

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350) RATING

2. CONTRACT NO. (Proc. Inst. Ident.) No. 3-91-1-5089	3. EFFECTIVE DATE NOV. 19, 1990	4. REQUISITION/PURCHASE REQUEST/PROJECT NO. ADM-90-141
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5. ISSUED BY Code: U.S. Small Business Administration Washington District Office 1111 18th Street, N.W., 6th Floor P.O. Box 19993 Washington, D.C. 20036	6. ADMINISTERED BY Code: No. 1 (If other than Item 5) Contract Administration Branch Div. of Contracts & Property Mgmt. Mail Stop P-902 Washington, DC 20555
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7. NAME AND ADDRESS OF CONTRACTOR

Washington Data Systems, Inc.
9200 Basil Court, Suite 211
Landover, MD 20785

8. DELIVERY

() FOB ORIGIN
(X) OTHER (See below)

9. DISCOUNT FOR PROMPT PAYMENT
N/A

10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN ITEM: 6

11. SHIP TO/ MARK FOR CODE N/A
See Section F.4 - PLACE OF DELIVERY

12. PAYMENT WILL BE MADE BY CODE
U.S. Nuclear Regulatory Commission
Division of Accounting and Finance
GOV/COM Accounting Section
Washington, DC 20555

13. AUTHORITY FOR USE (OTHER THAN FULL AND OPEN COMPETITION)
() 10 U.S.C. 2304(c), () (X) 41 U.S.C. 253(c) (5)

14. ACCOUNTING AND APPROPRIATION DATA
SEE PRIME CONTRACT

15A. ITEM NO.	15B. SUPPLIES/ SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
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See prime contract between U.S. Small Business Administration and U.S. Nuclear Regulatory Commission, No. NRC-10-91-137, entitled "Microfiche Duplication for Local Public Document Rooms". The following contract clauses are hereby made a part of this subcontract: 52.219-12 - Special 8(a) Subcontract Conditions, and 52.219-14 - Limitations on Subcontracting.

15G. TOTAL AMOUNT OF CONTRACT **\$243,117.83**

EXCEPTION TO STANDARD FORM SF26 (REV. 4-85)

Prescribed by GSA
FAR(48 CFR) 53.214(a)

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PDR CONTR
NRC-10-91-137 PDC

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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. (X) CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return four copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications as are attached or incorporated by reference herein. (Attachments are listed herein.)

18. () 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.

19A. NAME AND TITLE OF SIGNER
(Type or print)

PAUL M. Mc Coy PRESIDENT

19B. NAME OF CONTRACTOR

by Paul M. McCoy
(Signature of person authorized to sign)

19C. DATE SIGNED

11/19/90

20A. NAME OF CONTRACTING OFFICER

MARY O. CRAWFORD
SUPERVISORY CONTRACTING OFFICER

20B. UNITED STATES OF AMERICA

by Mary O. Crawford
(Signature of Contracting Officer)

20C. DATE SIGNED

EXCEPTION TO STANDARD FORM 26 (REV. 4-85)

FAR 52.219-12 - SPECIAL 8(a) SUBCONTRACT CONDITIONS (FEB 1990)

(a) The Small Business Administration (SBA) has entered into Contract No. NRC-10-91-137 with Washington Data Systems, Inc. to furnish the supplies or services as described therein. A copy of the contract is attached hereto and made a part hereof.

(b) Washington Data Systems, Inc., hereafter referred to as the subcontractor, agrees and acknowledges as follows:

(1) That it will, for and on behalf of the SBA, fulfill and perform all of the requirements of Contract No. NRC-10-91-137 for the consideration stated therein and that it has read and is familiar with each and every part of the contract.

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

(3) That it will not subcontract the performance of any of the requirements of this subcontract to any lower tier subcontractor without the prior written approval of the SBA and the designated Contracting Officer of the U. S. Nuclear Regulatory Commission.

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

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

(End of clause)

52.219-14 - LIMITATIONS ON SUBCONTRACTING (OCT 1987)

By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for-

(a) Services (except construction). At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.

(b) Supplies (other than procurement from a regular dealer in such supplies). The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.

(c) General construction. The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.

(d) Construction by special trade contractors. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

(End of clause)

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350) RATING

2. CONTRACT NO.
(Proc. Inst. Ident.) No.
NRC-10-91-137

3. EFFECTIVE DATE
NOV - 19, 1990

4. REQUISITION/PURCHASE
REQUEST/PROJECT NO.
ADM-90-141

5. ISSUED BY Code:
U.S. Nuclear Regulatory Commission
Div. of Contracts & Property Mgmt.
Contract Neg. Branch No. 1; P-1020
Washington, DC 20555
CONTACT - Mrs. Helen Hagey
PHONE - (301) 492-9449

6. ADMINISTERED BY Code: No. 1
(If other than Item 5)
Contract Administration Branch
Div. of Contracts & Property Mgmt.
Mail Stop P-902
Washington, DC 20555

7. NAME AND ADDRESS OF CONTRACTOR
PRIME: U.S. Small Business Administration
Washington District Office
1111 18th Street, N.W., 6th Floor
P.O. Box 19993
Washington, D.C. 20036
SUB: Washington Data Systems, Inc.
9200 Basil Court, Suite 211
Landover, MD 20785

8. DELIVERY
() FOB ORIGIN
(X) OTHER (See below)

9. DISCOUNT FOR PROMPT PAYMENT
N/A

10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS
SHOWN IN ITEM: 6

11. SHIP TO/ CODE N/A
MARK FOR
See Section F.4 - PLACE OF DELIVERY

12. PAYMENT WILL CODE
BE MADE BY
U.S. Nuclear Regulatory Commission
Division of Accounting and Finance
GOV/COM Accounting Section
Washington, DC 20555

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION
() 10 U.S.C. 2304(c) () (X) 41 U.S.C. 253(c) (5)

14. ACCOUNTING AND APPROPRIATION DATA
B&R No. 140-20-66-250; APPN No. 31X0200.141
FIN No. D24161; Obligated Amount: \$243,117.83

15A. ITEM NO.	15B. SUPPLIES/ SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
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Perform microfiche duplication services as described herein and in accordance with Washington Data Systems, Inc.'s technical proposal dated 09/07/90 and as revised dated 10/05/90, both of which are incorporated herein by this reference and made a part of this contract.

15G. TOTAL AMOUNT OF CONTRACT \$243,117.83

EXCEPTION TO STANDARD FORM SF26 (REV. 4-85)

Prescribed by GSA
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18. 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.

19A. NAME AND TITLE OF SIGNER
 MARY ^(Type or print) CRAWFORD
 SUPERVISORY CONTRACTING OFFICER

20A. NAME OF CONTRACTING OFFICER
 Elois J. Wiggins

19B. NAME OF CONTRACTOR
 by Mary C. Crawford
 (Signature of person authorized to sign)

20B. UNITED STATES OF AMERICA
 by Elois J. Wiggins
 (Signature of Contracting Officer)

19C. DATE SIGNED

20C. DATE SIGNED 11/16/90

EXCEPTION TO STANDARD FORM 26 (REV. 4-85)



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J.1 ATTACHMENTS (MAR 1987). 31

PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 PROJECT TITLE

The title of this project is as follows:

"Microfiche Duplication for Local Public Document Rooms"

(End of Clause)

B.2 BRIEF DESCRIPTION OF WORK (MAR 1987)

The NRC requires microfiche duplication services to duplicate sets of NRC's NUDOCS microfiche and NUREG-0540 microfiche for distribution to NRC's power reactor Local Public Document Rooms.

(End of Clause)

B.3 SCHEDULE OF ITEMS

Item No.	Supplies/Services	Quantity	Unit	Unit Price	Amount
1.	NUDOCS 48X Microfiche	70	sets	\$3,418.80	\$239,316.00
2.	NUREG-0540 24X Microfiche	76	sets	\$50.02	\$3,801.52

(End of Clause)

B.4 CONSIDERATION AND OBLIGATION--FIRM FIXED PRICE
(JUNE 1988)

The firm fixed price of this contract is \$243,117.52.

(End of Clause)

SECTION C - DESCRIPTION/SPECIFICATION
/WORK STATEMENT

C.1 BACKGROUND

The U.S. Nuclear Regulatory Commission (NRC) operates 76 power reactor Local Public Document Rooms (LPDRs) containing publicly available records on the power reactor in their vicinity. Since the LPDR program began in the late 1960s, an average of six linear feet of records per year have been added to each LPDR collection. As a result, most libraries serving as LPDRs have indicated that they have limited expansion space to accommodate NRC paper records in the future. To address this problem, the NRC will convert its LPDR collections to the NUDOCS 48X microfiche. The purpose of this contract is to duplicate 70 sets of the NUDOCS microfiche from 1981 through June 30, 1990 and 76 sets of NUREG-0540, TITLE LIST OF DOCUMENTS MADE PUBLICLY AVAILABLE, complete series, to be used as the index to the NUDOCS microfiche.

