



UNITED STATES  
NUCLEAR REGULATORY COMMISSION

WASHINGTON, D.C. 20555-0001

May 23, 2000

OFFERORS:

SUBJECT: REQUEST FOR PROPOSAL NO. RS-NRR-00-002 ENTITLED, "Generic Fundamentals Examination Section (GFES)"

The U.S. Nuclear Regulatory Commission (NRC) is soliciting proposals for the project entitled above. The full scope of work anticipated is as set forth in Part I, Schedule.

It is our intention by this solicitation to secure the best qualified organization available to perform this project, cost and other factors considered.

The solicitation package is enclosed. If you desire to respond, your proposal should address the proposal requirements set forth in Section L of the solicitation. All proposals will be evaluated against the evaluation criteria shown in Part IV, Section M. Please note, oral presentations are required.

If you have any questions concerning the requirements of this solicitation, please contact Yvette Brown, Contract Specialist, on (301) 415-6507 (collect calls will not be accepted).

Sincerely,

*for Joyce A. Fields*

Sharon D. Stewart, Contracting Officer  
Division of Contracts and Property Management  
Office of Administration

Enclosure:  
As stated

2. CONTRACT NUMBER	3. SOLICITATION NUMBER NRR-00-002	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED 05/23/2000	6. REQUISITION/PURCHASE NUMBER NRR-00-002
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7. ISSUED BY U.S. Nuclear Regulatory Commission Division of Contracts and Property Mgt. Attn: Yvette Brown - Mail Stop T-7-I-2 Contract Management Branch 2 Washington DC 20555	CODE	8. ADDRESS OFFER TO (If other than Item 7)
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NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

### SOLICITATION

9. Sealed offers in original and 3 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in Item 7 until 3:30 p.m. local time 06/23/2000  
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All Offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME Yvette Brown	B. TELEPHONE (NO COLLECT CALLS) AREA CODE NUMBER EXT. 301-415-6507	C. E-MAIL ADDRESS yrb@nrc.gov
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	B	SUPPLIES OR SERVICES AND PRICES/COSTS		PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
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	H	SPECIAL CONTRACT REQUIREMENTS					

### OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within \_\_\_\_\_ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52-232-8)	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)
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14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
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15B. TELEPHONE NUMBER AREA CODE NUMBER EXT.	<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE	17. SIGNATURE	18. OFFER DATE
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### AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION
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22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(a) ( ) <input type="checkbox"/> 41 U.S.C. 252(c) ( )	23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)      ITEM
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24. ADMINISTERED BY (If other than Item 7)      CODE	25. PAYMENT WILL BE MADE BY      CODE
	U.S. Nuclear Regulatory Commission Office of the Chief Financial Officer Attn: GOV/COM Acctng. Section T-9H4 Washington DC 20555

26. NAME OF CONTRACTING OFFICER (Type or print)  Sharon D. Stewart	27. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	28. AWARD DATE
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## PART I - THE SCHEDULE

**SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS****B.1 PROJECT TITLE**

The title of this project is as follows:

Generic Fundamentals Examination

**B.2 BRIEF DESCRIPTION OF WORK (MAR 1987)**

The contractor shall provide specialized technical assistance to support the NRC in the development and administration of the Generic Fundamentals Examinations Section (GFES) examinations. Assistance includes maintenance of a computerized bank of Boiling Water Reactor (BWR) and Pressurized Water Reactor (PWR) questions, development, distribution, and administration of the BWR and PWR GFES examinations, grading and analysis of the examination, preparation of a report detailing the results of the examinations, and development and presentation of recommendations for improving the GFES examination process.

**B.3 CONSIDERATION AND OBLIGATION--COST PLUS FIXED FEE  
(JUN 1988) ALTERNATE I (JUN 1991)**

(a) The total estimated cost to the Government for full performance of this contract is \*, of which the sum of \* represents the estimated reimbursable costs, and of which \* represents the fixed fee.

