

AWARD CONTRACT

1 CONTRACT (Proc. Inv. Ident.) NO: **NRC-03-82-115**

2 EFFECTIVE DATE: _____

3 FPO/DTIC/PURCHASE REQUEST/PROJECT NO: **RFPA-NRB-R2-115**

4 CERTIFIED FOR NATIONAL DEFENSE UNDER DMSA REG. 2 AND/OR DMS REG. 1, RATING: _____

5 ISSUED BY CODE: _____

6 ADMINISTERED BY (If other than block 5): **U.S. Nuclear Regulatory Commission**

7 DELIVERY FOR DESTINATION: NATION OTHER (See below)

U.S. Nuclear Regulatory Commission
 Division of Contracts
 Washington, DC 20555

8 CONTRACTOR NAME AND ADDRESS: **U.S. Small Business Administration**

9 DISCOUNT FOR PROMPT PAYMENT: _____

PRIME: **Washington District Office**
 (Street, city, county, State, and ZIP code) **1111 18th Street, NW**
Washington, DC 20417

SUB: **Engineering and Economics Research, Inc.**
1951 Tidwell Drive
Vienna, VA 22180

10 SUBMIT INVOICES (4 copies unless otherwise specified) TO ADDRESS SHOWN IN BLOCK _____
 In accordance with Appendix "C" Billing Instructions

11 SHIP TO/MARK FOR CODE: _____

12 PAYMENT WILL BE MADE BY CODE: _____

U.S. Nuclear Regulatory Commission
 CRBR Program Office, NRR
 ATTN: B. M. Morris
 Washington, DC 20555

U.S. Nuclear Regulatory Commission
 Office of Resource Management
 Division of Accounting and Finance
 ATTN: GOV/COM ACCOUNTS
 Washington, DC 20555

13 THIS PROCUREMENT WAS ADVERTISED, NEGOTIATED, PURSUANT TO: 10 U.S.C. 2304 (a) / 41 U.S.C. 252 (K) and 15 U.S.C. 637(a)

14 ACCOUNTING AND APPROPRIATION DATA

B&R No.: **20-19-40-43-8** FIN No.: **B8601** Obligate: **\$20,000.00**

15 ITEM NO.	16 SUPPLIES/SERVICES	17 QUANTITY	18 UNIT	19 UNIT PRICE	20 AMOUNT
	CLINCH RIVER BREEDER REACTOR CASE REVIEW SUPPORT			Estimated Cost:	\$37,905.00
				Fixed Fee:	3,032.00
				Cost Plus Fixed Fee:	\$40,937.00

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 NRC-03-82-115 PDR

21. TOTAL AMOUNT OF CONTRACT **\$40,937.00**

CONTRACTING OFFICER WILL COMPLETE BLOCK 22 OR 26 AS APPLICABLE

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

26. AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____, including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.

23. NAME OF CONTRACTOR: _____

BY: _____ (Signature of person authorized to sign)

27. UNITED STATES OF AMERICA

BY: *M. J. Mattia* (Signature of Contracting Officer)

24. NAME AND TITLE OF CONTRACTING OFFICER (Type or print): **Scott F. Contracting Officer**

25. DATE SIGNED: _____

28. NAME OF CONTRACTING OFFICER (Type or print): **Mary Jo Mattia**

29. DATE SIGNED: **7/21/82**

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CONTRACT SCHEDULE

ARTICLE 1 - STATEMENT OF WORK

Licensing activities for the Clinch River Breeder Reactor (CRBR), which were suspended in 1977, are now to be resumed. At the time of the suspension many issues were left open and subsequent design efforts to resolve these issues have not been reviewed. In some instances advancing technology and the startup of the Fast Flux Test Facility have provided additional bases against which to review the CRBR design. Consequently, there is a need for technical assistance to the NRC in reviewing the previously identified open issues in light of the present technology and updated CRBR design and developing a plan for resolution of these issues. There is also a need for technical assistance to aid the NRC in the resolution of any new or outstanding issues identified in conjunction with the environmental and site suitability reviews.

WORK REQUIRED

The contractor shall assist the NRC by providing technical and/or programmatic support related to the completion of the Final Environmental Statement, Site Suitability Report and the Safety Evaluation Report for the Clinch River Breeder Reactor (CRBR) Construction Permit review. Such assistance may also be required in support of any supplements issued to the above reports. Additionally, assistance is anticipated for support of related activities such as reviewing information pertinent to the CRBR review promulgated by the Office of Inspection & Enforcement, developing supporting information for presentations to the Commission and the Advisory Committee on Reactor Safeguards and preparation of testimony for the CRBR environmental and safety hearings. Tasks performed under this statement of work will generally be short term in nature and require a quick turnaround.

