

<b>AWARD/CONTRACT</b>		1. THIS CONTRACT IS A RATED ORDER UNDER OPAS (15 CFR 350)		RATING		PAGE OF PAGES 1   16	
2. CONTRACT (Proc. Inst. Ident.) NO. NRC-04-85-143		3. EFFECTIVE DATE 9/30/85		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. RES-85-143			
5. ISSUED BY  U.S. Nuclear Regulatory Commission Division of Contracts Washington, DC 20555		CODE		6. ADMINISTERED BY (If other than Item 5)		CODE	
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code)  Linsley, Kraeger Associates, Ltd. ATTN: Dr. Brook Kraeger 527 Bayview Drive Aptos, CA 95003				8. DELIVERY  <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)			
				9. DISCOUNT FOR PROMPT PAYMENT  N/A			
10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN		ITEM		12			
CODE		FACILITY CODE		12. PAYMENT WILL BE MADE BY U.S. Nuclear Regulatory Commission Office of Resource Mgmt, ATTN: GOV/COM Accts Div. of Acctg and Finance, Washington, DC 20555			
11. SHIP TO/MARK FOR  See Section F.2		CODE		CODE			
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:  <input type="checkbox"/> 10 U.S.C. 2304(c)(1) <input checked="" type="checkbox"/> 41 U.S.C. 253(c)(1)				14. ACCOUNTING AND APPROPRIATION DATA  B&R No. 601950 FIN D1663 \$ 239,990			
15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT		
B.1	Accepted as to B.1 of the Schedule						
15G. TOTAL AMOUNT OF CONTRACT						\$ 239,990	
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<input checked="" type="checkbox"/>	G	CONTRACT ADMINISTRATION DATA		<input checked="" type="checkbox"/>	M	EVALUATION FACTORS FOR AWARD	
<input checked="" type="checkbox"/>	H	SPECIAL CONTRACT REQUIREMENTS					
CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE							
17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 2 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. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.			
19A. NAME AND TITLE OF SIGNER (Type or print)  Brook A. Kraeger, Vice President				20A. NAME OF CONTRACTING OFFICER  Patricia A. Smith			
19B. NAME OF CONTRACTOR BY <u>Brook A. Kraeger</u> (Signature of person authorized to sign)		19C. DATE SIGNED 9/27/85		20B. UNITED STATES OF AMERICA BY <u>Patricia A. Smith</u> (Signature of Contracting Officer)		20C. DATE SIGNED 9-24-85	

## Section B - Supplies or Services and Prices/Costs

### B.1 Brief Description of Work

The Contractor shall perform research entitled "A System for Generating Long Streamflow Records for Study of Floods of Long Return Period" in accordance with Section C below.

B.2 Total Estimated Cost ~~XXXXXX~~  
Fixed Fee ~~XXXXXX~~  
Total Estimated Cost Plus Fixed Fee \$239,990

## 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 revised technical proposal dated September 18, 1985, which is incorporated herein and made a part of this contract.

## Section D - Packaging and Marking

### D.1 Packaging and Marking

The Contractor shall use standard commercial packaging for all items to be delivered. On the front of the package, the Contractor shall clearly identify the contract number under which the product is being provided.

## Section E - Inspection and Acceptance

### E.1 FAR Citations

The Contractor shall refer to Section I, Clause No. 52.252-2 for citations incorporated by reference.

## Section F - Deliveries and Performance

### F.1 Reports, Documentation and Other Deliverable End Items

The reports listed below are to be prepared in accordance with NRC Manual Chapter 3202 (Attachment 3).

#### F.1.1 Monthly Business Letters

The Contractor shall submit a written monthly business letter report, in one (1) copy to the Project Officer and one (1) copy to the Contracting Officer, by the 15th of the following month which shall identify the title of the project, the contract number, principal investigator, the contract period of performance, and the reporting period. Each report shall include the following two sections:

1. A Project Status Section, which shall consist of:

- a. A listing of the efforts completed during the period; milestones reached or, if missed, an explanation provided;
  - b. Any problems or delays encountered or anticipated and recommendations for resolution; (if the recommended resolution involves a contract modification, e.g., change in work requirements, level of effort (cost) or schedule delay, a separate letter should be submitted to the Contracting Officer.)
  - c. A summary of progress to date; and
  - d. Plans for the next reporting period.
2. A Financial Status Section, which shall consist of:
    - a. The total estimated cost (value) of the project as reflected in the contract, the amount of funds available in the contract to date, and the balance of funds required to complete the work.
    - b. Detail of all direct and indirect costs incurred during the reporting period for each task.
    - c. Balance of total expenditures during the reporting period and cumulative balance of total expenditures during contract period.

