington, D.C. 20555, or
 - (2) The date the final deliverable product/service is accepted by the Government.
- (b) For the purpose of determining the due date for payment and for no other purpose, acceptance will be deemed to occur 30 calendar days after the date of delivery of the final deliverable product/service performed in accordance with the terms of the contract.
- (c) If the final product/service is rejected for failure to conform to the technical requirements of the contract, the provisions in paragraph (b) of this clause will apply to the new delivery of the final product/service.
- (d) The date of the check issued in payment shall be considered to be the date payment is made.

48. Invoice Requirements

Invoices shall be submitted in an original and 4 copies to the U.S. Nuclear Regulatory Commission, Division of Accounting and Finance, Office of Resource Management, ATTN: GOV/COM Accounts Section, Washington, D.C. 20555. To constitute a proper invoice, the invoice must include the following information and/or attached documentation:

- (1) Name of the business concern and invoice date.
- (2) Contract number or other authorization for delivery of property or services.
- (3) Description price and quantity of property and services actually delivered or rendered.
- (4) Shipping and payment terms.
- (5) Name (where practicable), title, phone number, and complete mailing address or responsible official to whom payment is to be sent.
- (6) Other substantiating documentation or information as required by the contract.

49. SERVICE CONTRACT ACT OF 1965, AS AMENDED (FPR 1-12.904-1)
(Contracts in Excess of \$2,500)

This contract, to the extent that it is of the character to which the Service Contract Act of 1965, as amended (41 U.S.C. 351-357) applies, is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor thereunder.

(a) Compensation. Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wage and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor or his authorized representative, as specified in any attachment to this contract. If there is such an attachment, any class of service employees which is not listed therein, but which is to be employed under this contract, shall be classified by the Contractor so as to provide a reasonable relationship between such classifications and those listed in the attachment, and shall be paid such monetary wages and furnished such fringe benefits as are determined by agreement of the interested parties, who shall be deemed to be the contracting agency, the Contractor, and the employees who will perform on the contract or their representatives. If the interested parties do not agree on a classification or reclassification which is, in fact, conformable, the Contracting Officer shall submit the question, together with his recommendation, to the Office of Special Wage Standards, Employment Standards Administration (ESA), Department of Labor for final determination. Failure to pay such employees the compensation agreed upon by the interested parties or finally determined by the Administrator or his authorized representative shall be a violation of this contract. No employee engaged in performing work on this contract shall in any event be paid less than the minimum wage specified under Section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.

(b) Adjustment. If, as authorized pursuant to Section 4(d) of the Service Contract Act of 1965, as amended, the term of this contract is more than 1 year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees shall be subject to adjustment after 1 year and not less often than once every 2 years, pursuant to wage determinations to be issued by the Employment Standards Administration, Department of Labor as provided in the Act.

(c) Obligation to furnish fringe benefits. The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined conformably thereto by furnishing any equivalent combinations of fringe benefits, or by making equivalent or differential payments in cash in accordance with the applicable rules set forth in 29 CFR Part 4, Subparts B and C, and not otherwise.

(d) Minimum wage. In the absence of a minimum wage attachment for this contract, neither the Contractor nor any subcontractor under this contract shall pay any of his employees performing work under the contract (regardless of whether they are service employees) less than the minimum wage specified by Section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended. Nothing in this provision shall relieve the Contractor or any subcontractor of any other obligation under law or contract for the payment of a higher wage to any employee.

(e) Obligations attributable to predecessor contracts. If this contract succeeds a contract, subject to the Service Contract Act of 1965, as amended, under which substantially the same services were furnished and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, then in the absence of a minimum wage attachment for this contract neither the Contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work less than the wages and fringe benefits, provided for in such collective bargaining agreements, to which such employee would be entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No Contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the Secretary of Labor or his authorized representative determines that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's-length negotiations, or finds, after a hearing as provided in Department of Labor regulations, 29 CFR 4.10, that the wages and fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a similar character in the locality.

(f) Notification to employees. The Contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum wage and any fringe benefits required to be paid pursuant to this contract, or shall post a notice of such wages and benefits in a prominent and accessible place at the worksite, using such poster as may be provided by the Department of Labor.