SPECIFIC WORK REQUIREMENTS

NRC cannot predict the number of requests for assistance that will be made under this statement of work or the specific work requirements for each request. All requests for work, however, will fall under one of the following functional areas. Examples of the type of tasks that will be requested to be performed by the contractor are listed under each functional area.

I. Programmatic Support to the CRBR Construction Permit Review

Examples of tasks that would fall under this functional area would include an assessment of the impact on the CRBR Program Office Operating Plan caused by significant licensing schedule slippages, 2) integration of the results of technical assistance projects into one cohesive document or 3) an annual assessment of the status of the overall CRBR technical assistance program in the form of a detailed report.

11. Technical Support to the CRBR Construction Permit Review

Examples of tasks that would fall under this functional area include 1) compiling and assessing the impact of information obtained from reports prepared as a result of field inspections conducted by the Office of Inspection and Enforcement, 2) conducting literature searches for appropriate topics to compile information used in support of and in the development of presentations made to the Commission and the ACRS, 3) assembling, reviewing and reporting on all relevant documentation available in support of assigned technical areas which are expected to be contested at safety or environmental licensing hearings for the CRBR project, 4) reviewing, evaluating and commenting on draft documents related to the CRBR project or the LMFBR program which are prepared by the Office of Nuclear Regulatory Research, and 5) providing support in the development and promulgation of General Design Criteria for the CRBR plant and related documents.

TRAVEL

No contractor travel other than of a local nature to the NRC is anticipated.

NRC FURNISHED MATERIALS

All materials necessary to complete each task will be supplied to the contractor at the time each task order is issued and shall be specified in each task order.

REPORTING REQUIREMENTS

Reporting requirements will be specified in the individual task orders. Draft and final reports shall be prepared in accordance with NRC Manual 3202, "Formal Contractor Documents," Appendix B to this contract.

ARTICLE II - TASK ORDERS

- A. Task Orders for services hereunder shall be issued at the sole option of the Commission. However, the Commission agrees to order from the Contractor its requirements for the services described herein which, in the opinion of the Commission cannot be undertaken in-house. The Contractor shall be obligated to perform the services specified in each Task Order issued under the terms of this contract.

Task Orders for services required hereunder shall be issued in writing by the Contracting Officer. A definitive review report schedule shall be incorporated into individual Task Orders issued under this contract.

- B. Individual proposed task orders shall be numbered consecutively with a three-digit number commencing with "001." Each proposed task order shall be sent to the contractor and will include:

1. Statement of Work and Deliverables
2. Period of Performance
3. Name of Technical Contract
4. Reporting Requirements
5. Estimated Cost Plus Fixed Fee (to be incorporated in definitized task order)
6. Applicable Security Requirements and/or Privacy Act Considerations
7. Response Date for Receipt of Proposal
8. Task Order Type Cost Plus Fixed Fee
9. Special Terms and Conditions, As Applicable

The contractor shall submit a bona fide technical, when applicable, and cost proposal for all proposed task orders received. All proposals submitted in response to each proposed task order must be received by NRC within ten work days of the receipt of the task order by the contractor.

C. Content of Task Order Technical Proposal

The task order technical proposal shall substantiate the contractor's understanding of the requirements of the task order. The contractor shall, when applicable, state its objectives, methods and any other information explaining how the task will be accomplished. Key personnel shall be identified in each proposal. Any exceptions or deviations to the period of performance or reporting requirements shall also be noted.

D. Content of Task Order Cost Proposal

Using the Optional Form 60, each task order cost proposal shall be fully supported by cost and pricing data adequate to establish the reasonableness of the proposed amounts. The following information shall be provided in each cost proposal:

Cost Plus Fixed Fee Task Order Proposals

- a. - Direct labor by categories, quantity of hours and applicable hourly rates and extensions thereof.
- b. Indirect cost rates, general and administrative, fringe, overhead, and extensions thereof.
- c. Itemized material costs, when applicable.
- d. Itemized subcontract costs, when applicable.
- e. Itemized travel costs, when applicable.
- f. Fee fixed at 8 percent.
- g. Total estimated cost.