C.2 SCOPE OF WORK

C.2.1 The Contractor shall provide the facility and furnish all equipment, material and labor incidental to the performance of this contract.

C.2.2 The Contractor shall duplicate 70 sets of 46,130 NUDOCS 48X microfiche. NUDOCS 48X microfiche has 364 useable frames per fiche. Duplicate microfiche shall be reproduced onto .005 mil. thick, polyester based, non-stripped, black image appearing diazo film. Each duplicate must be cut, collated and inserted into an acid free protective envelope, maintaining a sequential order.

C.2.3 The Contractor shall duplicate 76 sets of 675 24X microfiche. NUREG-0540 24X microfiche has 98 useable frames per fiche. Duplicate microfiche shall be reproduced onto .005 mil. thick, polyester based, non-stripped, black image appearing diazo film. Each duplicate must be cut, collated and inserted into an acid free protective envelope, maintaining a volume and number order.

C.2.4 The duplicated NUDOCS microfiche shall be assembled into 70 individual sets, maintaining their sequential order. Each set shall be placed into microfiche boxes. Each box shall be labeled with the contents and then numbered according to the final number of boxes required for each individual set (i.e., 1 of 7).

C.2.5 The duplicated NUREG-0540 microfiche shall be assembled into 76 individual sets, maintaining their volume and number order. Each set shall be placed into microfiche boxes and shall be labeled with the contents and then numbered according to the final number of

boxes required for each individual set (i.e., 1 of 2).

C.2.6 One set of the duplicated NUDOCS microfiche and one set of the NUREG-0540 microfiche shall be packaged together in shipping boxes and numbered according to the final number of boxes required for each individual set (i.e., 1 of 6, 2 of 6, etc.). The sets shall then be mailed to each addressee, in accordance with the LPDR mailing list (see Attachment J - List of Attachments.) This same attachment should be considered when calculating shipping costs as part of the unit price determinations required in Section B - SCHEDULE OF PRICES. Any extra sets shall be returned to the NRC Project Officer.

C.2.7 All duplicated microfiche shall be free of scratches, holes, tears, finger marks, dirt, dust, or any other defect that might adversely affect the quality of reproductions made from the microfiche.

C.2.8 The Contractor shall maintain all 70 duplicated sets of the NUDOCS microfiche and the 76 sets of the NUREG-0540 microfiche in the same sequential order as the original sets.

C.2.9 The Contractor shall return the original set of NUDOCS microfiche and NUREG-0540 microfiche to the NRC Project Officer or Technical Representative when the job is completed. All microfiche returned to NRC shall be in the same condition and sequential order as received.

C.2.10 As each 10,000 NRC-provided microfiche are duplicated, the Contractor shall notify the NRC Project Officer or Technical Representative. NRC will then randomly select one set of duplicated microfiche to take back to NRC and perform a quality control check. If any errors are detected, such as poor quality or microfiche out of sequential order, the defective microfiche will be rejected. The Contractor will be notified and all corrections shall be completed in all sets of duplicated microfiche by the next random check. All random quality control checks performed by NRC will be on cumulative sets of microfiche. NRC will conduct the quality control check within 5 working days of receipt of the microfiche.

C.2.11 The quality of the duplicated microfiche shall be no less than the quality of the microfiche originally provided by NRC.

C.3 INSPECTION

The NRC Project Officer and/or Technical Representative may make periodic site visits to the Contractor's facility to view daily operations. Such visits will be arranged with the Contractor's Technical Representative at least 24 hours prior to the visit.

C.4 TRAVEL

NRC anticipates that the Contractor will make 5 trips to NRC in Bethesda, Maryland. The Contractor shall not charge separately for any local travel for pick-up and delivery of microfiche.

(End of Clause)

SECTION D - PACKAGING AND MARKING

D.1 PACKAGING AND MARKING (MAR 1987)

The Contractor shall package material for shipment to the NRC in such a manner that will ensure acceptance by common carrier and safe delivery at destination. Containers and closures shall comply with the Interstate Commerce Commission Regulations, Uniform Freight Classification Rules, or regulations of other carriers as applicable to the mode of transportation. On the front of the package, the Contractor shall clearly identify the contract number under which the product is being provided.

(End of Clause)

SECTION E - INSPECTION AND ACCEPTANCE

E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.246-4	APR 1984	INSPECTION OF SERVICES -- FIXED-PRICE

SECTION F - DELIVERIES OR PERFORMANCE

F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.212-13	AUG 1989	STOP-WORK ORDER
52.212-10	SEP 1989	DELIVERY OF EXCESS QUANTITIES
52.247-34	APR 1984	F.O.B. DESTINATION
52-247-54	MAR 1989	DIVERSION OF SHIPMENT UNDER F.O.B. DESTINATION CONTRACTS

F.2 DURATION OF CONTRACT PERIOD (MAR 1987)

This contract shall commence on the effective date of this contract and will expire six months thereafter.

(End of Clause)

F.3 TIME OF DELIVERY (FAR 52.212-1) (APR 1984)

The Government requires delivery to be made according to the following schedule:

ITEM	MICROFICHE QUANTITY	REQUIRED DELIVERY SCHEDULE WITHIN DAYS AFTER EFFECTIVE DATE OF CONTRACT
1. Duplicated microfiche from first 10,000 NRC original microfiche	750,000	80 days
2. Duplicated microfiche from second 10,000 NRC original microfiche	750,000*	100 days
3. Duplicated microfiche from third 10,000 NRC original microfiche	750,000*	120 days
4. Duplicated microfiche from fourth 10,000 NRC	750,000*	140 days

- original microfiche
- | | | |
|--|-----------|----------|
| 5. Duplicated microfiche
from remainder of NRC
original microfiche | 280,400** | 150 days |
| 6. Corrections of any errors
found in NRC quality control
check of Item 5 above. | | 165 days |
| 7. Mail duplicated microfiche
to LPDR libraries | | 175 days |
| 8. Return original microfiche
and extra sets of duplicated
microfiche to NRC Project Officer | | 182 days |

*Includes corrections of any errors found in previous NRC quality control check.

**Estimated number to include errors corrected in previous NRC quality control check.

(End of Clause)

F.4 PLACE OF DELIVERY

a. One set of each NUDOCS 48X Microfiche and NUREG 24X Microfiche shall be delivered, with all charges paid by the Contractor, to the addresses specified in the attached LPDR Mailing List (See Section J - List of Attachments.)

b. Remaining sets of NUDOCS 48X Microfiche and NUREG 24X Microfiche shall be delivered, with all charges paid by the Contractor, to the NRC Project Officer. See Section G.1 for the NRC Project Officer's address.

(End of Clause)

SECTION G - CONTRACT ADMINISTRATION DATAG.1 PROJECT OFFICER AUTHORITY (MAR 1987)
ALTERNATE II (MAR 1987)

a. The Contracting Officer's authorized representative hereinafter referred to as the Project Officer for this contract is:

Name: Jona Souder

Address: U.S. Nuclear Regulatory Commission
Div. of Freedom of Information and
Publications Services
Office of Administration
Mail Stop: P-378
Washington, DC 20555

Telephone Number: (301) 492-4344

b. The Project Officer is responsible for:

- 1) Monitoring Contractor performance and recommending to the Contracting Officer changes in requirements.
- 2) Inspecting and accepting products/services provided under the contract.
- 3) Reviewing all Contractor invoices/vouchers requesting payment for products/services provided under the contract and making recommendations for approval, disapproval, or suspension.

c. The Project Officer is not authorized to make changes to the express terms and conditions of this contract.

(End of Clause)

G.2 REMITTANCE ADDRESS (MAR 1987)

If item 15C. of the Standard Form 33 has been checked, enter the remittance address below.

Name: Maryland National Bank

Address: 100 South Charles Street

Baltimore, MD 21201

Attn: Secure Lending, MS 250509

G.3 PARTIAL PAYMENTS

a. Four payments in the amount of \$48,623.50 each will be made to the Contractor after the NRC Project Officer's receipt and acceptance of the following items:

1. Duplicated microfiche from the first 10,000 NRC original microfiche.
2. Duplicated microfiche from the second 10,000 NRC original microfiche.
3. Duplicated microfiche from the third 10,000 NRC original microfiche.
4. Duplicated microfiche from the fourth 10,000 NRC original microfiche.

b. Final payment in the amount of \$48,623.52 will be made to the Contractor after mailing the duplicated microfiche to LPDR libraries and after the NRC Project Officer's receipt and acceptance of original microfiche and extra sets of duplicated microfiche.

c. All Contractor invoices shall identify the contract number and the completed item for which payment is claimed.

d. All other terms and conditions of the Billing Instructions, which are attached in Section J of this contract, apply.