(g) Safe and sanitary working conditions. The Contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the Contractor or subcontractor which are unsanitary or hazardous or dangerous to the health or safety of service employees engaged to furnish these services, and the Contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR Part 1925.

(h) Records. The Contractor and each subcontractor performing work subject to the Act shall make and maintain for 3 years from the completion of the work records containing the information specified in subparagraphs (1) through (5) of this paragraph for each employee subject to the Act and shall make them available for inspection and transcription by authorized representatives of the Employment Standards Administration (ESA), Department of Labor.

(1) His name and address.

(2) His work classification or classifications, rate or rates of monetary wages and fringe benefits provided, rate or rates of fringe benefit payments in lieu thereof, and total daily and weekly compensation.

(3) His daily and weekly hours so worked.

(4) Any deductions, rebates, or refunds from his total daily or weekly compensation.

(5) A list of monetary wages and fringe benefits for those classes of service employees not included in the minimum wage attachment to this contract, but for which such wage rates or fringe benefits have been determined by the interested parties or by the Administrator as defined in 41 CFR 1-12.902-2(c) or his authorized representative pursuant to the Labor Standards Clause in paragraph (a) of this clause. A copy of the report required in paragraph (m)(1) of this clause shall be deemed to be such a list.

(i) Withholding of payment and termination of contract. The Contracting Officer shall withhold or cause to be withheld from the Government Prime Contractor under this or any other Government contract with the prime Contractor such sums as he, or an appropriate officer of the Department of Labor, decides may be necessary to pay underpaid employees. Additionally, any failure to comply with the requirements of this clause relating to the Service Contract Act of 1965 may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.

(j) Subcontractors. The Contractor agrees to insert this clause relating to the Service Contract Act of 1965 in all subcontracts. The term "Contractor" as used in this clause in any subcontract, shall be deemed to refer to the subcontractor, except in the term "Government Prime Contractor."

(k) Service employee. As used in this clause relating to the Service Contract Act of 1965, as amended, the term "service employee" means any person engaged in the performance of a contract entered into by the United States and not exempted under Section 7, whether negotiated or advertised, the principal purpose of which is to furnish services in the United States (other than any person employed in a bona fide executive, administrative, or professional capacity, as those terms are defined in Part 541 of Title 29, Code of Federal Regulations, as of July 30, 1976, and any subsequent revision of those regulations); and shall include all such persons regardless of any contractual relationship that may be alleged to exist between a contractor or subcontractor and such persons.

(l) Comparable rates. The following classes of service employees expected to be employed under the contract with the Government would be subject, if employed by the contracting agency, to the provisions of 5 U.S.C. 5341 and would, if so employed, be paid not less than the following rates of wages and fringe benefits:

Employee class: _____

Monetary wage--fringe benefits: _____

(m) Contractor's report. (1) If there is a wage determination attachment to this contract and one or more classes of service employees which are not listed thereon are to be employed under the contract, the Contractor shall report to the Contracting Officer the monetary wages to be paid and the fringe benefits to be provided each such class of service employee. Such report shall be made promptly as soon as such compensation has been determined, as provided in paragraph (a) of this clause.

(2) If wages to be paid or fringe benefits to be furnished any service employees employed by the Government Prime Contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the Government Prime Contractor shall report such fact to the Contracting Officer, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance of the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance, such agreements shall be reported promptly after negotiation thereof.

(n) Regulations incorporated by reference. All interpretations of the Service Contract Act of 1965 expressed in 29 CFR Part 4, Subpart C, are hereby incorporated by reference in this contract.

(o) Exemptions. This clause relating to the Service Contract Act of 1965 shall not apply to the following:

(1) Any contract of the United States or District of Columbia for construction, alteration, and/or repair, including painting and decorating of public buildings or public works;

(2) Any work required to be done in accordance with the provisions of the Walsh-Healey Public Contracts Act (41 U.S.C. 35-45);

(3) Any contract for the carriage of freight or personnel by vessel, airplane, bus, truck, express, railway line, or oil or gas pipeline where published tariff rates are in effect, or where such carriage is subject to rates covered by Section 22 of the Interstate Commerce Act;

(4) Any contract for the furnishing of services by radio, telephone, telegraph, or cable companies, subject to the Communications Act of 1934;

(5) Any contract for public utility services, including electric light and power, water, steam, or gas;

