

AWARD/CONTRACT

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING
2. CONTRACT NO. NRC-04-93-098	3. EFFECTIVE DATE 9/30/93	4. REQUISITION/PROJECT NO. RES-93-060
5. ISSUED BY Code:  U.S. Nuclear Regulatory Commission Division of Contracts & Property Mgmt. Contract Neg. Br. #2;P-1042 Washington, D.C. 20555		6. ADMINISTERED BY Code: (If other than Item 5) U.S. Nuclear Regulatory Commission Div. of Contract & Property Mgmt. Contract Admin. Br. #3;P-902 Washington, D.C. 20555
7. NAME AND ADDRESS OF CONTRACTOR Accident Prevention Group 16980 Via Tazon, Suite 100 San Diego, CA 92127  Principal Investigator/Technical Contact: Dr. Douglas D. Orvis Telephone No: (619) 592-0189		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 U.S. Nuclear Regulatory Commission Div. of Safety Issue Resolution ATTN: Ann Ramey-Smith, M/S NLS351 Washington, D.C. 20555	12. PAYMENT WILL BE MADE BY CODE U.S. Nuclear Regulatory Commission Division of Accounting & Finance GOV/COM Accounting Sec.;MNBB-11104 Washington, D.C. 20555

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

14. ACCOUNTING AND APPROPRIATION DATA  
 APPN: 31X0200.360 B&R: W6124 RES I.D.: RES-C93-428  
 B&R: 36019202400 BOC: 2542 OBLIGATED AMT: \$49,994.00

15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	The NRC hereby accepts the contractor's SBIR Phase I technical proposal dated 7/28/93 to perform research entitled "Real-Time Collection of Operational Data to Support Risk-Based Operation, Regulation, and Inspection at Nuclear Power Plants" which is incorporated herein by reference and made part of this firm-fixed-price contract.				
15G. TOTAL AMOUNT OF CONTRACT					\$49,994.00

EXCEPTION TO STANDARD FORM SF26 (REV. 4-85) Prescribed by GSA  
 FAR(48 CFR) 53.214(a)

9309170129 930903  
 PDR CONTR  
 NRC-04-93-098 PDR

*DPO 8/1*

X SEC	DESCRIPTION	PAGE(S)
	16. TABLE OF CONTENTS	
	PART I - THE SCHEDULE	
A	SOLICITATION/CONTRACT FORM	
B	SUPPLIES OR SERVICES AND PRICES/COSTS	
C	DESCRIPTION/SPECIFICATIONS/WORK STATEMENT	
D	PACKAGING AND MARKING	
E	INSPECTION AND ACCEPTANCE	
F	DELIVERIES OR PERFORMANCE	
G	CONTRACT ADMINISTRATION DATA	
H	SPECIAL CONTRACT REQUIREMENTS	
	PART II - CONTRACT CLAUSES	
I	CONTRACT CLAUSES	
	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS	
J	LIST OF ATTACHMENTS	
	PART IV - REPRESENTATIONS AND INSTRUCTIONS	
K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
L	INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS	
M	EVALUATION FACTORS FOR AWARD	

CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17.  CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 3 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) Vojin Joksimovich President	20A. NAME OF CONTRACTING OFFICER Mary H. Mace
19B. NAME OF CONTRACTOR by <i>[Signature]</i> (Signature of person authorized to sign)	20B. UNITED STATES OF AMERICA by <i>[Signature]</i> (Signature of Contracting Officer)
19C. DATE SIGNED 8/5/93	20C. DATE SIGNED 9/3/93