(End of Clause)

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 PRIVATE USE OF CONTRACT INFORMATION AND DATA (JUNE 1988)

Except as specifically authorized by this contract, or as otherwise approved by the Contracting Officer, information and other data developed or acquired by or furnished to the Contractor in the performance of this contract shall be used only in connection with the work under this contract.

(End of Clause)

H.2 CONTRACTOR ORGANIZATIONAL CONFLICTS OF INTEREST

(a) Purpose. The primary purpose of this clause is to aid in ensuring that the contractor: (1) is not placed in a conflicting role because of current or planned interests (financial, contractual, organizational, or otherwise) which relate to the work under this contract, and (2) does not obtain an unfair competitive advantage over other parties by virtue of its performance of this contract.

(b) Scope. The restrictions described apply to performance or participation by the contractor as defined in 41 CFR §20-1.5402(f) in the activities covered by this clause.

(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 under this contract abide by the provision of this clause. If the contractor has reason to believe with respect to itself or any employee that any proposed consultant or other contractual arrangement with any firm or organization may involve a potential conflict of interest, the contractor shall obtain the written approval of the contracting officer 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 must include a description of the action which the contractor has taken or proposes to take to avoid or mitigate such conflicts. The NRC may, however, terminate the contract if termination is in the best interest of the Government.

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

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

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

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

(2) In addition, the contractor agrees that, to the extent it receives or is given access to proprietary data, data protected by the Privacy Act of 1974 (Pub. L. 93-579), or other confidential or privileged technical, business, or financial information under this contract, the contractor shall treat the information in accordance with restrictions placed on use of the information.

(3) 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 clause, including this paragraph, in subcontracts of any tier. The terms "contract," "contractor," and "contracting officer," must be appropriately modified to preserve the Government's rights.

(g) Remedies. For breach of any of the above restrictions, or for intentional nondisclosure or misrepresentation of any relevant interest required to be disclosed concerning this

contract or for such erroneous representations that necessarily imply bad faith, the Government may terminate the contract for default, disqualify the contractor from subsequent contractual efforts, and pursue other remedies permitted by law or this contract.

(h) Waiver. A request for waiver under this clause must be directed in writing through the contracting officer to the Executive Director for Operations (EDO) in accordance with the procedures outlined in 41 CFR §20-1.5411.

(End of Clause)

H.3 GOVERNMENT FURNISHED EQUIPMENT/PROPERTY - NONE PROVIDED
(JUNE 1988)

The Government will not provide any equipment/property under this contract.

(End of Clause)

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

I.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.202-1	APR 1984	DEFINITIONS
52.203-1	APR 1984	OFFICIALS NOT TO BENEFIT
52.203-3	APR 1984	GRATUITIES
52.203-5	APR 1984	COVENANT AGAINST CONTINGENT FEES
52.203-6	JUL 1985	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
52.203-7	OCT 1988	ANTI-KICKBACK PROCEDURES
52.209-6	MAY 1989	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
52.215-1	APR 1984	EXAMINATION OF RECORDS BY COMPTROLLER GENERAL
52.215-2	APR 1988	AUDIT -- NEGOTIATION
52.215-33	JAN 1986	ORDER OF PRECEDENCE
52.219-8	FEB 1990	UTILIZATION OF SMALL BUSINESS CONCERNS AND SMALL DISADVANTAGED BUSINESS CONCERNS
52.219-13	AUG 1986	UTILIZATION OF WOMEN-OWNED SMALL BUSINESSES
52.220-3	APR 1984	UTILIZATION OF LABOR SURPLUS AREA CONCERNS
52.222-3	APR 1984	CONVICT LABOR
52.222-26	APR 1984	EQUAL OPPORTUNITY
52.222-35	APR 1984	AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS
52.222-36	APR 1984	AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS
52.222-37	JAN 1988	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA
52.223-2	APR 1984	CLEAN AIR AND WATER
52.225-13	MAY 1989	RESTRICTIONS ON CONTRACTING WITH SANCTIONED PERSONS

52.227-1	APR 1984	AUTHORIZATION AND CONSENT
52.227-2	APR 1984	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
52.227-3	APR 1984	PATENT INDEMNITY
52.229-4	APR 1984	FEDERAL, STATE AND LOCAL TAXES (NONCOMPETITIVE CONTRACT)
52.229-5	APR 1984	TAXES -- CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO
52.232-1	APR 1984	PAYMENTS
52.232-8	APR 1989	DISCOUNTS FOR PROMPT PAYMENT
52.232-11	APR 1984	EXTRAS
52.232-23	JAN 1986	ASSIGNMENT OF CLAIMS
52.233-1	APR 1984	DISCOUNTS ALTERNATE I (APR 1984)
52.233-3	AUG 1989	PROTEST AFTER AWARD
52.243-1	AUG 1987	CHANGES -- FIXED PRICE ALTERNATE I (APR 1984)
52.244-5	APR 1984	COMPETITION IN SUBCONTRACTING
52.245-2	DEC 1989	GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS)
52.245-4	APR 1984	GOVERNMENT-FURNISHED PROPERTY (SHORT FORM)
52.249-4	APR 1984	TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM)
52.249-8	APR 1984	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)
52.215-22	APR 1988	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA
52.215-24	APR 1985	SUBCONTRACTOR COST OR PRICING DATA
52.203-12	JAN 1990	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS

I.2 CERTIFICATION OF COMMERCIAL PRICING (FAR 52.215-32)
(JUN 1985)

(a) The Offeror/Contractor shall execute and submit to the Contracting Officer the following certificate with any offer/proposal as required by section 15.813-2 of the Federal Acquisition Regulation (FAR) or as requested by the Contracting Officer:

Certificate of Commercial Pricing

(1) Unless justified in (2) below, by submission of this offer/proposal, the Offeror/Contractor certifies that the prices offered for those items of supply (whether or not separately identified) that the Contractor offers for sale to the public are no higher than any lower price charged to any other customer, including any governmental instrumentality, during the preceding 60 days.

(2) All items for which prices offered are higher than any lower price charged to any other customer during the preceding 60 days are identified below (including the amount(s) by which such

offered prices are higher) and a written justification for the differences is attached.

Items	Price Differences

(List as necessary)

Offer/Proposal No. _____
 Firm _____
 Name _____
 Title _____
 Date _____

(End of Certificate)

(b) The Contracting Officer or representatives of the Contracting Officer who are employees of the Government shall have the right to examine and audit all books, records, documents, and other data of the Contractor related to the pricing of the commercial items covered by this offer/proposal. The contractor shall make these books, records, documents, and other data available for examination, audit, or reproduction until three years after final payment under this contract.

(c) If any price, including profit or fee negotiated in connection with this contract, or any cost reimbursable under this contract has increased because the certification in paragraph (1) of the Certificate or the information provided as justification in paragraph (2) of the Certificate was inaccurate, incomplete, or misleading, the price or cost shall be reduced accordingly and the contract shall be reduced accordingly and the contract shall be modified to reflect the reduction.

(End of Clause)

I.3 SPECIAL 8(A) CONTRACT CONDITIONS
 (FAR 52.219-11) (APR 1984)

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

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

U.S.C. 637(a)).

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

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

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

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

(End of Clause)

I.4 LIMITATIONS ON SUBCONTRACTING
(FAR 52.219-14) (OCT 1987)

By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for--

(a) SERVICES (EXCEPT CONSTRUCTION). At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.

(b) SUPPLIES (OTHER THAN PROCUREMENT FROM A REGULAR DEALER IN SUCH SUPPLIES). The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.

(c) GENERAL CONSTRUCTION. The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.

(d) CONSTRUCTION BY SPECIAL TRADE CONTRACTORS. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

(End of Clause)

I.5 DRUG-FREE WORKPLACE (FAR 52.223-6) (JUL 1990)

(a) Definitions. As used in this clause, "Controlled Substances" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11-1308.15.

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

"Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

(b) The Contractor, if other than an individual, shall--within 30 calendar days after award (unless a longer period is agreed to in writing for contracts of 30 calendar days or more performance duration); or as soon as possible for contracts of less than 30 calendar days performance duration--

(1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establish an ongoing drug-free awareness program to inform such employees about-

(i) The dangers of drug abuse in the workplace;

(ii) The contractor's policy of maintaining a drug-free workplace;

(iii) Any available drug counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees for

drug abuse violations occurring in the workplace.

(3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this clause;

(4) Notify such employees in writing in the statement required by subparagraph (b)(1) of this clause, that as a condition of continued employment on th's contract, the employee will-

(i) Abide by the terms of the statement; and

(ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction;

(5) Notify the Contracting Officer in writing within 10 calendar days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;

(6) Within 30 days after receiving notice under subparagraph (b)(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

(i) Taking appropriate personnel action against such employee, up to and including termination; or

(ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

(7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(1) through (b)(6) of this clause.

(c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the performance of this contract.