#### F.1.2 Final Report

As specified on page 7 of the revised technical proposal, the contractor shall provide a final report by the end of the performance period.

#### F.2 Place of Delivery

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

##### 1. Copies to Project Officer:

U. S. Nuclear Regulatory Commission  
Attn: Tom Nicholson  
Office of Nuclear Regulatory Research  
Mail Stop: 1130-SS  
Washington, DC 20555

##### 2. Copies to Contracting Officer:

U. S. Nuclear Regulatory Commission  
Attn: Contracting Officer  
Division of Contracts  
Mail Stop: AR-2223  
Washington, DC 20555

F.3 Duration of Contract Period

This contract shall become effective on either the date of award or the effective date as otherwise specified, and shall continue to completion thereof, within twenty-four (24) months after said contract is effective.

F.4 FAR Citations

The Contractor shall refer to Section I, Clause No. 52.252-2 for citations incorporated by reference.

Section G - Contract Administration Data

G.1 Overhead Rates

Pending the establishment of final overhead rates which shall be negotiated based on audit of actual costs not to exceed the ceiling rate of 9% of direct labor, the contractor shall be reimbursed for allowable indirect costs hereunder at the maximum ceiling rate of 10 percent of direct labor costs.

G.2 Technical Direction of the NRC Project Officer

A. Performance of the work under this contract shall be subject to the technical direction of the NRC Project Officer named in Section F. 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."
- F. Project Officer

The individual(s) listed below is (are) 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.

Name and Mail Code: Tom Nicholson (1130-SS)  
Office Address: U.S. Nuclear Regulatory Commission  
Washington, DC 20555  
Telephone Number: (301) 427-4039

G.3 Travel Reimbursement

The contractor will be reimbursed for the following reasonable domestic travel costs incurred and specifically in the performance of this contract not to exceed \$17,675.

1. Per diem shall be reimbursed at a daily rate not to exceed \$50.00. The per diem amount is comprised of lodging expense plus \$23.00 for meals and miscellaneous expense, the total of which shall not exceed the daily rate.
2. When travel is to one of the high-rate geographical areas as detailed in the Federal Travel Regulations, actual subsistence costs shall be reimbursed in accordance with the Federal Travel Regulations.
3. The cost of travel by privately owned automobile shall be reimbursed at the rate of 20.5¢ per mile.
4. The cost of travel by rented automobile shall be reimbursed on a reasonable actual expense basis.
5. All common carrier travel reimbursable hereunder shall be via economy class rates when available. If not available, reimbursement vouchers will be annotated that economy class accommodations were not available. First-class air travel is not authorized.
6. Receipts are required for common carrier transportation, lodging and miscellaneous items in excess of \$25.00.

G.4 Payment Due Date

(a) Payments under this contract will be due 30 calendar days after the later of:

(1) The date of actual receipt of a proper invoice (original and 4 copies) to:

U.S. Nuclear Regulatory Commission  
Division of Accounting and Finance  
Office of Resource Management  
ATTN: GOV/COM Accounts Section  
Washington, D.C. 20555

or

(2) The date the final deliverable product/service is accepted by the Government.

(b) For the purpose of determining the due date for payment and for no other purpose, acceptance will be deemed to occur 30 calendar days after the date of delivery of the final deliverable product/service performed in accordance with the terms of the contract.

(c) If the final product/service is rejected for failure to conform to the technical requirements of the contract, the provisions in paragraph (b) of this clause will apply to the new delivery of the final product/service.

(d) The date of payment by wire transfer through the Treasury Financial Communications System shall be considered the date payment is made for individual payments exceeding \$25,000. The date a check is issued shall be considered the date payment is made for individual payments of \$25,000 or less.