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

TABLE OF CONTENTS

PAGE

AWARD/CONTRACT

PART I - THE SCHEDULE. . . . .	3
SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS. . . . .	3
B.1 PROJECT TITLE. . . . .	3
B.2 BRIEF DESCRIPTION OF WORK (MAR 1987) . . . . .	3
B.3 CONSIDERATION AND OBLIGATION--FIRM FIXED PRICE . . . . .	3
(JUN 1988)	
SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT. . . . .	4
C.1 STATEMENT OF WORK. . . . .	4
SECTION D - PACKAGING AND MARKING. . . . .	5
D.1 PACKAGING AND MARKING (MAR 1987) . . . . .	5
SECTION E - INSPECTION AND ACCEPTANCE. . . . .	6
E.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988) . .	6
E.2 PLACE OF INSPECTION AND ACCEPTANCE (MAR 1987). . . . .	6
SECTION F - DELIVERIES OR PERFORMANCE. . . . .	7
F.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988) . .	7
F.2 PLACE OF DELIVERY--REPORTS (JUN 1988). . . . .	7
F.3 DURATION OF CONTRACT PERIOD (MAR 1987) . . . . .	7
F.4 REPORTS, DOCUMENTATION, AND OTHER DELIVERABLE END ITEMS. .	7
SECTION G - CONTRACT ADMINISTRATION DATA . . . . .	9
G.1 NRCAR 2052.215-72 PROJECT OFFICER AUTHORITY. . . . .	9
ALTERNATE 1 (JAN 1993)	
G.2 INVOICE REQUIREMENTS . . . . .	9
G.3 PAYMENT. . . . .	10
SECTION H - SPECIAL CONTRACT REQUIREMENTS. . . . .	11
H.1 NRCAR 2052.209-73 CONTRACTOR ORGANIZATIONAL. . . . .	11
CONFLICTS OF INTEREST (JAN 1993)	
H.2 NRCAR 2052.215-70 KEY PERSONNEL (JAN 1993) . . . . .	15
H.3 NRCAR 2052.235-70 PUBLICATION OF RESEARCH RESULTS (JAN 1993)	16
H.4 NRCAR 2052.235-72 SAFETY, HEALTH, AND FIRE . . . . .	16
PROTECTION (JAN 1993)	
H.5 GOVERNMENT FURNISHED EQUIPMENT/PROPERTY - NONE PROVIDED. .	17
(JUN 1988)	
PART II - CONTRACT CLAUSES . . . . .	18
SECTION I - CONTRACT CLAUSES . . . . .	18
I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988) . .	18
PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS . . . .	20

TABLE OF CONTENTS

PAGE

SECTION J - LIST OF ATTACHMENTS. . . . .	20
J.1 ATTACHMENTS (MAR 1987) . . . . .	20

PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 PROJECT TITLE

The title of this project is as follows:

"Real-Time Collection of Operational Data to Support Risk-Based Operation, Regulation and Inspections at Nuclear Power Plants"

[End of Clause]

B.2 BRIEF DESCRIPTION OF WORK (MAR 1987)

The objective of this research is to determine the potential applicability of real-time, computerized data collection at an NPP to support applications important to safety, availability and licensing while reducing overall plant O&M costs, determine the requirements of new software that can utilize commercially available data collection devices as part of an integrated system to support all or the highest priority applications.

[End of Clause]

B.3 CONSIDERATION AND OBLIGATION--FIRM FIXED PRICE (JUN 1988)

The firm fixed price of this contract is \$49,994.00.

[End of Clause]

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 STATEMENT OF WORK

The work to be performed and the objectives to be met in this contract shall be in accordance with the contractor's technical proposal, which was submitted in response to the NRC's FY 93 Small Business Innovation Research Program, and which is incorporated herein by reference.

[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 52.252-2 CLAUSES INCORPORATED BY REFERENCE (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.

## I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	TITLE	DATE
52.246-9	INSPECTION OF RESEARCH AND DEVELOPMENT (SHORT FORM)	APR 1984
52.246-16	RESPONSIBILITY FOR SUPPLIES	APR 1984

[End of Clause]

## E.2 PLACE OF INSPECTION AND ACCEPTANCE (MAR 1987)

Inspection and acceptance of the deliverable items to be furnished hereunder shall be made by the Project Officer at the destination.

[End of Clause]



## SECTION F - DELIVERIES OR PERFORMANCE

## F.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (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.

## I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	TITLE	DATE
52.212-13	STOP-WORK ORDER	AUG 1989

[End of Clause]

## F.2 PLACE OF DELIVERY--REPORTS (JUN 1988)

The items to be furnished hereunder shall be delivered, with all charges paid by the Contractor, to:

## (a) Project Officer (3 copies)

U.S. Nuclear Regulatory Commission  
 ATTN: Anne Ramey-Smith, M/S NLS-351  
 Div. of Safety Issue Resolution  
 Office of Nuclear Regulatory Research  
 Washington, D.C. 20555

## (b) Contracting Officer (1 copy)

[End of Clause]

## F.3 DURATION OF CONTRACT PERIOD (MAR 1987)

This contract shall commence on 9/30/93 and will expire on 3/30/94.

[End of Clause]

## F.4 REPORTS, DOCUMENTATION, AND OTHER DELIVERABLE END ITEMS

- a. Letter progress reports, in three copies to the Project Officer and one copy to the Contracting Officer, shall be due by November 30, 1993, and January 30, 1994.
- b. A final report which includes the results of the work

## F.4 (Continued)

performed under this contract shall be prepared in accordance with Handbook 3.8 and corresponding guidelines contained in NUREG-0650, Revision 1 (see Section J for List of Attachments), and submitted to the Project Officer in one camera-ready copy and three copies on March 30, 1994. In addition, one copy of the final report shall be submitted to the Contracting Officer on March 30, 1994.