(d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (b) or (c) of this clause may, pursuant to FAR 23.506, render the Contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

(End of Clause)

I.6 PROMPT PAYMENT (FAR 52.232-25) (APR 1989)

Notwithstanding any other payment clause in this contract, the Government will make invoice payments and contract financing payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or an electronic funds transfer is made. Definitions of pertinent terms are set forth in 32.902. All days referred to in this clause are calendar days, unless otherwise specified. The term "foreign vendor" means an incorporated concern not incorporated in the United States, or unincorporated concern having its principal place of business outside the United States.

(a) Invoice Payments.

(1) For purposes of this clause, "invoice payment" means a Government disbursement of monies to a Contractor under a contract or other authorization for supplies or services accepted by the Government. This includes payments for partial deliveries that have been accepted by the Government and final cost or fee payments where amounts owed have been settled between the Government and the Contractor.

(2) Except as indicated in subparagraph (a)(3) and paragraph (c) of this clause, the due date for making invoice payments by the designated payment office shall be the later of the following two events:

(i) The 30th day after the designated billing office has received a proper invoice from the Contractor.

(ii) The 30th day after Government acceptance of supplies delivered or services performed by the Contractor. On a final invoice where the payment amount is subject to contract settlement actions, acceptance shall be deemed to have occurred on the effective date of the contract settlement. However, if the designated billing office fails to annotate the invoice with the actual date of receipt, the invoice payment due date shall be deemed to be the 30th day after the date the Contractor's invoice is dated, provided a proper invoice is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(3) The due date on contracts for meat and meat food products, contracts for perishable agricultural commodities, contracts for dairy products, edible fats or oils, and food products prepared from edible fats or oils, and contracts not requiring submission of an invoice shall be as follows:

(i) The due date for meat and meat food products, as defined in section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182(3)) and further defined in Pub. L. 98-181 to include any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, will be as close as possible to, but not later than, the 7th day after product

delivery.

(ii) The due date for perishable agricultural commodities, as defined in Section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a(4)), will be as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.

(iii) The due date for dairy products, as defined in Section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C. 4502(e)), edible fats or oils, will be as close as possible to, but not later than, the 10th day after the date on which a proper invoice has been received.

(4) An invoice is the Contractor's bill or written request for payment under the contract for supplies delivered or services performed. An invoice shall be prepared and submitted to the designated billing office specified in the contract. A proper invoice must include the items listed in subdivisions (a)(4)(i) through (a)(4)(viii) of the clause. If the invoice does not comply with these requirements, then the contractor will be notified of the defect within 7 days after receipt of the invoice at the designated billing office (3 days for meat and meat food products and 5 days for perishable agricultural commodities, edible fats or oils, and food products prepared from edible fats or oils). Untimely notification will be taken into account in the computation of any interest penalty owed the Contractor in the manner described in subparagraph (a)(6) of this clause.

(i) Name and address of the Contractor.

(ii) Invoice date.

(iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(v) Shipping and payment terms (e.g., shipment number and date of shipment, prompt payment discount terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number and mailing address of person to be notified in event of a defective invoice.

(viii) Any other information or documentation required by other requirements of the contract (such as evidence of shipment).

(5) An interest penalty shall be paid automatically by the Government, without request from the Contractor, if payment is not made by the due date and the conditions listed in subdivisions (a)(5)(i) through (a)(5)(iii) of this clause are met, if applicable. An interest penalty shall not be paid on contracts awarded to foreign vendors outside the United States for work performed outside the United States.

(i) A proper invoice was received by the designated billing office.

(ii) A receiving report or other Government documentation authorizing payment was processed and there was no disagreement over quantity, quality, or contractor compliance with any contract term or condition.

(iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(6) The interest penalty shall be at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date, except where the interest penalty is prescribed by other governmental authority. This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the Federal Register semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the invoice payment amount approved by the Government and be compounded in 30-day increments inclusive from the first day after the due date through the payment date. That is, interest accrued at the end of any 30-day period will be added to the approved invoice payment amount and be subject to interest penalties if not paid in the succeeding 30-day period. If the designated billing office failed to notify the contractor of a defective invoice within the periods prescribed in subparagraph (a)(4) of this clause, then the due date on the corrected invoice will be adjusted by subtracting the number of days taken beyond the prescribed notification of defects period. Any interest penalty owed the Contractor will be based on this adjusted due date. Adjustments will be made by the designated payment office for errors in calculating interest penalties, if requested by the Contractor.

(i) For the sole purpose of computing an interest penalty that might be due the contractor, Government acceptance shall be deemed to have occurred constructively on the 7th day after the contractor delivered the supplies or performed the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or contractor compliance with a contract provision. In the event that actual acceptance occurs within the constructive acceptance period, the determination of an interest penalty shall be based on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or

services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The following periods of time will not be included in the determination of an interest penalty:

(A) The period taken to notify the contractor of defects in invoices submitted to the Government, but this may not exceed 7 days (3 days for meat and meat food products and 5 days for perishable agricultural commodities, dairy products, edible fat or oils, and food products prepared from edible fats or oils).

(B) The period between the defects notice and resubmission of the corrected invoice by the Contractor.

(iii) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at 52.233-1, Disputes, or for more than 1 year. Interest penalties of less than \$1.00 need not be paid.

(iv) Interest penalties are not required on payment delays due to disagreement between the Government and Contractor over the payment amount or other issues involving contract compliance or on amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the clause at 52.233-1, Disputes.

(7) An interest penalty shall also be paid automatically by the designated payment office, without request from the contractor, if a discount for prompt payment is taken improperly. The interest penalty will be calculated as described in subparagraph (a)(6) of this clause on the amount of discount taken for the period beginning with the first day after the end of the discount period through the date when the Contractor is paid.

(8) If this contract was awarded on or after October 1, 1989, a penalty amount, calculated in accordance with regulations issued by the Office of Management and Budget, shall be paid in addition to the interest penalty amount if the contractor:

(i) Is owed an interest penalty;

(ii) Is not paid the interest penalty within 10 days after the date the invoice amount is paid; and

(iii) Makes a written demand, not later than 40 days after the date the invoice amount is paid, that the agency pay such a penalty.

(b) Contract Financing Payments.

(1) For purposes of this clause, "contract financing payment" means a Government disbursement of monies to a Contractor under a contract clause or other authorization prior to acceptance of

supplies or services by the Government. Contract financing payments include advance payments, progress payments based on cost under the clause at 52.232-16, Progress Payments, progress payments based on a percentage or stage of completion (32.102(e)(1)) other than those made under the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts, or the clause at 52.232-10, Payments Under Fixed-Price Architect-Engineer Contracts, and interim payments on cost type contracts.

(2) For contracts that provide for contract financing, requests for payment shall be submitted to the designated billing office as specified in this contract or as directed by the Contracting Officer. Contract financing payments shall be made on the 30th day after receipt of a proper contract financing request by the designated billing office. In the event that an audit or other review of a specific financing request is required to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the due date specified.

(3) For advance payments, loans, or other arrangements that do not involve recurrent submissions of contract financing requests, payment shall be made in accordance with the corresponding contract terms or as directed by the Contracting Officer.

(4) Contract financing payments shall not be assessed an interest penalty for payment delays.

(c) If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

(End of Clause)

I.7 ELECTRONIC FUNDS TRANSFER PAYMENT METHODS (FAR 52.232-28) (APR 1989)

Payments under this contract will be made by the Government either by check or electronic funds transfer (through the Treasury Fedline Payment System (FEDLINE) or the Automated Clearing House (ACH), at the option of the Government. After award, but no later than 14 days before an invoice or contract financing request is submitted, the Contractor shall designate a financial institution for receipt of electronic funds transfer payment, and shall submit this designation to the Contracting Officer or other Government Official, as directed.

(a) For payment through FEDLINE, the Contractor shall provide the following information:

(1) Name, address, and telegraphic abbreviation of the financial institution receiving payment.

(2) The American Bankers Association 9-digit identifying number

for wire transfers of the financing institution receiving payment if the institution has access to the Federal Reserve Communications System.

(3) Payee's account number at the financial institution where funds are to be transferred.

(4) If the financial institution does not have access to the Federal Reserve Communications System, name, address, and telegraphic abbreviation of the correspondent financial institution through which the financial institution receiving payment obtains wire transfer activity. Provide the telegraphic abbreviation and the American Bankers Association identifying number for the correspondent institution.

(b) For payment through ACH, the Contractor shall provide the following information:

(1) Routing transit number of the financial institution receiving payment (same as American Bankers Association identifying number used for FEDLINE).

(2) Number of account to which funds are to be deposited.

(3) Type of depositor account ("C" for checking, "S" for savings).

(4) If the Contractor is a new enrollee to the ACH system, a "Payment Information Form," SF 3881, must be completed before payment can be processed.

(c) In the event the Contractor, during the performance of this contract, elects to designate a different financial institution for the receipt of any payment made using electronic funds transfer procedures, notification of such change and the required information specified above must be received by the appropriate Government official 30 days prior to the date such change is to become effective.