G.5 Invoice Requirements

Invoices shall be submitted in an original and 4 copies to:

U.S. Nuclear Regulatory Commission  
Division of Accounting and Finance  
Office of Resource Management  
ATTN: GOV/COM Accounts Section  
Washington, D.C. 20555.

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

(1) Name of the business concern and invoice date.

(2) Contract number or other authorization for delivery of property or services.

- (3) Description and quantity of property and services actually delivered or rendered, as well as detailed Government cost breakdown and Contractor cost breakdown.
- (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.

## G.7

Interest on Overdue Payments

- (a) The Prompt Payment Act, Public Law 97-177 (96 STAT. 85, 31 USC 1801) is applicable to payment of the expiration invoice under this contract and requires the payment of interest to Contractors on overdue payments of the expiration invoice or improperly taken discounts.
- (b) Determinations of interest due will be made in accordance with the provisions of the Prompt Payment Act and Office of Management and Budget Circular A-125, Vol. 47 Federal Register 37321, August 25, 1982. Among other considerations, OMB Circular A-125 provides that:
  - (1) Interest penalties are not required when payment is delayed because of a disagreement over the amount of payment or other issues concerning compliance with the terms of the contract.
  - (2) Whenever a proper invoice is paid after the due date plus 15 days, interest will be included with the payment at the interest rate applicable on the payment date. Interest will be computed from the day after the due date through the payment date.
- (c) For purposes of this clause, an expiration invoice is defined as a claim submitted for costs incurred for performance through the expiration date of a Cost Type contract.

## G.8

Method of Payment

- (a) Payment under this contract will be made by wire transfer through the Treasury Financial Communications System for each individual payment in excess of \$25,000 and by Treasury check for each individual payment of \$25,000 or less.
- (b) Within seven days after the effective date of the contract, the Contractor shall forward the following information in writing to the Contracting Officer to facilitate wire transfer of contract payments. In the event that the Contractor's financial institution has access to the Federal Reserve Communications System, Contractor shall complete all items except items 7 - 9. In the event the Contractor's financial institution does not have access to the Federal Reserve Communications System, Contractor shall complete all items except item 4.



1. Name and address of organization
  2. Contact person and telephone number
  3. Name and address of financial institution
  4. Financial institutions's 9-digit ABA identifying number for routing transfer of funds
  5. Telegraphic abbreviation of financial institution
  6. Account number at your financial institution your financial institution receives electronic funds transfer messages through, if it does not have access to the Federal Reserve Communications System
  7. Name and address of the correspondent financial institution your financial institution receives electronic funds transfer messages through, if it does not have access to the Federal Reserve Communications System
  8. Correspondent financial institution 9-digit ABA identifying number for routing transfer of funds
  9. Telegraphic abbreviation of correspondent financial institution
  10. Signature and title of person supplying this information
- (c) Any changes to the information furnished under paragraph (b) of this clause shall be furnished to the Contracting Officer in writing. It is the Contractor's responsibility to furnish these changes promptly to avoid payments to erroneous bank accounts.

#### Section H - Special Contract Requirements

##### H.1 Key Personnel

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

Dr. Delbert Franz  
Dr. Brook A. Kraeger

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 or his authorized representative, 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 must contain a complete resume for the proposed substitute, and other information requested by the Contracting Officer or needed by him to approve or disapprove the proposed substitution. The Contracting Officer or his authorized representative will evaluate such requests and promptly notify the Contractor of his approval or disapproval thereof in writing.

(d) If the Contracting Officer determines that 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 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, or, at the discretion of the Contracting Officer if he 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.

## H.2 Safety, Health, and Fire Protection

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 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 said 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.

## H.3 Dissemination of Contract Information (OMB Clearance Number 3150-0112)

The Contractor shall not publish, permit to be published, or disseminate to the public any information, oral or written, concerning the work performed under this contract without the prior written consent of the Contracting Officer. Two copies of any information proposed to be published or disseminated shall be submitted to the Contracting Officer. Failure to comply with this clause shall be grounds for termination of this contract.