(b) There shall be no adjustment in the amount of the Contractor's fixed fee by reason of differences between any estimate of cost for performance of the work under this contract and the actual cost for performance of that work.

(c) The amount currently obligated by the Government with respect to this contract is \*, of which the sum of \* represents the estimated reimbursable costs, and of which \* represents the fixed fee.

(d) It is estimated that the amount currently allotted will cover performance through \*.

**SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK****C.1 BACKGROUND**

The U.S. Nuclear Regulatory Commission (NRC) developed the Generic Fundamentals Examination Section (GFES) of the written Operator Licensing Examination to test candidates for NRC Operator Licenses on basic 'building block' knowledge applicable to all candidates across a particular reactor type, either Pressurized Water Reactor (PWR) or Boiling Water Reactor (BWR). The examination consists of 100 questions based on knowledge classified in the Catalog of Knowledge and Abilities (K/A): Pressurized Water Reactors (PWR K/A catalog) (NUREG-1122) and the Catalog of Knowledge and Abilities: Boiling Water Reactors (BWR K/A catalog) (NUREG-1123). Currently, the NRC administers BWR and PWR GFES examinations three times per year, on the Wednesday following the first Sunday of February, June, and October.

**C.2 CONTRACT OBJECTIVE**

The objective of this contract is to obtain specialized technical assistance to support the NRC in the administration of the GFES examinations. Specific assistance includes maintenance of a computerized bank of BWR and PWR GFES questions (both validated and non-validated), preparation and distribution of the BWR and PWR GFES examination, grading and evaluation (analysis) of the administered GFES examinations, preparation of an examination report detailing the results of the examination, preparation of national and regional performance and cumulative syntheses of examination data, and development and presentation of recommendations for improving the GFES examination process.

**C.3 TECHNICAL AND OTHER SPECIAL QUALIFICATIONS REQUIRED**

Participants in this contract shall be subject matter experts in the field of testing and measurement, with emphasis on psychometrics and test item development, review, and validation procedures. In addition, the contractor shall have knowledge and experience in statistical analysis to include, but not be limited to, content and predictive validity assessment, reliability assessment, item analysis and item discrimination ratios, difficulty indices, and descriptive statistics. In addition, the contractor shall have demonstrated past experience in the development and maintenance of examination item banks as well as experience in the design, development, administration, scoring of examinations, and in the issuance of grade and statistical reports for regional and national examination projects.

**C.4 WORK REQUIREMENTS AND SCHEDULE**

The contractor shall perform the tasks listed below.

#### A. Task 1 - Item Bank Maintenance

The contractor shall maintain validated and non-validated test items in BWR and PWR computerized question banks. Validated questions shall include individual item statistics such as dates administered, mean scores, and IDRs. The contractor shall provide the NRC with updated copies, both hard copy and computer diskette, (ASCII format), of the BWR and PWR GFES banks two months following examination administration.

#### B. Task 2 - Examination Development

GFES examinations are scheduled to be administered three times yearly in each year of the three year contract to both BWR and PWR candidates for NRC operator licenses. The GFES examinations are to be administered on the Wednesday following the first Sunday in the months of February, June, and October. The contractor shall be required to develop 18 GFES examinations (9 BWR and 9 PWR) over the life of this contract in the months as follows:

February 2001, June 2001 and October 2001  
February 2002, June 2002 and October 2002  
February 2003, June 2003 and October 2003

The contractor shall generate examination outlines in accordance with the following NRC guidance:

Each examination shall consist of 100 test items. No more than 2 percent of the questions may be from the immediately preceding examination, and 80 percent of the questions will be validated questions derived from preceding examinations, 10 percent of the questions must be non-validated questions which may be modified from previous bank items, and 10 percent of the questions must be new and written at the comprehension and analysis cognitive levels. Validated test items will be drawn from the respective Institute of Nuclear Plant Organizations (INPO) BWR and PWR Generic Fundamentals Examination Catalogs and from the NRC GFES validated test bank. In addition, the Above INPO catalogs shall be used as primary source material for generating non-validated questions; however, 10 (ten) of the non validated test items may be derived from sources outside of the catalog to ensure coverage of exam-specific technical areas.