(d) The documents furnishing the information required in this clause must be dated and contain the signature, title, and telephone number of the Contractor official authorized to provide it, as well as the Contractor's name and contract number.

(e) Contractor failure to properly designate a financial institution or to provide appropriate payee bank account information may delay payment of amounts otherwise properly due.

(End of Clause)

I.8 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (JUN 1988)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon

request, the Contracting Officer will make their full text available.

(End of Clause)

PART III - LIST OF DOCUMENTS, EXHIBITS
AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

J.1 ATTACHMENTS (MAR 1987)

<u>Attachment Number</u>	<u>Title</u>
1	Billing Instructions
2	NRC Contractor Organizational Conflicts of Interest (41 CFR Part 20)
3	LPDR Mailing List

REVISED 8/89

BILLING INSTRUCTIONS FOR
FIXED PRICE CONTRACTS

General: The contractor shall prepare vouchers or invoices as prescribed herein. FAILURE TO SUBMIT VOUCHERS/INVOICES IN ACCORDANCE WITH THESE INSTRUCTIONS WILL RESULT IN REJECTION OF THE VOUCHER/INVOICE AS IMPROPER.

Form: Claims shall be submitted on the payee's letterhead, voucher/invoice, or on the Government's Standard Form 1034, "Public Voucher for Purchases and Services Other than Personal," and Standard Form 1035, "Public Voucher for Purchases Other than Personal--Continuation Sheet." These forms are available from the U. S. Government Printing Office, 701 North Capitol Street, Washington, D.C. 20801.

Number of Copies: An original and three copies shall be submitted. Failure to submit all the required copies will result in rejection of the voucher/invoice as improper.

Designated Agency Billing Office: Vouchers/invoices shall be submitted to the following address:

U. S. Nuclear Regulatory Commission
Division of Contracts and Property Management
Contract Administration Branch, Mailstop P-902
Washington, D.C. 20555

HAND-DELIVERY OF VOUCHERS/INVOICES IS DISCOURAGED AND WILL NOT EXPEDITE PROCESSING BY NRC. However, should you choose to deliver vouchers/invoices by hand, including delivery by any express mail services or special delivery services which use a courier or other person to deliver the voucher/invoice in person to the NRC, such vouchers/invoices must be addressed to the above Designated Agency Billing Office and will only be accepted at the following location:

U. S. Nuclear Regulatory Commission
One White Flint North
11555 Rockville Pike
Mail Room
Rockville, Maryland 20852

HAND-CARRIED SUBMISSIONS WILL NOT BE ACCEPTED AT OTHER THAN THE ABOVE ADDRESS.

Note that the official receipt date for hand-delivered vouchers/invoices will be the date it is received by the official agency billing office in the Division of Contracts and Property Management.

Agency Payment Office: Payment will continue to be made by the office designated in the contract in Block 12 of SF 26 or Block 25 of SF 33, whichever is applicable.

Frequency: The contractor shall submit an voucher or invoice only after NRC's final acceptance of services rendered or products delivered in performance of the contract unless otherwise specified in the contract.

Preparation and Itemization of the Voucher/Invoice: The voucher/invoice shall be prepared in ink or by typewriter (without strikeovers). Corrections or erasures must be initialed. To be considered a proper voucher/invoice, all of the following elements must be included:

1. Contract number
2. Sequential voucher/invoice number.
3. Date of voucher/invoice.
4. Project Officer's name and mailstop as designated in the contract.
5. Payee's name and address. (Show the name of the contractor and its correct address. In addition, when an assignment of funds has been made by the contractor, or a different payee has been designated, include the name and address of the payee.) Indicate the name and telephone number of the individual responsible for answering questions the NRC may have regarding the voucher/invoice.
6. Description of articles or services, quantity, unit price, and total amount.
7. weight and zone of shipment, if shipped by parcel post.
8. Charges for freight or express shipments. Attach prepaid bill if shipped by freight or express.
9. Instructions to consignee to notify the Contracting Officer of receipt of shipment.
10. For Indefinite Delivery contracts or contracts under which progress payments are authorized, the final voucher/invoice shall be marked "FINAL VOUCHER" or "FINAL INVOICE."

Currency: Billings may be expressed in the currency normally used by the contractor in maintaining his accounting records and payments will be made in that currency. However, the U. S. dollar equivalent for all vouchers/invoices paid under the contract may not exceed the total U. S. dollars authorized in the contract.

Supersession: These instructions supersede any previous billing instructions.

PART 20-1 -- GENERAL

Subpart 20-1.54--Contractor Organizational Conflicts of Interest

Sec.	Scope and policy.
20-1.5401	Definitions.
20-1.5402	Criteria for recognizing contractor organizational
20-1.5403	conflicts of interest.
20-1.5404	Representation.
20-1.5405	Contract clauses.
20-1.5405-1	General contract clause.
20-1.5405-2	Special contract provisions.
20-1.5406	Evaluation, findings, and contract award.
20-1.5407	Conflicts identified after award.
20-1.5408	(Reserved)
20-1.5409	(Reserved)
20-1.5410	Subcontractors.
20-1.5411	Waiver.
20-1.5412	Remedies.

AUTHORITY: Sec. 8, Pub. L. 95-601, adding Sec. 170A to Pub. L. 83-703, 68 Stat. 919, as amended (42 U.S.C. ch. 14)

20-1.5401 Scope and Policy

(a) It is the policy of the U.S. Nuclear Regulatory Commission (NRC) to avoid, eliminate or neutralize contractor organizational conflicts of interest. The NRC achieves this objective by requiring all prospective contractors to submit information describing relationships, if any, with organizations or persons (including those regulated by NRC) which may give rise to actual or potential conflicts of interest in the event of contract award.

(b) Contractor conflict of interest determinations cannot be made automatically or routinely; the application of sound judgment on virtually a case-by-case basis is necessary if the policy is to be applied so as to satisfy the overall public interest. It is not possible to prescribe in advance a specific method or set of criteria which would serve to identify and resolve all of the contractor conflict of interest situations which might arise; however, examples are provided in these regulations to guide application of the policy. NRC contracting and program officials must be alert to other situations which may warrant application of this policy guidance. The ultimate test is: Might the contractor, if awarded the contract, be placed in a position where its judgment may be biased, or where it may have an unfair competitive advantage?

(c) The conflict of interest rule contained in this subpart applies to contractors and offerors only. Individuals or firms who have other relationships with NRC (e.g., parties to a licensing proceeding) are not covered by this regulation. This rule does not apply to the acquisition of consulting services through the personnel appointment process. NRC

agreements with other government agencies, international organizations, or state, local or foreign governments; separate procedures for avoiding conflicts of interest will be employed in such agreements, as appropriate.

20-1.5402 Definitions

- (a) "Organizational conflicts of interest" means that a relationship exists whereby a contractor or prospective contractor has present or planned interests related to the work to be performed under an NRC contract which: (1) May diminish its capacity to give impartial, technically sound, objective assistance and advice or may otherwise result in a biased work product, or (2) may result in its being given an unfair competitive advantage.
- (b) "Research" means any scientific or technical work involving theoretical analysis, exploration, or experimentation.
- (c) "Evaluation activities" means any effort involving the appraisal of a technology, process, product, or policy.
- (d) "Technical consulting and management support services" means internal assistance to a component of the NRC in the formulation or administration of its programs, projects, or policies which normally require the contractor to be given access to information which has not been made available to the public or proprietary information. Such services typically include assistance in the preparation of program plans; and preparation of preliminary designs, specifications, or statements of work.
- (e) "Contract" means any contract, agreement, or other arrangement with the NRC except as provided in Section 20-1.5401(c).
- (f) "Contractor" means any person, firm, unincorporated association, joint venture, co-sponsor, partnership, corporation, affiliates thereof, or their successors in interest, including their chief executives, directors, key personnel (identified in the contract), proposed consultants or subcontractors, which is a party to a contract with the NRC.
- (g) "Affiliates" means business concerns which are affiliates of each other when either directly or indirectly one concern or individual controls or has the power to control another, or when a third party controls or has the power to control both (41 CFR § 1-1.606-1(e)).
- (h) "Subcontractor" means any subcontractor of any tier which performs work under a contract with the NRC except subcontracts for supplies and subcontracts in amounts of \$10,000 or less.
- (i) "Prospective contractor" or "offeror" means any person, firm, unincorporated association, joint venture, partnership, corporation, or affiliates thereof, including its chief executive, directors, key personnel (identified in the proposal), proposed consultants, or subcontractors, submitting a bid or proposal, solicited or unsolicited, to the NRC to obtain a contract.

