

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING
2. CONTRACT NO. NRC-04-92-105	3. EFFECTIVE DATE September 30, 1992	4. REQUISITION/PROJECT NO. SBIR 92-059
5. ISSUED BY Code: U.S. Nuclear Regulatory Commission Div. of Contracts & Property Mgmt. Contract Negotiation Br. 2; P-1042 Washington, DC 20555		6. ADMINISTERED BY Code: (If other than Item 5) U.S. Nuclear Regulatory Commission Div. of Contracts & Property Mgmt. Contract Administration Br. 1; P-902 Washington, DC 20555
7. NAME AND ADDRESS OF CONTRACTOR TPL, Inc. Attn: Caroline Eisenhood, Adm. Mgr. 3754 Hawkins NE Albuquerque, NM 87109 Principal Investigator/Technical Contact: Timothy C. Tiernan Telephone No: 505-345-5668		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 US Nuclear Regulatory Commission Attn: Joseph Muscara - NLS-217C Division of Engineering, RES Washington, DC 20555		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 USING OTHER THAN FULL AND OPEN COMPETITION [] 10 U.S.C. 2304(c)() [] 41 U.S.C. 253(c)()		
14. ACCOUNTING AND APPROPRIATION DATA B&R No.: 260-19-25-020 FIN: L25712 Appn. No. 31X02CO.260 Amount Obligated: \$49,999.00		
15A. ITEM NO.	15B. SUPPLIES/ SERVICES	15C. QUANTITY 15D. UNIT 15E. UNIT PRICE 15F. AMOUNT
The NRC hereby accepts TPL's SBIR Phase I technical proposal dated April 1, 1992, as revised July 29, 1992, to perform research entitled "A Portable Imaging System for NOE of Nuclear Power Plant Components," both of which are incorporated herein by this reference and made a part of this firm-fixed-price contract.		
15G. TOTAL AMOUNT OF CONTRACT \$49,999.00		

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

Prescribed by GSA

9210140363 920904
PDR CONTR
NRC-04-92-105 PDR

DF02 0/1

X SEC	16. TABLE OF CONTENTS DESCRIPTION	PAGE(S)
	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) <i>Caroline Eisenhead</i> <i>Administrative Manager</i>	20A. NAME OF CONTRACTING OFFICER Mary H. Mace
19B. NAME OF CONTRACTOR by <i>Caroline Eisenhead</i> (Signature of person authorized to sign)	20B. UNITED STATES OF AMERICA by <i>[Signature]</i> (Signature of Contracting Officer)
19C. DATE SIGNED <i>8/27/92</i>	20C. DATE SIGNED <i>7-9-92</i>

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

TABLE OF CONTENTS

PAGE

AWARD/CONTRACT	1
PART I - THE SCHEDULE.	4
SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS.	4
B.1 PROJECT TITLE	4
B.2 BRIEF DESCRIPTION OF WORK (MAR 1987).	4
B.3 CONSIDERATION AND OBLIGATION--FIRM FIXED PRICE. (JUN 1988)	4
SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT.	5
C.1 STATEMENT OF WORK	5
SECTION D - PACKAGING AND MARKING.	6
D.1 PACKAGING AND MARKING (MAR 1987).	6
SECTION E - INSPECTION AND ACCEPTANCE.	7
E.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988)	7
E.2 PLACE OF INSPECTION AND ACCEPTANCE (MAR 1987)	7
SECTION F - DELIVERIES OR PERFORMANCE.	8
F.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988).	8
F.2 PLACE OF DELIVERY--REPORTS (JUN 1988)	8
F.3 DURATION OF CONTRACT PERIOD (MAR 1987).	8
F.4 REPORTS, DOCUMENTATION, AND OTHER DELIVERABLE END ITEMS	8
SECTION G - CONTRACT ADMINISTRATION DATA	10
G.1 PROJECT OFFICER AUTHORITY (MAR 1987).	10
ALTERNATE II (MAR 1987)	
G.2 INVOICE REQUIREMENTS.	10
G.3 PAYMENT	11
SECTION H - SPECIAL CONTRACT REQUIREMENTS.	12
H.1 KEY PERSONNEL (JUN 1988).	12
H.2 SAFETY, HEALTH, AND FIRE PROTECTION (MAR 1987).	13
H.3 PRIVATE USE OF CONTRACT INFORMATION AND DATA (JUN 1988)	13
H.4 CONTRACTOR ORGANIZATIONAL CONFLICTS OF INTEREST	13
(DEC 1991)	
H.5 GOVERNMENT FURNISHED EQUIPMENT/PROPERTY - NONE PROVIDED	16
(JUN 1988)	
PART II - CONTRACT CLAUSES	17
SECTION I - CONTRACT CLAUSES	17
I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988)	17
I.2 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL	18
OR IMPROPER ACTIVITY (SEP 1990)	
I.3 52.222-18 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING	20
PAYMENT OF UNION DUES OR FEES (MAY 1992)	
PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS	22
SECTION J - LIST OF ATTACHMENTS.	22
J.1 ATTACHMENTS (MAR 1987).	22

PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 PROJECT TITLE

The title of this project is as follows:

"A Portable Imaging System for Nondestructive
Examination of Nuclear Power Plant Components"

[End of Clause]

B.2 BRIEF DESCRIPTION OF WORK (MAR 1987)

Research to quantify the ability of the technology to
image structural defects in materials of interest under
laboratory conditions.