The contractor shall generate an examination outline in accordance with the NRC guidance and NUREG-1021, Operator Licensing Examiner Standards, ES-205 when developing test items.

The contractor shall draft PWR and BWR GFES examinations and pilot test the exams on a representative sample of NRC contractor examiners. The contractor shall grade the pilot test answer sheets and perform a final overall psychometric and technical review of the examinations.

The contractor shall forward complete draft examinations to the NRC 45 calendar days prior to the planned administration date. The NRC will conduct a review of the examination and provide comments to the contractor within one week.

The contractor shall supply a final examination to the NRC for approval 20 calendar days prior to the planned administration date. NRC will review the examination, resolve necessary changes with the contractor, and approve the final examination at least 15 calendar days prior to the planned administration date.

Following NRC approval, the contractor shall develop two forms "A" and "B" of each examination (PWR and BWR) containing the approved questions in different order.

#### C. Task 3 - Copying and Shipping Examinations

The contractor will follow the guidance provided in NUREG-1021, Operator Licensing Examiner Standards, ES-205, in the administration of the examination. The contractor shall develop sufficient copies of each form of each examination to support administration to all examination participants. The NRC will provide the contractor with the number of planned participants along with the shipping addresses. The contractor shall ship the examination copies, along with blank answer sheets and instructions to the proctors and to their addresses provided, six working days prior to the planned administration date. NRC will supply the contractor with an initial stock of blank answer sheets along with the address for obtaining more when necessary.

#### D. Task 4 - Examination Grading

The contractor shall grade the examinations. If necessary, the NRC will supply the contractor with an Optical Mark Reader (OMR) scanner, and PARSCORE software. As a part of the grading process, the contractor shall review and respond to the NRC regarding proposed resolutions to any post examination facility comments. Recommendations for grading changes, along with justification, shall be presented to the NRC for approval. Final grades shall be forwarded to the NRC (Headquarters and Regions) within 18 calendar days following receipt of post examination facility comments. In case of scanner failure the contractor shall grade the examinations by hand and forward the final results to the NRC within 30 calendar days following the receipt of answer sheets from all participants.

#### E. Task 5 - Item Statistics/Examination Evaluation

Within 48 calendar days of the receipt of the answer sheets from all participants the contractor shall provide the NRC with a comprehensive evaluation report detailing the reliability and the validity of the examination, discussing the technically oriented statistics, and giving recommendations for both overall examination improvement and individual test item improvement.

#### F. Task 6 - Test Item Development Process Improvements

Within 30 days following the receipt of the initial contract materials from the NRC, the contractor shall make recommendations for improvements in the overall processes, governed by this contract. The recommendations shall include, but not be limited to,

recommendations for item development and review forms, procedures, statistics (including item analyses), software improvements, hardware improvements, and others as needed. The contractor shall submit these recommendations in the form of a draft revision to the Nuclear Regulatory Commission Generic Fundamentals Examination Standardized Analysis Plan.

#### G. Task 7 - Develop and Maintain a Test Bank Website

The contractor shall develop a website that contains the entire GFES test bank. The bank will consist of two separate BWR and PWR banks and include validated test items only. The BWR and PWR test banks shall be separately maintained and organized by category of item: components, reactor theory, and thermodynamics. Each validated test item shall contain, at the minimum, the item K/A reference number and its numerical importance value in accordance with the Catalog of Knowledge and Abilities: Pressurized Water Reactors (PWR K/A catalog) (NUREG-1122) and the Catalog of Knowledge and Abilities: Boiling Water Reactors (BWR K/A catalog) (NUREG-1123). The contractor shall maintain the test bank website and users who enter the NRC website shall have the capability of hyperlinking from the NRC website to the contractor website to view/copy the bank. The contractor shall develop website security precautions to prevent the influence of any outside persons or entity, other than the contractor, from tampering or altering test bank items. The contractor shall update the website annually with new validated test items.