## H.4 Private Use of Contract Information and Data

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

H.5 Drawings, Designs, and Specifications

All drawings, sketches, designs, design data, specifications, notebooks, technical and scientific data, and all photographs, negatives, reports, findings, recommendations, data and memoranda of every description relating thereto, as well as all copies of the foregoing relating to the work or any part thereto, shall be subject to inspection by the Commission at all reasonable times (for which inspection the proper facilities shall be afforded the Commission by the Contractor and its subcontractors), shall be the property of the Government and may be used by the Government for any purpose whatsoever without any claim on the part of the Contractor and its subcontractors and vendors for additional compensation and shall, subject to the right of the Contractor to retain a copy of said material for its own use, be delivered to the Government, or otherwise disposed of by the Contractor either as the Contracting Officer may from time to time direct during the progress of the work or in any event as the Contracting Officer shall direct upon completion or termination of this contract. The Contractor's right of retention and use shall be subject to the security, patent, and use of information provisions, if any, of this contract.

H.6 Proprietary Data and Confidential Information

In connection with the performance of the work under this contract, the Contractor may be furnished, or may develop or acquire, proprietary data (trade secrets) or confidential or privileged technical, business, or financial information, including Commission plans, policies, reports, financial plans, internal data protected by the Privacy Act of 1974 (P.L. 93-579), or other information which has not been released to the public or has been determined by the Commission to be otherwise exempt from disclosure to the public. Contractor agrees to hold such information in confidence and not to directly or indirectly duplicate, disseminate, or disclose such information in whole or in part to any other person or organization except as may be necessary to perform the work under this contract. Contractor agrees to return such information to the Commission or otherwise dispose of it either as the Contracting Officer may from time to time direct during the progress of the work or in any event as the Contracting Officer shall direct upon completion or termination of this contract. Failure to comply with this clause shall be grounds for termination of this contract.

H.7 Contractor Organizational Conflicts of Interest (OMB Clearance Number 3150-0112)

(a) Purpose. The primary purpose of this clause is to aid in ensuring that the Contractor: (1) Is not placed on a conflicting role because of current or planned interest (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 herein shall apply to performance or participation by the Contractor as defined in 41 CFR §20-1.5402(f) in the activities covered by this clause.

(c) Work for Others. Notwithstanding any other provision of this contract, during the term of this contract, the Contractor agrees to forgo entering into consulting or other contractual arrangements with any firm or organization, the result of which may give rise to a conflict of interest with respect to the work being performed under this contract. The Contractor shall ensure that all employees who are employed full time under this contract and employees designated as key personnel, if any, under this contract abide by the provision of this clause. If the Contractor believes with respect to itself or any such employee that any proposed consultant or other contractual arrangement with any firm or organization may involve a potential conflict of interest, the Contractor shall obtain the written approval of the Contracting Officer prior to execution of such contractual arrangement.

(d) Disclosure after award.

(1) The Contractor warrants that to the best of its knowledge and belief and except as otherwise set forth in this contract, it does not have any organizational conflicts of interest, as defined in 41 CFR 20-1.5402(a).

(2) The Contractor agrees that if after award it discovers organizational conflicts of interest with respect to this contract, it shall make an immediate and full disclosure in writing to the Contracting Officer. This statement shall include a description of the action which the Contractor has taken or proposes to take to avoid or mitigate such conflicts. The NRC may, however, terminate the contract for convenience if it deems such termination to be in the best interests of the Government.

(e) Access to and use of information.

(1) If the Contractor in the performance of this contract obtains access to information, such as NRC plans, policies, reports, studies, financial plans, internal data protected by the Privacy Act of 1974 (Pub. L. 93-579), or data which has not been released to the public, the Contractor agrees not to:

(i) Use such information for any private purpose until the information has been released to the public;

(ii) compete for work for the Commission based on such information for a period of six (6) months after either the completion of this contract or the release of such information to the public, whichever is first;

(iii) submit an unsolicited proposal to the Government based on

such information until one year after the release of such information to the public, or

- (iv) release the information without prior written approval by the Contracting Officer unless such information has previously been released to the public by the NRC.