## SECTION G - CONTRACT ADMINISTRATION DATA

G.1 NRCAR 2052.215-72 PROJECT OFFICER AUTHORITY  
ALTERNATE 1 (JAN 1993)

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

Name: Ann Ramey-Smith

Address: U.S. Nuclear Regulatory Commission  
Div. of Safety Issue Resolution  
N/S NLS-351  
Washington, D.C. 20555

Telephone Number: (301) 492-3948

- (b) The project officer shall:

- (1) Monitor contractor performance and recommend to the contracting officer changes in requirements.
- (2) Inspect and accept products/services provided under the contract.
- (3) Review all contractor invoices/vouchers requesting payment for products/services provided under the contract and make recommendations for approval, disapproval, or suspension.

- (c) The project officer may not make changes to the express terms and conditions of this contract.

[End of Clause]

## G.2 INVOICE REQUIREMENTS

Invoices shall be submitted in an original and 3 copies to:

U.S. Nuclear Regulatory Commission  
Division of Contracts and Property Management  
Contract Administration Branch No. 1; P-902  
Washington, D.C. 20555

To constitute a proper invoice, the invoice must include the following information and/or attached documentation:

## G.2 (Continued)

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

[End of Clause]

## G.3 PAYMENT

- a. Two payments in the amount of \$16,000.00 each will be made to the contractor after receipt and acceptance of each of the two letter progress reports as required in Section F. Payment shall not be made prior to receipt of said progress reports.
- b. Final payment in the amount of \$17,993.00 will be made to the contractor after receipt and acceptance of the final report as required in Section F.
- c. All contractor invoices shall identify the contract number and the monthly letter progress report for which payment is claimed.
- d. If this contract provides for a discount, the contractor shall indicate the contractor's discount terms on the face page of the invoice.

[End of Clause]

## SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 NRCAR 2052.209-73 CONTRACTOR ORGANIZATIONAL  
CONFLICTS OF INTEREST (JAN 1993)

- (a) Purpose. The primary purpose of this clause is to aid in ensuring that the contractor:
- (1) Is not placed in a conflicting role because of current or planned interests (financial, contractual, organizational, or otherwise) which relate to the work under this contract; and
  - (2) Does not obtain an unfair competitive advantage over other parties by virtue of its performance of this contract.
- (b) Scope. The restrictions described apply to performance or participation by the contractor, as defined in 48 CFR 2009.570-2 in the activities covered by this clause.
- (c) Work for others.
- (1) Notwithstanding any other provision of this contract, during the term of this contract the contractor agrees to forego entering into consulting or other contractual arrangements with any firm or organization, the result of which may give rise to a conflict of interest with respect to the work being performed under this contract. The contractor shall ensure that all employees under this contract abide by the provision of this clause. If the contractor has reason to believe with respect to itself or any employee that any proposed consultant or other contractual arrangement with any firm or organization may involve a potential conflict of interest, the contractor shall obtain the written approval of the contracting officer before the execution of such contractual arrangement.
  - (2) The contractor may not represent, assist, or otherwise support an NRC licensee or applicant undergoing an NRC audit, inspection, or review where the activities that are the subject of the audit, inspection or review are the same as or substantially similar to the services within the scope of this contract (or task order as appropriate), except where the NRC licensee or applicant requires the contractor's support to explain or defend the contractor's prior work for the utility or other entity which NRC questions.

## H.1 (Continued)

- (3) When the contractor performs work for the NRC under this contract at any NRC licensee or applicant site, the contractor shall neither solicit nor perform work in the same or similar technical area for that licensee or applicant organization for a period commencing with the award of the task order or beginning of work on the site (if not a task order contract) and ending one year after completion of all work under the associated task order, or last time at the site (if not a task order contract).
- (4) When the contractor performs work for the NRC under this contract at any NRC licensee or applicant site,
  - (i) The contractor may not solicit work at that site for that licensee or applicant during the period of performance of the task order or the contract, as appropriate.
  - (ii) The contractor may not perform work at that site for that licensee or applicant during the period of performance of the task order or the contract, as appropriate, and for one year thereafter.
  - (iii) Notwithstanding the foregoing, the contracting officer may authorize the contractor to solicit or perform this type of work (except work in the same or similar technical area) if the contracting officer determines that the situation will not pose a potential for technical bias or unfair competitive advantage.