#### C.5 LEVEL OF EFFORT AND PERIOD OF PERFORMANCE

The level of effort is estimated at approximately 5.1 profession staff years over a three year period.

#### C.6 DELIVERABLES

##### Task 1 - Item Bank Maintenance

Updated copies (hard copy and computer diskette) of the BWR and PWR GFES item question bank two months following each examination administration.

##### Task 2 - Examination Development

Proposed PWR GFES 45 days prior to February 2001 administration date

Proposed BWR GFES 45 days prior to February 2001 administration date

Final PWR GFES 20 calendar days prior to February 2001 administration date

Final BWR GFES 20 calendar days prior to February 2001 administration date

Proposed PWR GFES 45 days prior to June 2001 administration date

Proposed BWR GFES 45 days prior to June 2001 administration date

Final PWR GFES 20 calendar days prior to June 2001 administration date

Final BWR GFES 20 calendar days prior to June 2001 administration date

Proposed PWR GFES 45 days prior to October 2001 administration date

Proposed BWR GFES 45 days prior to October 2001 administration date

Final PWR GFES 20 calendar days prior to October 2001 administration date

Final BWR GFES 20 calendar days prior to October 2001 administration date

Proposed PWR GFES 45 days prior to February 2002 administration date

Proposed BWR GFES 45 days prior to February 2002 administration date

Final PWR GFES 20 calendar days prior to February 2002 administration date

Final BWR GFES 20 calendar days prior to February 2002 administration date

Proposed PWR GFES 45 days prior to June 2002 administration date

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Proposed PWR GFES 45 days prior to October 2002 administration date

Proposed BWR GFES 45 days prior to October 2002 administration date

Final PWR GFES 20 calendar days prior to October 2002 administration date

Final BWR GFES 20 calendar days prior to October 2002 administration date

Proposed PWR GFES 45 days prior to February 2003 administration date

Proposed BWR GFES 45 days prior to February 2003 administration date

Final PWR GFES 20 calendar days prior to February 2003 administration date

Final BWR GFES 20 calendar days prior to February 2003 administration date

Proposed PWR GFES 45 days prior to June 2003 administration date

Proposed BWR GFES 45 days prior to June 2003 administration date

Final PWR GFES 20 calendar days prior to June 2003 administration date

Final BWR GFES 20 calendar days prior to June 2003 administration date

Proposed PWR GFES 45 days prior to October 2003 administration date

Proposed BWR GFES 45 days prior to October 2003 administration date

Final PWR GFES 20 calendar days prior to October 2003 administration date

Final BWR GFES 20 calendar days prior to October 2003 administration date

#### Task 4 - Examination Grading

Final examination grading within 18 calendar days following receipt of post-examination facility comments

#### Task 5 - Item Statistics/Examination Evaluation

Comprehensive item statistics/examination evaluation within 48 calendar days of receipt of the GFES answer evaluation report sheets from participating facilities

#### Task 6 - Test Item Development Process Improvements

Recommendations regarding test item development process improvements within 30 days of receipt of initial contract for improvements materials from NRC

#### Task 7 - Develop and Maintain a Test Item Bank Website

Develop an operational test item bank website that can be hyperlinked from the NRC website within 90 days of receipt of initial contract.

PWR Test Item Banks to be developed and hyperlinked from the NRC website  
BWR Test Item Banks to be developed and hyperlinked from the NRC website

Maintain/update the website with additional validated test bank items within 30 days following each contract year as follows:

PWR 30 days following the October 2001 examinations

BWR 30 days following the October 2001 examinations

PWR 30 days following the October 2002 examinations

BWR 30 days following the October 2002 examinations

PWR 30 days following the October 2003 examinations

BWR 30 days following the October 2003 examinations

#### **C.7 MEETING AND TRAVEL**

NRC anticipates the following travel in support of this contract.