[End of Clause]

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

The firm fixed price of this contract is \$49,999.00

[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 FY92 Small Business Innovation Research program, and which is incorporated herein by this 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.

NUMBER	TITLE	DATE
52.246-9	INSPECTION OF RESEARCH AND DEVELOPMENT (SHOPT 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.

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)

US Nuclear Regulatory Commission
Attn: Joseph Muscara - NLS-217C
Division of Engineering
Office of Nuclear Regulatory Research
Washington, DC 20555

(b) Contracting Officer (1 copy)

[End of Clause]

F.3 DURATION OF CONTRACT PERIOD (MAR 1987)

This contract shall commence on September 30, 1992 and will expire on March 30, 1993.

[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, 1992, and January 30, 1993.
- b. A final report which includes the results of the work 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, 1993. In addition, one copy of the final report shall be submitted to the Contracting Officer on March 30, 1993.

(End of Clause)

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 PROJECT OFFICER AUTHORITY (MAR 1987)
ALTERNATE II (MAR 1987)

(a) The Contracting Officer's authorized representative hereafter referred to as the Project Officer for this contract is:

Name: Joseph Muscara

Address: US Nuclear Regulatory Commission
Division of Engineering - NLS-217C
Office of Nuclear Regulatory Research
Washington, DC 20555

Telephone Number: (301) 492-3828

(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 INVOICE REQUIREMENTS

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

US Nuclear Regulatory Commission
Division of Contracts and Property Management
Contract Administration Branch No. 1; P-902
Washington, DC 20555

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

1. Name of the business concern and invoice date.
2. Contract number or other authorization for delivery of

property or services.

3. Description price and quantity of property and services actually delivered or rendered.
4. Shipping and payment terms.
5. Name (where practicable), title, phone number, and complete mailing address of responsible official to whom 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 \$17,999.00 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 contract's discount terms on the face page of the invoice.

(End of Clause)

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 KEY PERSONNEL (JUN 1988)

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

Timothy Tiernan
Dr. Richard W. Brotzman
Dana Majewski

The Contractor agrees that such personnel shall not be removed from the contract work or replaced without compliance with paragraphs b and c hereof.

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 such personnel with personnel of at least substantially equal ability and qualifications.

c. All requests for approval of substitutions hereunder must be in writing and provide a detailed explanation of the circumstances necessitating the proposed substitutions. They contain a complete resume for the proposed substitute, and other information requested by the Contracting Officer to approve or disapprove the proposed substitution. The Contracting Officer will evaluate such requests and promptly notify the Contractor of his/her approval or disapproval thereof in writing.

d. If the Contracting Officer determines that:

(1) Suitable and timely replacement of key personnel who have been reassigned, terminated or have otherwise become unavailable for the contract work is not reasonably forthcoming; or

(2) That the resultant reduction of 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.2 SAFETY, HEALTH, AND FIRE PROTECTION (MAR 1987)

The Contractor shall take all reasonable precautions in the performance of the work under this contract to protect the health and safety of employees and of members of the public 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 and the Department of Labor. In the event that the Contractor fails to comply with these regulations or requirements, the Contracting Officer, may, without prejudice to any other legal or contractual rights of the Commission, issue an order stopping all or any part of the work; thereafter, a start order for resumption of work may be issued at the discretion of the Contracting Officer. The Contractor shall make no claim for an extension of time or for compensation or damages by reason of or in connection with such work stoppage.

[End of Clause]

H.3 PRIVATE USE OF CONTRACT INFORMATION AND DATA (JUN 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.4 CONTRACTOR ORGANIZATIONAL CONFLICTS OF INTEREST (DEC 1991)

(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 Section I, "Scope of Policy," paragraph C, of document entitled "NRC Organizational Conflicts of Interest" (see Section J, List of Attachments).

(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 prior to 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.

(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 at the site or work in the same 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).

(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 Section II, "Definitions," paragraph F, of the document entitled "NRC Organizational Conflicts of Interest" (see Section J, List of Attachments).

(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 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 that comes within the scope of work of the underlying contract. Such disclosure must be made before the submission of a bid or proposal to the utility

or other regulated entity whenever possible, and must be received by the NRC at least 15 days before the proposed award date in any event. The disclosure must include the statement of work 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 such work violates (c)(3), above.