PART 20-1 -- GENERAL

Subpart 20-1.54--Contractor Organizational Conflicts of Interest

Sec.	
20-1.5401	Scope and policy.
20-1.5402	Definitions.
20-1.5403	Criteria for recognizing contractor organizational conflicts of interest.
20-1.5404	Representation.
20-1.5405	Contract clauses.
20-1.5405-1	General contract clause.
20-1.5405-2	Special contract provisions.
20-1.5406	Evaluation, findings, and contract award.
20-1.5407	Conflicts identified after award.
20-1.5408	(Reserved)
20-1.5409	(Reserved)
20-1.5410	Subcontractors.
20-1.5411	Waiver.
20-1.5412	Remedies.

AUTHORITY: Sec. 8, Pub. L. 95-601, adding Sec. 170A to Pub. L. 83-703, 68 Stat. 919, as amended (42 U.S.C. ch. 14)

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(a) "Organizational conflicts of interest" means that a relationship exists whereby a contractor or prospective contractor has present or planned interests related to the work to be performed under an NRC contract which: (1) May diminish its capacity to give impartial, technically sound, objective assistance and advice or may otherwise result in a biased work product, or (2) may result in its being given an unfair competitive advantage.

(b) "Research" means any scientific or technical work involving theoretical analysis, exploration, or experimentation.

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(d) "Technical consulting and management support services" means internal assistance to a component of the NRC in the formulation or administration of its programs, projects, or policies which normally require the contractor to be given access to information which has not been made available to the public or proprietary information. Such services typically include assistance in the preparation of program plans; and preparation of preliminary designs, specifications, or statements of work.

(e) "Contract" means any contract, agreement, or other arrangement with the NRC except as provided in Section 20-1.5401(c).

(f) "Contractor" means any person, firm, unincorporated association, joint venture, co-sponsor, partnership, corporation, affiliates thereof, or their successors in interest, including their chief executives, directors, key personnel (identified in the contract), proposed consultants or subcontractors, which is a party to a contract with the NRC.

(g) "Affiliates" means business concerns which are affiliates of each other when either directly or indirectly one concern or individual controls or has the power to control another, or when a third party controls or has the power to control both (41 CFR §1-1.606-1(e)).

(h) "Subcontractor" means any subcontractor of any tier which performs work under a contract with the NRC except subcontracts for supplies and subcontracts in amounts of \$10,000 or less.

(i) "Prospective contractor" or "offeror" means any person, firm, unincorporated association, joint venture, partnership, corporation, or affiliates thereof, including its chief executive, directors, key personnel (identified in the proposal), proposed consultants, or subcontractors, submitting a bid or proposal, solicited or unsolicited, to the NRC to obtain a contract.

(j) "Potential conflict of interest" means that a factual situation exists that suggests (indicates) that an actual conflict of interest may arise from award of a proposed contract. The term "potential conflict of interest" is used to signify those situations which merit investigation prior to contract award in order to ascertain whether award would give rise to an actual conflict or which must be reported to the contracting officer for investigation if they arise during contract performance.

120-1.5403 Criteria for recognizing contractor organizational conflicts of interest

(a) General. Two questions will be asked in determining whether actual or potential organizational conflicts of interest exist: (1) Are there conflicting roles which might bias a contractor's judgment in relation to its work for the NRC? (2) May the contractor be given an unfair competitive advantage based on the performance of the contract? The ultimate determination by NRC as to whether organizational conflicts of interest exist will be made in light of common sense and good business judgment based upon the relevant facts disclosed and the work to be performed. While it is difficult to identify and to prescribe in advance a specific method for avoiding all of the various situations or relationships which might involve potential organizational conflicts of interest, NRC personnel will pay particular attention to proposed contractual requirements which call for the rendering of advice, consultation or evaluation activities or similar activities that lay direct groundwork for the NRC's decisions on regulatory activities, future procurements, and research programs.

(b) Situations or relationships which may give rise to organizational conflicts of interest. (i) The offeror or contractor shall disclose information concerning relationships which may give rise to organizational conflicts of interest under the following circumstances:

(i) Where the offeror or contractor provides advice and recommendation to the NRC in a technical area in which it is also providing consulting assistance in the same area to any organization regulated by the NRC.

(ii) Where the offeror or contractor provides advice to the NRC on the same or similar matter in which it is also providing assistance to any organization regulated by the NRC.

(iii) Where the offeror or contractor evaluates its own products or services, or the products or services of another entity where the offeror or contractor has been substantially involved in their development or marketing.

(iv) Where the award of a contract would otherwise result in placing the offeror or contractor in a conflicting role in which its judgment may be biased in relation to its work for the NRC or may otherwise result in an unfair competitive advantage for the offeror or contractor.

(2) The contracting officer may request specific information from an offeror or contractor or may require special contract provisions such as provided in 120-1.5405-2 in the following circumstances:

(i) Where the offeror or contractor prepares specifications which are to be used in competitive procurements of products or services covered by such specifications.

(ii) Where the offeror or contractor prepares plans for specific approaches or methodologies that are to be incorporated into competitive procurements using such approaches or methodologies.

(iii) Where the offeror or contractor is granted access to information not available to the public concerning NRC plans, policies, or programs which could form the basis for a later procurement action.

(iv) Where the offeror or contractor is granted access to proprietary information of its competitors.

(v) Where the award of a contract might otherwise result in placing the offeror or contractor in a conflicting role in which its judgment may be biased in relation to its work for the NRC or may otherwise result in an unfair competitive advantage for the offeror or contractor.

(c) Policy application guidance. The following examples are illustrative only and are not intended to identify and resolve all contractor organizational conflict of interest situations. (1) Example. The XYZ Corp., in response to a request for proposal (RFP), proposes to undertake certain analyses of a reactor component as called for in the RFP. The XYZ Corp. is one of several companies considered to be technically well qualified. In response to the inquiry in the RFP, the XYZ Corp. advises that it is currently performing similar analyses for the reactor manufacturer.

Guidance. An NRC contract for that particular work normally would not be awarded to the XYZ Corp. because it would be placed in a position in which its judgment could be biased in relationship to its work for NRC. Since there are other well-qualified companies available, there would be no reason for considering a waiver of the policy.

(2) Example. The ABC Corp., in response to a RFP, proposes to perform certain analyses of a reactor component which are unique to one type of advanced reactor. As is the case with other technically qualified companies responding to the RFP, the ABC Corp. is performing various projects for several different utility clients. None of the ABC Corp. projects have any relationship to the work called for in the RFP. Based on the NRC evaluation, the ABC Corp. is considered to be the best qualified company to perform the work outlined in the RFP.

Guidance. An NRC contract normally could be awarded to the ABC Corp. because no conflict of interest exists which would motivate bias with respect to the work. An appropriate clause would be included in the contract to preclude the ABC Corp. from subsequently contracting for work during the performance of the NRC contract with the private sector which could create a conflict. For example, ABC Corp. would be precluded from the performance of similar work for the company developing the advanced reactor mentioned in the example.

(3) Example. As a result of operating problems in a certain type of commercial nuclear facility, it is imperative that NRC secure specific data on various operational aspects of that type of plant so as to assure adequate safety protection of the public. Only one manufacturer has extensive experience with that type of plant. Consequently, that company is the only one with whom NRC can contract which can develop and conduct the testing programs required to obtain the data in reasonable time. That company has a definite interest in any NRC decisions that might result from the data produced because those decisions affect the reactor's design and thus the company's costs.

Guidance. This situation would place the manufacturer in a role in which its judgment could be biased in relationship to its work for NRC. Since the nature of the work required is vitally important in terms of NRC's responsibilities and no reasonable alternative exists, a waiver of the policy may be warranted. Any such waiver shall be fully documented and coordinated in accordance with the waiver provisions of this policy with particular attention to the establishment of protective mechanisms to guard against bias.

(4) Example. The ABC Co. submits a proposal for a new system for evaluating a specific reactor component's performance for the purpose of developing standards that are important to the NRC program. The ABC Co. has advised NRC that it intends to sell the new system to industry once its practicability has been demonstrated. Other companies in this business are using older systems for evaluation of the specific reactor component.

Guidance. A contract could be awarded to the ABC Co. provided that the contract stipulates that no information produced under the contract will be used in the contractor's private activities unless such information has been reported to NRC. Information which is reported to NRC by contractor will normally be disseminated by NRC to others so as to preclude an unfair competitive advantage that might otherwise accrue. When NRC furnishes information to the contractor for the performance of contract work, it shall not be used in the contractor's private activities unless such information is generally available to others. Further, the contract will stipulate that the contractor will inform the NRC contracting officer of all situations in which the information developed under the contract is proposed to be used.

(5) Example. The AEC Corp., in response to a RFP proposes to assemble a map showing certain seismological features of the Appalachian fold belt. In accordance with the representation in the RFP and §20-1.5403(b)(1)(i), ABC Corp. informs the NRC that it is presently doing seismological studies for several utilities in the Eastern United States but none of the sites are within the geographic area contemplated by the NRC study.