One, one-person, two-day trip to Rockville, Maryland one week after contract award for orientation and exchange of materials.

Semi-annual, two-person, half-day trips to Rockville, Maryland for briefing on contract status (12 trips).

One, one-person, one-day trip to Rockville, Maryland to brief Division and Branch Management on contract results and accomplishments.

#### **C.8 NRC FURNISHED MATERIALS**

NRC shall provide the current computerized bank of validated and non-validated BWR and PWR test items, NUREG-1122 "Catalog of Knowledge and Abilities: Pressurized Water Reactors (PWR K/A catalog), NUREG-1123 "Catalog of Knowledge and Abilities: Boiling Water Reactors (BWR K/A catalog), NUREG-1021, "Operator Licensing Examiner Standards," Institute of Nuclear Power Operations (INPO) BWR and PWR Generic Fundamentals Examination catalogs, an initial supply of blank examination answer sheets, and as necessary, an Optical Mark Reader Scanner and PARSCORE software.

#### **C.9 OTHER APPLICABLE INFORMATION**

##### **1. License Fee Recovery**

The work under this contract is license fee recoverable.

##### **2. Requirements for Use of Microcomputers**

These requirements cover the use of microcomputers to produce machine-readable contract deliverables. The purpose of the guidelines is to assure that such deliverables (e.g., programs, documents, graphs, data, etc.) will be useable on NRC equipment.

a. All deliverables intended for use on NRC microcomputers should meet the following criteria:

1. All diskettes should be capable of use on an IBM PC using one of the software packages supported by the NRC (see b. below).

2. In particular, documents (e.g., reports) should be produced with Wordperfect word processing software. This will allow them to be used both on NRC microcomputers and work processing equipments.

3. Failing criteria 1 or 2 above, data or text should be produced as ASCII files in standard IBM PC diskette format.

b. Microcomputer software supported by the NRC:

Operating System:	PC DOS
Programming Language:	BASIC
Data Base:	dBase III
Spreadsheet:	LOTUS 1-2-3
Graphics:	HARVARD GRAPHICS
Project Management:	SUPER PROJECT
Word Processing:	WORD PERFECT
Communications:	CROSSTALK (asynchronous)

**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.

**SECTION E - INSPECTION AND ACCEPTANCE****E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
52.246-5	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) INSPECTION OF SERVICES--COST-REIMBURSEMENT	APR 1984

**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.

**SECTION F - DELIVERIES OR PERFORMANCE****F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
52.242-15	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) STOP-WORK ORDER	AUG 1989
52.247-34	ALTERNATE I (APR 1984) F.O.B. DESTINATION	NOV 1991

**F.2 2052.211-70 PREPARATION OF TECHNICAL REPORTS (JAN 1993)**

All technical reports required by Section C and all Technical Progress Reports required by Section F are to be prepared in accordance with the attached Management Directive 3.8, "Unclassified Contractor and Grantee Publications in the NUREG Series." Management Directive 3.8 is not applicable to any Contractor Spending Plan (CSP) and any Financial Status Report that may be included in this contract. (See List of Attachments).

**F.3 2052.211-71 TECHNICAL PROGRESS REPORT (JAN 1993)**

The contractor shall provide a monthly Technical Progress Report to the project officer and the contracting officer. The report is due within 15 calendar days after the end of the report period and must identify the title of the project, the contract number, appropriate financial tracking code specified by the NRC Project Officer, project manager and/or principal investigator, the contract period of performance, and the period covered by the report. Each report must include the following for each discrete task/task order:

(a) A listing of the efforts completed during the period, and 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, the contractor shall submit a separate letter to the contracting officer identifying the required change and estimated cost impact.