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

(3) The Contractor shall have, subject to patent and security provisions of this contract, the right to use technical data it produces under this contract for private purposes provided that all requirements of this contract have been met.

(f) Subcontracts. Except as provided in 41 CFR 20-1.5402(h), the Contractor shall include this clause, including this paragraph, in subcontracts of any tier. The terms "contract," "Contractor," and "Contracting Officer," shall be appropriately modified to preserve the Government's rights.

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

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



## PART II - CONTRACT CLAUSES

## Section I - Contract Clauses

## 52.222-2 PAYMENT FOR OVERTIME PREMIUMS. (APR 1984)

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed \$0. In addition to this dollar ceiling, overtime is permitted only for work--

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

(End of clause)

(R 7-203.27 1967 JUN)

## 52.252-2 CLAUSES INCORPORATED BY REFERENCE. (APR 1984)

This contract incorporates the following 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

## Section E

## 52.246-5 INSPECTION OF SERVICES--COST-REIMBURSEMENT. (APR 1984)

## Section F

## 52.212-13 STOP-WORK ORDER.-- Alternate 1 (APR 1984)

## Section I

52.202-1 DEFINITIONS. (APR 1984)  
52.203-1 OFFICIALS NOT TO BENEFIT. (APR 1984)  
52.203-3 GRATUITIES. (APR 1984)  
52.203-5 COVENANT AGAINST CONTINGENT FEES. (APR 1984)  
52.215-1 EXAMINATION OF RECORDS BY COMPTROLLER GENERAL. (APR 1984)  
52.215-2 AUDIT--NEGOTIATION. (APR 1984)  
52.215-22 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA. (APR 1984)  
52.215-24 SUBCONTRACTOR COST OR PRICING DATA. (APR 1985)  
52.215-31 WAIVER OF FACILITIES CAPITAL COST OF MONEY. (APR 1984)  
52.216-7 ALLOWABLE COST AND PAYMENT. (APR 1984)  
52.216-8 FIXED FEE. (APR 1984)  
52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS AND SMALL DISADVANTAGED BUSINESS CONCERNS. (APR 1984)  
52.219-13 UTILIZATION OF WOMEN-OWNED SMALL BUSINESSES. (APR 1984)  
52.220-3 UTILIZATION OF LABOR SURPLUS AREA CONCERNS. (APR 1984)  
52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES. (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)  
52.223-2 CLEAN AIR AND WATER. (APR 1984)  
52.227-1 AUTHORIZATION AND CONSENT. (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). (APR 1984)  
52.228-7 INSURANCE LIABILITY TO THIRD PERSONS. (APR 1984)  
52.232-17 INTEREST. (APR 1984)  
52.233-1 DISPUTES. (APR 1984)  
52.242-1 NOTICE OF INTENT TO DISALLOW COSTS. (APR 1984)  
52.242-2 PRODUCTION PROGRESS REPORTS. (APR 1984)  
52.243-2 CHANGES--COST-REIMBURSEMENT. (APR 1984)--Alternate I. (APR 1984)  
52.244-2 SUBCONTRACTS UNDER COST-REIMBURSEMENT AND LETTER CONTRACTS. (APR 1984)  
52.244-5 COMPETITION IN SUBCONTRACTING. (APR 1984)  
52.245-5 GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS). (APR 1984)--Alternate I. (APR 1984)  
52.246-25 LIMITATION OF LIABILITY--SERVICES. (APR 1984)  
52.247-63 PREFERENCE FOR U.S.-FLAG AIR CARRIERS. (APR 1984)  
52.249-6 TERMINATION (COST-REIMBURSEMENT). (APR 1984)  
52.249-14 EXCUSABLE DELAYS. (APR 1984)  
52.233-3 PROTESTS AFTER AWARD -- ALTERNATE I (JUNE 1985)

PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

Section J - List of Attachments

<u>Attachment Number</u>	<u>Title</u>
1	NRC Organization Chart
2	NRC Contractor Organizational Conflicts of Interest (41 CFR Part 20)
3	NRC Manual Chapter 3202
4	Billing Instructions
5	Contractor's Revised Technical Proposal dated September 18, 1985