(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 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 Section II, "Definitions," paragraph I, of the document entitled "NRC Organizational Conflicts of Interest" (see Section J, List of Attachments), 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 Section VII, "Waiver," paragraph A, of the document entitled "NRC Organizational Conflicts of Interest" (see Section J, List of Attachments).

(i) Follow-on effort. The contractor shall be ineligible to participate in NRC contracts, subcontracts, or proposals therefore (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, 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 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.5 GOVERNMENT FURNISHED EQUIPMENT/PROPERTY - NONE PROVIDED
(JUN 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 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
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUN 1991
52.215-1	EXAMINATION OF RECORDS BY COMPTROLLER GENERAL	APR 1984
52.215-2	AUDIT - NEGOTIATION	DEC 1989
52.215-26	INTEGRITY OF UNIT PRICES	APR 1991
52.215-31	WAIVER OF FACILITIES CAPITAL COST OF MONEY	SEP 1987
52.215-33	ORDER OF PRECEDENCE	JAN 1986
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
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
52.227-20	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	APR 1989
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

[End of Clause]

I.2 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (SEP 1990)

(a) The Government, at its election, may reduce the price of a fixed-price type contract or contract modification and the total cost and fee under a cost-type contract or contract modification by the amount of profit or fee determined as set forth in paragraph (b) of this clause if the head of the contracting activity or his or her designee determines that there was a violation of subsection 27(a) of the Office of Federal Procurement Policy Act, as amended (41 U.S.C. 423), as implemented in the FAR. In the case of a contract modification, the fee subject to reduction is the fee specified in the particular contract modification at the time of execution, except as provided in subparagraph (b)(5) of this clause.

(b) The price or fee reduction referred to in paragraph (a) of this clause shall be--

(1) For cost-plus-fixed-fee contracts, the amount of the fee specified in the contract at the time of award;

(2) For cost-plus-incentive-fee contracts, the target fee specified in the contract at the time of award, notwithstanding any minimum fee or "fee floor" specified in the contract;

(3) For cost-plus-award-fee contracts--

(i) The base fee established in the contract at the time of contract award;

(ii) If no base fee is specified in the contract, 30 percent of the amount of each award fee otherwise payable to the Contractor for each award fee evaluation period or at each award fee determination point.

(4) For fixed-price-incentive contracts, the Government may--

(i) Reduce the contract target price and contract target profit both by an amount equal to the initial target profit specified in the contract at the time of contract award; or

(ii) If an immediate adjustment to the contract target price and contract target profit would have a significant adverse impact on the incentive price revision relationship under the contract, or adversely affect the contract financing provisions, the Contracting Officer may defer such adjustment until establishment of the total final price of the contract. The total final price established in accordance with the incentive price revision provisions of the contract shall be reduced by an amount equal to the initial target profit specified in the contract at the time of contract award and such reduced price shall be the total final contract price.

(5) For firm-fixed-price contracts or contract modifications, by 10 percent of the initial contract price; 10 percent of the contract modification price; or a profit amount determined by the Contracting Officer from records or documents in existence prior to the date of the contract award or modification.

(c) The Government may, at its election, reduce a prime contractor's price or fee in accordance with the procedures of paragraph (b) of this clause for violations of the Act by its subcontractors by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was first definitively priced.

(d) In addition to the remedies in paragraphs (a) and (c) of this clause, the Government may terminate this contract for default. The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this contract.

[End of Clause]

I.3 52.222-18 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING
PAYMENT OF UNION DUES OR FEES (MAY 1992)

(a) During the term of this contract, the Contractor agrees to post a notice, of such size and in such form as the Secretary of Labor may prescribe, in conspicuous places in and about its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the last sentence shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)):

Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact either a Regional Office of the National Labor Relations Board or: National Labor Relations Board, Division of Information, 1717 Pennsylvania Avenue, N.W., Washington, DC 20570.

(b) The Contractor will comply with all provisions of Executive Order 12800 of April 13, 1992, and related rules, regulations, and orders of the Secretary of Labor.

(c) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (a) or (b) of this clause, this contract may be cancelled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in or adopted pursuant to Executive Order 12800 of April 13, 1992. Such other sanctions or remedies may be imposed as are provided in Executive Order 12800 of April 13, 1992, or by rule, regulation, or order of the Secretary of Labor, or as are otherwise provided by law.

(d) The Contractor will include the provisions of paragraphs (a) through (c) in every subcontract or purchase order entered into in connection with this contract unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 12800 of April 13, 1992, so that

such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any such subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance; provided, however, that if the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

[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	Unclassified Contractor and Grantee Publications in the NUREG Series, Handbook 3.8
4	Publishing Documents in the NUREG Series, NUREG-0650, Revision 1