- (c) A summary of progress to date; and
- (d) Plans for the next reporting period.

#### **F.4 2052.211-72 FINANCIAL STATUS REPORT (DATE)**

The contractor shall provide a monthly Financial Status Report (FSR) to the project officer and the contracting officer. The FSR shall include the acquisition of, or changes in the status of, contractor-held property acquired with government funds valued at the time of purchase at \$50,000 or more. Whenever such property changes occur, the contractor shall send a copy of the report to the Chief, Property and Acquisition Oversight Branch, Office of Administration. The report is due within 15 calendar days after the end of the report period and must identify the title of the project, the contract number, the appropriate financial tracking code (e.g., Job Code Number or JCN) specified by the NRC Project Officer, project manager and/or principal investigator, the contract period of performance, and the period covered by the report. Each report must include the following for each discrete task:

- (a) Total estimated contract amount.
- (b) Total funds obligated to date.
- (c) Total costs incurred this reporting period.
- (d) Total costs incurred to date.
- (e) Detail of all direct and indirect costs incurred during the reporting period for the entire contract or each task, if it is a task ordering contract.
- (f) Balance of obligations remaining.
- (g) Balance of funds required to complete contract/task order.
- (h) Contractor Spending Plan (CSP) status: A revised CSP is required with the Financial Status Report whenever the contractor or the contracting o

(1) Projected percentage of completion cumulative through the report period for the project/task order as reflected in the current CSP.

(2) Indicate significant changes in the original CSP projection in either dollars or percentage of completion. Identify the change, the reasons for the change, whether there is any projected overrun, and when additional funds would be required. If there have been no changes to the original NRC-approved CSP projections, a written statement to that effect is sufficient in lieu of submitting a detailed response to item "h".

(i) Property status:

(1) List property acquired for the project during the month with an acquisition cost between \$500 and \$49,999. Give the item number for the specific piece of equipment.

(2) Provide a separate list of property acquired for the project during the month with an acquisition cost of \$50,000 or more. Provide the following information for each item of property: item description or nomenclature, manufacturer, model number, serial number, acquisition cost, and receipt date. If no property was acquired during the month, include a statement to that effect. Note: The same information shall be provided for any component or peripheral equipment which is part of a "system or system unit."

(3) For multi-year projects, in the September monthly financial status report provide a cumulative listing of property with an acquisition cost of \$50,000 or more showing the above information.

(4) In the final financial status report provide a closeout property report containing the same elements as described above for the monthly financial status reports, for all property purchased with NRC funds regardless of value unless title has been vested in the contractor. If no property was acquired under the contract, provide a statement to that effect. The report should note any property requiring special handling for security, health, safety, or other reasons as part of the report.

(j) Travel status: List the starting and ending dates for each trip, the starting point and destination, and the traveler(s) for each trip.

(k) If the data in this report indicates a need for additional funding beyond that already obligated, this information may only be used as support to the official request for funding required in accordance with the Limitation of Cost (LOC) Clause (FAR 52.232-20) or the Limitation of Funds (LOF) Clause FAR 52.232-22.

**F.5 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 (2 copies)

Office of Nuclear Reactor Regulation Division of Inspection  
Program Management Mail Stop O-9 D14 (PROJ-OFFICER-ADD1)  
(PROJ-OFFICER-ADD2) (PROJ-OFFICER-ADD3) (PROJ-OFFICER-ADD4)

(b) Contracting Officer (1 copy)