Guidance. The contracting officer would normally conclude that award of a contract would not place ABC Corp. in a conflicting role where its judgment might be biased. The work for others clause of §20-1.5405-1(c) would preclude ABC Corp. from accepting work during the term of the NRC contract which could create a conflict of interest.

(d) Other considerations. (1) The fact that the NRC can identify and later avoid, eliminate, or neutralize any potential organizational conflicts arising from the performance of a contract is not relevant to a determination of the existence of such conflicts prior to the award of a contract.

(2) It is not relevant that the contractor has the professional reputation of being able to resist temptations which arise from organizational conflicts of interest, or that a follow-on procurement is not involved, or that a contract is awarded on a competitive or a sole source basis.

§20-1.5404 Representation

(a) The following procedures are designed to assist the NRC contracting officer in determining whether situations or relationships exist which may constitute organizational conflicts of interest with respect to a particular offeror or contractor.

(b) Representation procedure. The following organizational conflicts of interest representation provision shall be included in all solicitations and unsolicited proposals for: (1) Evaluation services or activities; (2) technical consulting and management support services; (3) research; and (4) other contractual situations where special organizational conflicts of interest provisions are noted in the solicitation and would be included in the resulting contract. This representation requirement shall also apply to all modifications for additional effort under the contract except those issued under the "changes" clause. Where, however, a statement of the type required by the organizational conflicts of interest representation provision has previously been submitted with regard to the contract being modified, only an updating of such statement shall be required.

ORGANIZATIONAL CONFLICTS OF INTEREST REPRESENTATION

I represent to the best of my knowledge and belief that:

The award to _____ of a contract or the modification of an existing contract does () or does not () involve situations or relationships of the type set forth in 41 CFR § 20-1.5403(b)(1).

(c) Instructions to offerors. The following shall be included in all NRC solicitations: (1) If the representation as completed indicates that situations or relationships of the type set forth in 41 CFR § 20-1.5403(b)(1) are involved, or the contracting officer otherwise determines that potential organizational conflicts exist, the offeror shall provide a statement in writing which describes in a concise manner all relevant facts bearing on his representation to the contracting officer. If the contracting officer determines that organizational conflicts exist, the following actions may be taken: (i) Impose appropriate conditions which avoid such conflicts, (ii) disqualify the offeror, or (iii) determine that it is otherwise in the best interest of the United States to seek award of the contract under the waiver provisions of § 20-1.5411.

(2) The refusal to provide the representation required by § 20-1.5404(b) or upon request of the contracting officer the facts required by § 20-1.5404(c), shall result in disqualification of the offeror for award. The nondisclosure or misrepresentation of any relevant interest may also result in the disqualification of the offeror for award; or if such nondisclosure or misrepresentation is discovered after award, the resulting contract may be terminated. The offeror may also be disqualified from subsequent related NRC contracts and be subject to such other remedial actions provided by law or the resulting contract.

(d) The offeror may, because of actual or potential organizational conflicts of interest, propose to exclude specific kinds of work from the statements of work contained in a RFP unless the RFP specifically prohibits such exclusion. Any such proposed exclusion by an offeror will be considered by the NRC in the evaluation of proposals. If the NRC considers the proposed excluded work to be an essential or integral part of the required work and its exclusion would work to the detriment of the competitive posture of the other offerors, the proposal must be rejected as unacceptable.

(e) The offeror's failure to execute the representation required by subsection (b) above with respect to invitation for bids will be considered to be a minor informality, and the offeror will be permitted to correct the omission.

§ 20-1.5405 Contract clauses

§ 20-1.5405-1 General contract clause

All contracts of the types set forth in § 20-1.5404(b) shall include the following clauses:

(a) Purpose. The primary purpose of this clause is to aid in ensuring that the contractor: (1) is not placed in a conflicting role because of current or planned interest (financial, contractual, organization or otherwise) which relate to the work under this contract, and (2) does not obtain an unfair competitive advantage over other parties by virtue of its performance of this contract.

(b) Scope. The restrictions described 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 clause.

(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 clause. 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: (1) 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.

(3) 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 clause, including this paragraph, in subcontracts of any tier. The terms "contract," "contractor," and "contracting officer," shall be appropriately modified to preserve the government's right

(g) Remedies. In the event of 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.

§20-1.5405-2 Special contract provisions.

(a) If it is determined from the nature of the proposed contract that organizational conflicts of interest exist, the contracting officer may determine that such conflict can be avoided or after obtaining a waiver in accordance with §20-1.5411, neutralized through the use of an appropriate special contract provision. If appropriate, the offeror may negotiate the terms and conditions of these clauses, including the extent and time period of any such restriction. These provisions include but are not limited to:

(1) Hardware exclusion clauses which prohibit the acceptance of production contracts following a related nonproduction contract previously performed by the contractor;

(2) Software exclusion clauses;

(3) Clauses which require the contractor (and certain of his key personnel) to avoid certain organizational conflicts of interest; and

(4) Clauses which provide for protection of confidential data and guard against its unauthorized use.

(b) The following additional contract clause may be included as section (1) in the clause set forth in § 20-1.5405-1 when it is determined that award of a follow-on contract would constitute an organizational conflict of interest.

(1) Follow-on effort. (1) The contractor shall be ineligible to participate in NRC contracts, subcontracts, or proposals therefor (solicited or unsolicited) which stem directly from the contractor's performance of work under this contract. Furthermore, unless so directed in writing by the contracting officer, the contractor shall not perform any technical consulting or management support services work or evaluation activities under this contract on any of its products or services or the products or services of another firm if the contractor has been substantially involved in the development or marketing of such products or services.

(2) If the contractor under this contract prepares a complete or essentially complete statement of work or specifications, the contractor shall be ineligible to perform or participate in the initial contractual effort which is based on such statement of work or specifications. The contractor shall not incorporate its products or services in such statement of work or specifications unless so directed in writing by the contracting officer, in which case the restriction in this subparagraph shall not apply.

(3) Nothing in this paragraph shall preclude the contractor from offering or selling its standard commercial items to the government.

§ 20-1.5406 Evaluation, findings, and contract award

The contracting officer will evaluate all relevant facts submitted by an offeror pursuant to the representation requirements of § 20-1.5404(b) and other relevant information. After evaluating this information against the criteria of § 20-1.5403, a finding will be made by the contracting officer whether organizational conflicts of interest exist with respect to a particular offeror. If it has been determined that conflicts of interest exist, then the contracting officer shall either:

(a) Disqualify the offeror from award,

(b) Avoid or eliminate such conflicts by appropriate measures; or

(c) Award the contract under the waiver provision of §20-1.5411.

§20-1.5407 Conflicts identified after award.

If potential organizational conflicts of interest are identified after award with respect to a particular contractor, the contracting officer determines that such conflicts do, in fact, exist and that it would not be in the best interests of the government to terminate the contract as provided in the clauses required by §20-1.5405, the contracting officer will take every reasonable action to avoid, eliminate, or, after obtaining a waiver in accordance with §20-1.5411, neutralize the effects of the identified conflict.

§20-1.5408 (Reserved)

§20-1.5409 (Reserved)

§20-1.5410 Subcontracts

The contracting officer shall require offerors and contractors to submit a representation statement in accordance with §20-1.5404(b) from subcontractors and consultants. The contracting officer shall require the contractor to include contract clauses in accordance with §20-1.5405 in consultant agreements or subcontracts involving performance of work under a prime contract covered by this subsection.

§20-1.5411 Waiver

In the first instance, determination with respect to the need to seek a waiver for specific contract awards shall be made by the contracting officer with the advice and concurrence of the program office director and the Office of Executive Legal Director. Upon the recommendation of the contracting officer, and after consultation with the Office of the General Counsel, the EDO may waive the policy in specific cases if he determines that it is in the best interest of the United States to do so.

Such action shall be strictly limited to those situations in which:


- (1) The work to be performed under contract is vital to the NRC program;
- (2) the work cannot be satisfactorily performed except by a contractor whose interests give rise to a question of conflict of interest; and (3) contractual and/or technical review and supervision methods can be employed by NRC to neutralize the conflict. For any such waivers, the justification and approval documents shall be placed in the Public Document Room.

920-1.5412 Remedies

In addition to such other remedies as may be permitted by law or contract for a breach of the restrictions in this subpart or for any intentional misrepresentation or intentional nondisclosure of any relevant interest required to be provided for this section, the NRC may debar the contractor from subsequent NRC contracts.

Dated at Washington, D.C. this 27th day of March 1979.

For the Nuclear Regulatory Commission



Samuel J. Chilk
Secretary of the Commission

ATTACHMENT THREE

MAILING LIST
FOR
NRC'S
LOCAL PUBLIC DOCUMENT ROOMS

NOTE: The remaining 7 sets of NUREG-0540 microfiche and 1 set of NUDOCS microfiche should be delivered to the NRC Project Officer.