Following negotiation of the contractor's task order proposals, the Contracting Officer will definitize the task order and incorporate the agreed upon price. Only Contracting Officers of the U.S. Nuclear Regulatory Commission may authorize the initiation of work under this contract. The provisions of this contract shall govern all tasks issued hereunder.

E. Task Assignment Ceilings

- 1) Estimated costs and the fixed fee will be placed in each definitized task assignment for performance of work under the contract. Such ceilings may be increased by the Contracting Officer (CO) at his discretion from time to time by notice to the Contractor in writing with the exception that the total dollar amount of all completed and outstanding task orders may not exceed the total dollar ceiling set forth in this contract. The Contractor shall promptly notify the CO in writing whenever he believes that the then pertinent ceiling for any task assignment is insufficient. When and if the amount(s) paid and payable to the Contractor under such pertinent work order shall equal the then pertinent ceiling, the Contractor shall not be obligated to perform further unless the CO increases such ceiling. The Government shall not be obliged to pay the Contractor any amount in excess of such ceiling.
- 2) Prior to definitization of the task order, the contractor shall be permitted to stop work on such order at any time it is reasonably estimated that the cost incurred with respect to such order, plus termination expenses and profit will exceed the dollar limitation set forth in the order. In the event the contractor so stops work on any order he shall promptly notify the CO of such fact and advise the CO of the amount of increase in monetary limitation which is reasonably required in order to permit the contractor to proceed further with the order.

F. The contractor shall, within ten work days of the receipt of the task order, proceed with the work subject to the limitations of paragraph E of this Article. In addition, the contractor shall not proceed in the following circumstances:

- 1) Incomplete or Inadequately Described Tasks or Projects: The contractor shall immediately communicate with the Contracting Officer and request an appropriate adjustment in the order for tasks or projects, which are incomplete or inadequately identified, except as applies to typographical errors and other obvious errors.
- 2) Orders which contain a monetary limitation which is unreasonably deficient when related to the dollar value of the services to be furnished thereunder: When the monetary amount is provided with the order the Contractor shall notify the Contracting Officer in advance of submission of the proposed price for the effort, the dollar amount of understatement in the monetary limitation in the order. The Contracting Officer will notify the contractor in writing of the desired action to be taken.

- G. Within thirty (30) days or such additional period as may be mutually agreed upon after receipt by the Contracting Officer of the contractor's proposal, the Contracting Officer shall either:
- 1) Definitize the task order thereby accepting the contractor's proposed price;
 - 2) Terminate the task order in its entirety in accordance with Clause 5.7 of the General Provisions attached hereto (See Appendix A); or
 - 3) Notify the contractor of the need for further negotiations. When an agreement on price is reached, the Contracting Officer shall then definitize the task order.
- H. In the event of a failure to agree on price, such failure shall be deemed to be a dispute concerning a question of fact in accordance with clause 1.9 of the General Provisions attached hereto (See Appendix A).

ARTICLE III - PERIOD OF PERFORMANCE

The period of performance shall commence with the effective date of award and shall continue for a period of two (2) years thereafter.

ARTICLE IV - CONTRACT CEILING

The contract cost ceiling for performance of work under this contract has been established at \$40,937.00. Such ceiling may be increased by the Contracting Officer at his discretion by notice to the Contractor in writing. The Contractor shall promptly notify the Contracting Officer in writing whenever it believes that the cost ceiling is insufficient. When and if the amount(s) paid and payable to the Contractor under the contract shall equal the contract cost ceiling, the Contractor shall not be obligated to perform further unless the Contracting Officer increases such ceiling. The Government shall not be obligated to pay the Contractor any amount in excess of such ceiling. If and to the extent that such ceiling has been increased, any cost incurred by the Contractor in performance in excess of the ceiling prior to its increase shall be allowable to the same extent as if such costs had been incurred after such increase in the ceiling.

ARTICLE V - CONSIDERATION AND PAYMENT

A. Estimated Cost, Fixed-Fee and Obligation

1. The amount presently obligated by the NRC with respect to this contract is \$20,000.00 and this sum represents the total estimated reimbursable cost, including fee, ceiling for all task orders placed under this contract.
2. There shall be no adjustment in the amount of the Contractor's fixed-fee by reason of differences between any estimate of cost for performance of this work under this contract and the actual cost performance of that work.
3. The amount presently obligated by the Government with respect to this contract and all task orders thereunder is \$20,000.00. It is estimated that the funding presently provided will cover the work to be performed under this contract through June 30, 1983.