**F.6 RESOLVING NRC CONTRACTOR DIFFERING PROFESSIONAL VIEWS (DPVs)**

The Nuclear Regulation Commission's (NRC) policy is to support the contractor's expression of professional health and safety related concerns associated with the contractor's work for NRC that (1) may differ from a prevailing NRC staff view, (2) disagree with an NRC decision or policy position, or (3) take issue with proposed or established agency practices. An occasion may arise when an NRC contractor, contractor's personnel, or subcontractor personnel believes that a conscientious expression of a competent judgement is required to document such concerns on matters directly associated with its performance of the contract. The procedure that will be used provides for the expression and resolution of differing professional views (DPVs) of health and safety related concerns associated with the mission of the agency by NRC contractors, contractor personnel or subcontractor personnel on matters directly associated with its performance of the contract, may be found in Section J of the solicitation. The contractor shall provide a copy of the NRC DPV procedure to all of its employees performing under this contract and to all subcontractors who shall, in turn, provide a copy of the procedure to its employees. NOTE: The prime contractor or subcontractor shall submit all DPV's received by need not endorse them.

**F.7 DURATION OF CONTRACT PERIOD (MAR 1987)**

This contract shall commence on \* and will expire \*.

**F.8 RELATIONSHIP TO OTHER PROJECTS**

Job Control Number J-2514, "Generic Fundamentals Examination Section (GFES)," NRC Contract No. NRC-03-97-025, preceded this program, J-2846

JCN: J2072, "Generic Fundamentals Examination Section (GFES)," NRC Contract No. NRC-03- 95-035, preceded JCN: J2514

JCN: L1920, "Generic Fundamentals Examination Section (GFES)," NRC Contract No. NRC-03- 92-030, preceded JCN: J2072

**F.9 CONFLICT OF INTEREST INFORMATION**

The contractor shall certify that individuals assigned to work on this project do not have a potential conflict of interest. For example, an individual will not be assigned to a facility for which he or she owns the utility's stock, or has other significant financial interest, was recently employed, or has immediate family members employed. The guidance in NUREG-1021, ES- 201, "Pre-examination Activities," for examiner activities at sites where they were previously employed applies. The use of contractors in a personal way, that is, forming an employer- employee relationship,

or one that fosters such a relationship, is prohibited.

#### **F.10 EXPECTED CLASSIFICATION OR SENSITIVITY**

The contractor shall consider written reports to be informal draft reports, that contain sensitive unclassified information. While preparing reports, the contractor shall handle the reports as "Official Use Only" documents. If the contractor obtains proprietary or company confidential data for this contract, the contractor shall agree not to release such information in accordance with 10 CFR 2.790 and not to release such information to any person not directly involved in performing work under this contract unless such release is authorized in writing by the NRC contracting officer. On completing or terminating this contract, the contractor shall return to the NRC all copies of any such proprietary confidential data.

#### **F.11 OTHER CATEGORIES OF COST**

Common costs are those costs incurred for efforts such as preparatory or startup efforts to interpret and reach agreement on methodology, approach, or regulatory position; meetings and discussions involving the above efforts to provide orientation, background knowledge, or guidance at the beginning or during performance of work; and any technical effort applied to a category of facilities. The contractor shall distribute common costs equally to each facility for which the effort applies, except for those multi-unit facilities that have more than one nuclear steam supply system (NSSS) vendor. For common-cost distribution, the following units are considered separate facilities:

Arkansas Nuclear 1	Indian Point 2	Nine Mile Point 1
Arkansas Nuclear 2	Indian Point 3	Nine Mile Point 2
Beaver Valley 1	Millstone 1	
Beaver Valley 2	Millstone 2	Millstone 3

**SECTION G - CONTRACT ADMINISTRATION DATA****G.1 2052.215-71 PROJECT OFFICER AUTHORITY (DATE)**

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

Name: \*

Address: \*

Telephone Number: \*

(b) Performance of the work under this contract is subject to the technical direction of the NRC project officer. 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, authorizes travel which was unanticipated in the Schedule (i.e., travel not contemplated in the Statement of Work or changes to specific travel identified in the Statement of Work), fills in details, or otherwise serves to accomplish the contractual statement of work.

(2) Provide advice and guidance 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.

(c) Technical direction must be within the general statement 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 work outside the general scope of the contract.

(2) Constitutes a change as defined in the "Changes" clause of this contract.

(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.