(6) Any employment contract providing for direct services to a Federal agency by an individual or individuals;

(7) Any contract with the Post Office Department (U.S. Postal Service), the principal purpose of which is the operation of postal contract stations;

(8) Any services to be furnished outside the United States. For geographic purposes, the "United States" is defined in Section 8(d) of the Service Contract Act of 1965 to include any State of the United States, the District of Columbia, Puerto Rico, the Virgin Islands, Outer Continental Shelf lands, as defined in the Outer Continental Shelf Lands Act, American Samoa, Guam, Wake Island, Eniwetok Atoll, Kwajalein Atoll, Johnston Island, and Canton Island. It does not include any other territory under the jurisdiction of the United States or any United States base or possession within a foreign country;

(9) Any of the following contracts exempted from all provisions of the Service Contract Act of 1965, pursuant to Section 4(b) of the Act, which exemptions the Secretary of Labor, prior to amendment of such section by Pub. L. 92-473, found to be necessary and proper in the public

interest or to avoid serious impairment of the conduct of Government business;

(i) Contracts entered into by the United States with common carriers for the carriage of mail by rail, air (except air star routes), bus, and ocean vessel, where such carriage is performed on regularly scheduled runs of the trains, airplanes, buses, and vessels over regularly established routes and accounts for an insubstantial portion of the revenue therefrom;

(ii) Any contract entered into by the U.S. Postal Service with an individual owner-operator for mail service where it is not contemplated at the time the contract is made that such owner-operator will hire any service employee to perform the services under the contract except for short periods of vacation time or for unexpected contingencies or emergency situations such as illness or accident.

(p) Special employees. Notwithstanding any of the provisions in paragraphs (a) through (n) of this clause relating to the Service Contract Act of 1965, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to Section 4(b) of the Act prior to its amendment by Pub. L. 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business:

(1)(i) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical, or mental deficiency or injury may be employed at wages lower than the minimum wages otherwise required by Section 2(a)(1) or 2(b)(1) of the Service Contract Act of 1965, without diminishing any fringe benefits or cash payments in lieu thereof required under Section 2(a)(2) of that Act, in accordance with the procedures prescribed for the employment of apprentices, student-learners, handicapped persons, and handicapped clients of sheltered workshops under Section 14 of the Fair Labor Standards Act of 1938, (29 U.S.C. 201 et seq.) in the regulations issued by the Administrator (29 CFR Parts 520, 521, 524, and 525).

(ii) The Administrator will issue certificates under the Service Contract Act of 1965 for the employment of apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two Acts, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR Parts 520, 521, 524, and 525);

(iii) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in Parts 525 and 528 of Title 29 of the Code of Federal Regulations.

(2) Any employee engaged in an occupation in which he customarily and regularly receives more than \$30 a month in tips may have the amount of his tips credited by his employer against the minimum wage required by Section 2(a)(1) or Section 2(b)(1) of the Act, in accordance with the regulations in 29 CFR Part 531; Provided, however, That the amount of such credit may not exceed \$1.325 per hour beginning January 1, 1978, \$1.305 per hour beginning January 1, 1979, \$1.24 per hour beginning January 1, 1980 and \$1.34 per hour after December 31, 1980. If the employer pays in full cents the \$1.325 figure must be rounded down to \$1.32 and the \$1.305 figure to \$1.30, in order that the employer will not be crediting more than the permissible percentage. [End of clause.]

ATTACHMENTS

Documents to Be Included In Monthly Supplements	ATTACHMENT 1
Sample NRC Rules and Regulations Monthly Supplement	ATTACHMENT 2
Specific Research and Compilation Tasks Required	ATTACHMENT 3
Systematic Compilation and Updating Steps	ATTACHMENT 4
Contractor's Communication Responsibilities	ATTACHMENT 5
NRC Organization Chart	ATTACHMENT 6
Billing Instructions for NRC Cost-Type Contracts	ATTACHMENT 7
General Provisions for Cost Type Research and Development Contracts with Commercial Organizations, dated 12/1/81	ATTACHMENT 8
U.S. Department of Labor Wage Determination Number 80-1294 Revision #8, dated 3/2/83	ATTACHMENT 9
Contractor Organizational Conflicts of Interest	ATTACHMENT 10
Contractor Representations and Certifications	ATTACHMENT 11