B. Payment

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

Additional provisions relating to payment are contained in Clause 5.3 of the General Provisions hereto.

ARTICLE VI - OVERHEAD/GENERAL AND ADMINISTRATIVE RATES

- A. Pending the establishment of final overhead rates which shall be negotiated based on audit of actual costs, the Contractor shall be reimbursed for allowable indirect costs hereunder at the provisional rate of 90 percent of direct labor.
- B. Notwithstanding Paragraph A. of this Article, said provisional overhead rate may be adjusted as appropriate during the term of the contract upon the acceptance of such revised rate by the Contracting Officer.

ARTICLE VII - ESTIMATED LEVEL OF EFFORT AND LABOR CATEGORIES

- 1. It is estimated that the following types of personnel and amounts of effort will be required for the performance of this contract:

<u>Category</u>	<u>Estimated Hours</u>
Senior Technical Staff/Project Manager	650
Secretarial/Support Staff	50

ARTICLE VIII - PRIVATE USE AND PROTECTION OF UNCLASSIFIED GOVERNMENT INFORMATION

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

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

ARTICLE IX - KEY PERSONNEL

Pursuant to this ARTICLE (Key Personnel), the following individual is considered to be essential to the successful performance of the work hereunder and shall not be replaced without the prior approval of the Contracting Officer. In such event, the Contractor agrees to substitute an individual possessing substantially equal abilities and qualifications satisfactory to the Contracting Officer:

L. N. Rib

ARTICLE X - TECHNICAL DIRECTION

- A. Performance of the work under this contract shall be subject to the technical direction of the NRC Project Officer named in ARTICLE XI of this contract. The term "Technical Direction" is defined to include the following:
1. Technical direction to the contractor which shifts work emphasis between areas of work or tasks, requires pursuit of certain lines of inquiry, fills in details or otherwise serves to accomplish the contractual scope of work.
 2. Providing assistance to the contractor in the preparation of drawings, specifications or technical portions of the work description.
 3. Review and where required by the contract, approval of technical reports, drawings, specifications and technical information to be delivered by the contractor to the Government under the contract.
- B. Technical direction must be within the general scope of work stated in the contract. The Project Officer does not have the authority to and may not issue any technical direction which:
1. Constitutes an assignment of additional work outside the general scope of the contract.
 2. Constitutes a change as defined in the clause of the General Provisions, entitled "Changes."
 3. In any way causes an increase or decrease in the total estimated contract cost, the fixed fee, if any, or the time required for contract performance.
 4. Changes any of the expressed terms, conditions or specifications of the contract.

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

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

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

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

ARTICLE XI- PROJECT OFFICER

Bill W. Morris, NRR is hereby designated as the Contracting Officer's authorized representative (hereinafter called Project Officer) for technical aspects of this contract. The Project Officer is not authorized to approve or request any action which results in or could result in an increase in contract cost; or terminate, settle any claim or dispute arising under the contract; or issue any unilateral directive whatever.

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

For guidance from the Project Officer to the contractor to be valid, it must:

- (1) be consistent with the description of work set forth in the contract;
- (2) not constitute new assignment of work or change to the expressed terms, conditions or specifications incorporated into this contract;
- (3) not constitute a basis for an extension to the period of performance or contract delivery schedule; and, as stated above, (4) not constitute a basis for any increase in the contract cost.