NOV - 8 1990

Mr. Oliver F. Swift
White Plains Public Library
100 Martine Avenue
White Plains, NY 10601

Ms. Deborah Trotter
Morris Area Public Library District
604 Liberty Street
Morris, IL 60450

Mrs. Margaret E. Howland
Library/Learning Resource Center
Greenfield Community College
One College Drive
Greenfield, MA 01301

Humboldt Room Librarian
Humboldt County Library
636 F Street
Eureka, CA 95501

Mr. Eric Grandstaff
North Central Michigan College
1515 Howard Street
Petoskey, MI 49770

Ms. Judy Horn
University of California at Irvine
Main Library
P. O. Box 19557
Irvine, CA 92713

Ms. Marcella Kenney
Russell Library
123 Broad Street
Middletown, CT 06457

Ms. R. Kamsar
Reference Department
Ocean County Library
101 Washington Street
Toms River, NJ 08753

Mr. Thomas Larson
Reference and Documents Department
Penfield Library
State University of New York
Owego, NY 13126

Ms. Elizabeth Coit
Business and Social Science Division
Rochester Public Library
115 South Avenue
Rochester, NY 14604

Ms. Esther B. Gonzalez
Urban and Regional Documents Collection
Library
Florida International University
Tamiami Campus
Miami, FL 33199

Mrs. Nancy Gillfillan
Dixon Public Library
221 Hennepin Avenue
Dixon, IL 61021

Dr. Carol Juth
Van Wylen Library
Hope College
Holland, MI 49423

Ms. Sue Todd
Athens Public Library
South Street
Athens, AL 35611

Ms. Liz Watford
Nuclear Information Depository
Hartsville Memorial Library
220 N. Fifth Street
Hartsville, SC 29550

Ms. Betty E. Stennes
Technology and Science Department
Minneapolis Public Library
300 Nicollet Mall
Minneapolis, MN 55401

Ms. Connie Kocian
Joseph Mann Library
1516 16th Street
Two Rivers, WI 54241

Ms. Sue Safarik
Greeley Public Library
City Complex Building
919 7th Street
Greeley, CO 80631

Ms. Joyce Lusk
Oconee County Library
501 W. South Broad Street
Walhalla, SC 29691

Mr. Jerry Carbone
Brooks Memorial Library
224 Main Street
Brattleboro, VT 05301

Ms. Elizabeth C. Fogg
Salem Free Public Library
112 West Broadway
Salem, NJ 08079

Mr. Alan Zoellner
Documents Department
Swem Library
College of William and Mary
Williamsburg, VA 23185

Mr. Patrick R. Esser
Business, Science and Technology Department
W. Dale Clark Library
215 S. 15th Street
Omaha, NE 68102

Ms. Grace E. Korbott
Plymouth Public Library
11 North Street
Plymouth, MA 02360

Ms. Gail Dever
Waukegan Public Library
128 N. County Street
Waukegan, IL 60085

Ms. Donna Ellis
Auburn Public Library
1118 15th Street
P. O. Box 324
Auburn, NE 68305

Ms. Joyce Shiver
Coastal Region Library
8619 W. Crystal Street
Crystal River, FL 32629

Ms. Anne Kasuboski
Government Documents Section
Library Learning Center
University of Wisconsin
2420 Nicolet Drive
Green Bay, WI 54301

Ms. Sue Cereste
Wiscasset Public Library
High Street
P. O. Box 367
Wiscasset, ME 04578

Ms. Bess Chen
Martin Luther King Regional Library
7340 24th St. Bypass
Sacramento, CA 95822

Ms. Delores Pollard
Tomlinson Library
Arkansas Tech University
Russellville, AR 72801

Ms. Bea Rodgers
Maud Preston Palenske Memorial Library
500 Market Street
St. Joseph, MI 49085

Ms. Patricia Hofmann
Calvert County Public Library
Fourth Street
P. O. Box 405
Prince Frederick, MD 20678

Mrs. Wynell Bush
Appling County Public Library
301 City Hall Drive
Baxley, GA 31513

Ms. Laura Given
Shoreham-Wading River Public Library
Route 25A
Shoreham, NY 11786

Mrs. Arlene Hanerfeld
William Madison Randall Library
University of North Carolina at Wilmington
601 S. College Road
Wilmington, NC 28403-3297

Ms. Patricia Maroney
Business, Science and Technology Department
Chattanooga-Hamilton County Library
1001 Broad Street
Chattanooga, TN 37402

Mr. Roger Rayborn
Cedar Rapids Public Library
500 1st Street, S.E.
Cedar Rapids, IA 52401

Ms. Mary Ann Paulin
B. F. Jones Memorial Library
663 Franklin Avenue
Aliquippa, PA 15001

Ms. Jimmie Anne Nourse
Charles S. Miley Learning Resources Center
Indian River Community College
3209 Virginia Avenue
Ft. Pierce, FL 34981-5599

Mr. Gregory A. Johnson
Manuscripts Department
Alderman Library
University of Virginia
Charlottesville, VA 22901

Mr. Robert Lockerby
Branford W. Millar Library
Portland State University
P. O. Box 1151
Portland, OR 97207

Mrs. Julia Baldwin
Government Documents Collection
William Carlson Library
University of Toledo
2801 West Bancroft Avenue
Toledo, OH 43606

Mrs. Bettye Forbus
Houston-Love Memorial Library
212 West Burdeshaw Street
P. O. Box 1369
Duthan, AL 36302

Mr. Scott Elmer
Pottstown Public Library
500 High Street
Pottstown, PA 19464

Ms. Eileen M. Dishrov
Pennsville Public Library
190 S. Broadway
Pennsville, NJ 08070

Ms. Evelyn Moyle
Jacobs Memorial Library
Illinois Valley Community College
Rural Route 1
Oglesby, IL 61348

Mr. Kenneth E. Owen
Louisiana Collection
Earl K. Long Library
University of New Orleans
Lakefront Drive
New Orleans, LA 70148

Ms. Sandra Schimmel
Reference Department
Osterhout Free Library
71 South Franklin Street
Wilkes-Barre, PA 18701

Ms. Sarah D. McMaster
Fairfield County Library
Garden and Washington Streets
Winnsboro, SC 29180

Ms. Katherine Foley
Richland Public Library
955 Northgate
Richland, WA 99352

Ms. Janet Virnelson
Cameron Village Regional Library
1930 Clark Avenue
Raleigh, NC 27605

Ms. Noreen Fish
LaCrosse Public Library
800 Main Street
LaCrosse, WI 54601

Mrs. Mary Mallaney
York County Library
138 East Black Street
P. O. Box 10032
Rock Hill, SC 29730

Ms. Elizabeth Roderick
Judge George W. Armstrong Library
P. O. Box 1406
S. Commerce at Washington
Natchez, MS 39120

Mrs. Gwen Jackson
Burke County Library
412 4th Street
Waynesboro, GA 30830

Mrs. Peggy McCutchen
Scottsboro Public Library
1002 South Broad Street
Scottsboro, AL 35768

Ms. Ann Freed
Perry Public Library
3753 Main Street
Perry, OH 44081

Ms. Pam Gjettum
Exeter Public Library
Founders Park
Exeter, NH 03833

Mrs. Penny A. O'Rourke
Byron Public Library District
109 N. Franklin
P.O. Box 434
Byron, IL 61010

Ms. Sharon Ruda
Government Documents Collection
Wilmington Public Library
201 South Kankakee Street
Wilmington, IL 60481

Ms. Eva Kent
Vespasian Warner Public Library
120 West Johnson Street
Clinton, IL 61727

Ms. Nannette Martin
Government Documents Division
William Allan White Library
Emporia State University
1200 Commercial Street
Emporia, KS 66801

Ms. Jan Brown
NRC Documents Collection
Washburn University School of Law
Topeka, KS 66621

Ms. Evelyn H. Hillard
Callaway County Public Library
710 Court Street
Fulton, MO 65251

Mr. Bill Olbrich
John M. Olin Library
Washington University
Skinker and Lindell Boulevards
St. Louis, MO 63130

Ms. Patsy G. Norton
Wharton County Junior College
J. M. Hodges Learning Center
911 Boling Highway
Wharton, TX 77488

Mrs. Lois McCleary
W. H. Abel Memorial Library
125 Main Street, South
Montesano, WA 98563

Ms. Ann Kuntzman
Sciences
Phoenix Public Library
12 East McDowell Road
Phoenix, AZ 85004

52.219-11 SPECIAL 8(a) CONTRACT CONDITIONS

(FEB 1990)

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

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

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

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

(d) That payments to be made under any subcontract awarded under this contract will be made directly to one subcontractor by the DAE.....

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

(f) To notify the D.O.E......Contracting Officer immediately upon notification by the subcontract that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.

(End of clause)

FAR 52.252-2 CLAUSE INCORPORATED BY REFERENCE (JUNE 1988)

FAR REF	CLAUSE TITLE
52.203-12	Limitation on Payments to Influence Certain Federal Transactions-(Jan 1990)