(d) Disclosure after award.

- (1) The contractor warrants that to the best of its knowledge and belief, and except as otherwise set forth in this contract, it does not have any organizational conflicts of interest as defined in 48 CFR 2009.570-2.
- (2) The contractor agrees that, if after award, it discovers organizational conflicts of interest with respect to this contract, it shall make an immediate and full disclosure in writing to the contracting officer. This statement must include a description of the action which the contractor has taken or proposes to take to avoid or mitigate such conflicts. The NRC may, however, terminate the contract if termination is in the best interest of the government.
- (3) It is recognized that the scope of work of a task-order-type contract necessarily encompasses a broad

## H.1 (Continued)

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

(e) Access to and use of information.

- (1) If in the performance of this contract, the contractor obtains access to information, such as NRC plans, policies, reports, studies, financial plans, internal data protected by the Privacy Act of 1974 (5 U.S.C. Section 552a (1988)), or the Freedom of Information Act (5 U.S.C. Section 552 (1986)), the contractor agrees not to:
  - (i) Use this information for any private purpose until the information has been released to the public;
  - (ii) Compete for work for the Commission based on the information for a period of six months after either the completion of this contract or the release of the information to the public, whichever is first;
  - (iii) Submit an unsolicited proposal to the Government based on the information until one year after the release of the information to the public; or
  - (iv) Release the information without prior written approval by the contracting officer unless the information has previously been released to the

## H.1 (Continued)

public by the NRC.

- (2) In addition, the contractor agrees that, to the extent it receives or is given access to proprietary data, data protected by the Privacy Act of 1974 (5 U.S.C. Section 552a (1988)), or the Freedom of Information Act (5 U.S.C. Section 552 (1986)), or other confidential or privileged technical, business, or financial information under this contract, the contractor shall treat the information in accordance with restrictions placed on use of the information.
- (3) Subject to patent and security provisions of this contract, the contractor shall have the right to use technical data it produces under this contract for private purposes provided that all requirements of this contract have been met.
- (f) Subcontracts. Except as provided in 48 CFR 2009.570-2, the contractor shall include this clause, including this paragraph, in subcontracts of any tier. The terms contract, contractor, and contracting officer, must be appropriately modified to preserve the Government's rights.
- (g) Remedies. For breach of any of the above restrictions, or for intentional nondisclosure or misrepresentation of any relevant interest required to be disclosed concerning this contract or for such erroneous representations that necessarily imply bad faith, the Government may terminate the contract for default, disqualify the contractor from subsequent contractual efforts, and pursue other remedies permitted by law or this contract.
- (h) Waiver. A request for waiver under this clause must be directed in writing to the contracting officer in accordance with the procedures outlined in 48 CFR 2009.570-9.
- (i) Follow-on effort. The contractor shall be ineligible to participate in NRC contracts, subcontracts, or proposals therefor (solicited or unsolicited), which stem directly from the contractor's performance of work under this contract. Furthermore, unless so directed in writing by the contracting officer, the contractor may not perform any technical consulting or management support services work or evaluation activities under this contract on any of its products or services or the products or services of another firm if the contractor has been substantially involved in the development or marketing of the products or services.
- (1) If the contractor, under this contract, prepares a complete or essentially complete statement of work or



## H.1 (Continued)

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

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

[End of Clause]

## H.2 NRCAR 2052.215-70 KEY PERSONNEL (JAN 1993)

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

Dr. Douglas D. Orvis

The contractor agrees that personnel may not be removed from the contract work or replaced without compliance with paragraphs (b) and (c) of this section.

- (b) If one or more of the key personnel, for whatever reason, becomes, or is expected to become, unavailable for work under this contract for a continuous period exceeding 30 work days, or is expected to devote substantially less effort to the work than indicated in the proposal or initially anticipated, the contractor shall immediately notify the contracting officer and shall, subject to the concurrence of the contracting officer, promptly replace the personnel with personnel of at least substantially equal ability and qualifications.
- (c) Each request for approval of substitutions must be in writing and contain a detailed explanation of the circumstances necessitating the proposed substitutions. The request must also contain a complete resume for the proposed substitute and other information requested or needed by the contracting officer to evaluate the proposed substitution. The contracting officer or his/her authorized representative shall evaluate the request and promptly notify the contractor of his or her approval or disapproval in writing.
- (d) If the contracting officer determines that suitable and timely

## H.2 (Continued)

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

[End of Clause]