ARTICLE XII - Special 8(a) Contract Conditions

SPECIAL CLAUSES FOR PRIME CONTRACTS

1. The parties agree that Engineering & Economics Research, Inc. (hereinafter call "Contractor") shall for and in the stead of the Small Business Administration fulfill and perform all of the requirements of this Prime Contract for the consideration stated herein.
2. By subcontracting, pursuant to the provisions of Section 8(a) of the Small Business Act, 15 USC 637(a)(1), as amended, the Small Business Administration (hereinafter called SBA) agrees to furnish the services set forth in this contract according to the specifications hereof.
3. It is understood and agreed that in the event SBA does not award subcontracts for the performance of all or part of the work hereunder, this contract may be terminated in whole or in part without cost to either party.
4. The general provisions of this contract are not operative between SBA and the Nuclear Regulatory Commission but they are applicable to SBA's subcontractor.
5. SBA has delegated to the Nuclear Regulatory Commission (hereinafter called NRC) the responsibility for administering its subcontract hereunder. This includes issuance of orders, inspection, and acceptance by NRC Representatives and direct payment by NRC.
6. For the purposes of this contract the reference to "his duly authorized representative" in the "Disputes" clauses of this contract shall be deemed to refer to the Board of Contract Appeals.
7. It is further agreed that SBA will be continuously apprised by the Contracting Officer administering the subcontract as to the progress and performance of its contractor. No action that could possibly lead to the termination of the contract for "Default" or for "Convenience of the Government" shall be taken by said Contracting Officer or his authorized Representative without prior consultation with the SBA.
8. It is understood and agreed that SBA's contractor shall have the right of appealing decisions of the Procurement Contracting Officer, or his authorized Representative, as cognizable under the "Disputes" clause of this contract.

9. Insurance and/or bonding requirements, if any, do not apply to SBA, but SBA will require bonds from its contractor as required to protect the interests of the Government.
10. It is agreed that the provisions of the "Termination for Convenience," "Changes," "Disputes," "Default and Price Reduction" clauses which are included in the contract between the SBA and its contractor shall be invoked in appropriate cases when requested by the Procurement Contracting Officer or his authorized Representative. If the SBA does not agree with the request of the Procurement Contracting Officer or his authorized Representative, the case shall be referred to the Board of Contract Appeals for decision.

ARTICLE XIII - GENERAL PROVISIONS/ALTERATIONS

This contract is subject to the attached provisions of Appendix A, General Provisions, entitled "Cost Type Research and Development Contracts With Commercial Organizations," dated 12/1/81.

A. Provisions Added:

3.12 Labor Surplus Area Subcontracting Program (1-1.805-3(b))

(a) The Contractor agrees to establish and conduct a program which will encourage labor surplus area concerns to compete for subcontracts within their capabilities. In this connection, the Contractor shall--

(1) Designate a liaison officer who will (i) maintain liaison with duly authorized representatives of the Government on labor surplus area matters, (ii) supervise compliance with the Utilization of Concerns in Labor Surplus Areas clause, and (iii) administer the Contractor's "Labor Surplus Area Subcontracting Program;"

(2) Provide adequate and timely consideration of the potentialities of labor surplus area concerns in all "make-or-buy" decisions;

(3) Assure that labor surplus area concerns will have an equitable opportunity to compete for subcontracts, particularly by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation of labor surplus area concerns;

(4) Maintain records showing the procedures which have been adopted to comply with the policies set forth in this clause and report subcontract awards (see 41 CFR 1-16.804-5 regarding use of Optional Form 61). Records maintained pursuant to this clause will be kept available for review by the Government until the expiration of 1 year after the award of this contract, or for such longer period as may be required by any other clause of this contract or by applicable law or regulations; and

(5) Include the Utilization of Concerns in Labor Surplus Areas clause in subcontracts which offer substantial labor surplus area subcontracting opportunities.

(b) (1) The term "labor surplus area" means a geographical area identified by the Department of Labor as an area of concentrated unemployment or under-employment or an area of labor surplus.

(2) The term "concern located in a labor surplus area" means a labor surplus area concern.

(3) The term "labor surplus area concern" means a concern that, together with its first-tier subcontractors, will perform substantially in labor surplus areas.

(4) The term "perform substantially in labor surplus areas" means that the costs incurred on account of manufacturing, production, or appropriate services in labor surplus areas exceed 50 percent of the contract price.

(c) The Contractor further agrees to insert, in any subcontract hereunder which may exceed \$500,000 and which contains the Utilization of Concerns in Labor Surplus Areas clause, provisions which shall conform substantially to the language of this clause, including this paragraph (c), and to notify the Contracting Officer of the names of such subcontractors.

3.13 Utilization of Women-Owned Business Concerns (Over \$10,000)

(a) It is the policy of the United States Government that Women-owned businesses shall have the maximum practicable opportunity to participate in the performance of contracts awarded by any Federal agency.

(b) The Contractor agrees to use his best efforts to carry out this policy in the award of subcontracts to the fullest extent consistent with the efficient performance of this contract. As used in the contract, a "women-owned business" concern means a business that is at least 51% owned by a woman or women who also control and operate it. "Control" in this context means exercising the power to make policy decisions. "Operate" in this context means being actively involved in the day-to-day management. "Women" mean all women business owners.