## H.3 NRCAR 2052.235-70 PUBLICATION OF RESEARCH RESULTS (JAN 1993)

- (a) The principal investigator(s)/contractor shall comply with the provisions of NRC Handbook 3.8 (formerly MC 3202) and NRC Manual Chapter 3206 regarding publication in refereed scientific and engineering journals or dissemination to the public of any information, oral or written, concerning the work performed under this contract. Failure to comply with this clause shall be grounds for termination of this contract.
- (b) The principal investigator(s)/contractor may publish the results of this work in refereed scientific and engineering journals or in open literature and present papers at public or association meetings at interim stages of work, in addition to submitting to NRC the final reports and other deliverables required under this contract. However, such publication and papers shall focus on advances in science and technology and minimize conclusions and/or recommendations which may have regulatory implications.
- (c) Prior to any such publication, the contractor shall submit the proposed publication to the NRC Contracting Officer and Project Officer for review and approval.

[End of Clause]

## H.4 NRCAR 2052.235-72 SAFETY, HEALTH, AND FIRE PROTECTION (JAN 1993)

The contractor shall take all reasonable precautions in the performance of the work under this contract to protect the health and safety of its employees and of members of the public, including NRC employees and contractor personnel, and to minimize danger from all hazards to life and property and shall comply with all applicable health, safety, and fire protection regulations and requirements (including reporting requirements) of the Commission

## PART II - CONTRACT CLAUSES

## SECTION I - CONTRACT CLAUSES

## I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (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.

## I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	TITLE	DATE
52.202-1	DEFINITIONS	SEP 1991
52.203-1	OFFICIALS NOT TO BENEFIT	APR 1984
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-7	ANTI-KICKBACK PROCEDURES	OCT 1988
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	SEP 1990
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	NOV 1992
52.215-1	EXAMINATION OF RECORDS BY COMPTROLLER GENERAL	FEB 1993
52.215-2	AUDIT - NEGOTIATION	FEB 1993
52.215-26	INTEGRITY OF UNJT PRICES	APR 1991
52.215-33	ORDER OF PRECEDENCE	JAN 1986
52.215-31	WAIVER OF FACILITIES CAPITAL COST OF MONEY	SEP 1987
52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	APR 1984
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS AND SMALL DISADVANTAGED BUSINESS CONCERNS	FEB 1990
52.219-13	UTILIZATION OF WOMEN-OWNED SMALL BUSINESSES	AUG 1986
52.219-14	LIMITATIONS ON SUBCONTRACTING	JAN 1991
52.220-3	UTILIZATION OF LABOR SURPLUS AREA CONCERNS	APR 1984
52.222-3	CONVICT LABOR	APR 1984
52.222-26	EQUAL OPPORTUNITY	APR 1984
52.222-35	AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS	APR 1984

## I.1 (Continued)

NUMBER	TITLE	DATE
52.222-36	AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS	APR 1984
52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	JAN 1988
52.223-6	DRUG-FREE WORKPLACE	JUL 1990
52.225-11	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	MAY 1992
52.227-1	AUTHORIZATION AND CONSENT Alternate I (APR 1984)	APR 1984
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	APR 1984
52.227-11	PATENT RIGHTS - RETENTION BY THE CONTRACTOR (SHORT FORM)	JUN 1989
52.227-20	RIGHTS IN DATA - SBIR PROGRAM	JUN 1987
52.229-3	FEDERAL, STATE, AND LOCAL TAXES	JAN 1991
52.229-5	TAXES - CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO	APR 1984
52.232-2	PAYMENTS UNDER FIXED-PRICE RESEARCH AND DEVELOPMENT CONTRACTS	APR 1984
52.232-8	DISCOUNTS FOR PROMPT PAYMENT	APR 1989
52.232-17	INTEREST	JAN 1991
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.232-25	PROMPT PAYMENT	SEP 1992
52.232-28	ELECTRONIC FUNDS TRANSFER PAYMENT METHODS	APR 1989
52.233-1	DISPUTES	DEC 1991
52.233-3	PROTEST AFTER AWARD	AUG 1989
52.242-13	BANKRUPTCY	APR 1991
52.243-1	CHANGES - FIXED-PRICE Alternate V (APR 1984)	AUG 1987
52.244-5	COMPETITION IN SUBCONTRACTING	APR 1984
52.249-1	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SHORT FORM)	APR 1984
52.249-9	DEFAULT (FIXED-PRICE RESEARCH AND DEVELOPMENT)	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

[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
3	NRC Handbook 3.8
4	Publishing Documents in NUREG Series, NUREG-0650, Revision 1