(5) Terminates the contract, settles any claim or dispute arising under the contract, or issues any unilateral directive whatever.

(d) All technical directions must be issued in writing by the project officer or must be confirmed by the project officer in writing within ten (10) working days after verbal issuance. A copy of the written direction must be furnished to the contracting officer. A copy of NRC Form 445, Request for Approval of Official Foreign Travel, which has received final approval from the NRC must be furnished to the contracting officer.

(e) The contractor shall proceed promptly with the performance of technical directions duly issued by the project officer in the manner prescribed by this clause and within the project officer's authority under the provisions of this clause.

(f) 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 paragraph (c) of this section, the contractor may not proceed but shall notify the contracting officer in writing within five (5) working days after the receipt of any instruction or direction and shall request the contracting officer to modify the contract accordingly. Upon receiving the 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.

(g) 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.

(h) 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 is subject to 52.233-1 - Disputes.

(i) In addition to providing technical direction as defined in paragraph (b) of the section, the project officer shall:

(1) Monitor the contractor's technical progress, including surveillance and assessment of performance, and recommend to the contracting officer changes in requirements.

(2) Assist the contractor in the resolution of technical problems encountered during performance.

(3) Review all costs requested for reimbursement by the contractor and submit to the contracting officer recommendations for approval, disapproval, or suspension of payment for supplies and

services required under this contract.

**G.2 2052.215-77 TRAVEL APPROVALS AND REIMBURSEMENT (DATE)**

(a) All foreign travel must be approved in advance by the NRC on NRC Form 445, Request for Approval of Official Foreign Travel, and must be in compliance with FAR 52.247-63 Preference for U.S. Flag Air Carriers. The contractor shall submit NRC Form 445 to the NRC no later than 30 days prior to the commencement of travel.

(b) The contractor must receive written approval from the NRC Project Officer prior to taking travel which was unanticipated in the Schedule (i.e., travel not contemplated in the Statement of Work, or changes to specific travel identified in the Statement of Work).

(c) The contractor will be reimbursed only for those travel costs incurred which are directly related to this contract and which are allowable subject to the limitations prescribed in FAR 31.205-46.

(d) It is the responsibility of the contractor to notify the contracting officer in accordance with the Limitations of Cost clause of this contract when, at any time, the contractor learns that travel expenses will cause the contractor to exceed the estimated costs specified in the Schedule.

(e) Reasonable travel costs for research and related activities performed at State and nonprofit institutions, in accordance with Section 12 of Pub. L. 100-679, shall be charged in accordance with the contractor's institutional policy to the degree that the limitations of Office of Management and Budget (OMB) guidance are not exceeded. Applicable guidance documents include OMB Circular A-87, Cost Principles for State and Local Governments; OMB Circular A-122, Cost Principles for Nonprofit Organizations; and OMB Circular A-21, Cost Principles for Educational Institutions.

**G.3 2052.216-71 INDIRECT COST RATES-ALTERNATE 2 (DATE)**

(a) For this contract, the ceiling amount reimbursable for indirect costs is as follows:

INDIRECT COST POOL	RATE	BASE	PERIOD
*		0	0
		0	
		0	
		0	
		0	

(b) In the event that indirect rates developed by the cognizant audit activity on the basis of actual allowable costs result in a lower amount for indirect costs, the lower amount will be paid. The Government may not be obligated to pay any additional amounts for indirect costs above the ceiling rates set forth above for the applicable period.

#### **G.4 ELECTRONIC PAYMENT**

The Debt Collection Improvement Act of 1996 requires that all payments except IRS tax refunds be made by Electronic Funds Transfer. It is the policy of the Nuclear Regulatory Commission to pay vendors by the Automated Clearing House (ACH) electronic funds transfer payment system. The electronic system is known as Vendor Express. Payment shall be made in accordance with FAR 52.232-33, entitled "Mandatory Information for Electronic Funds Transfer Payment".

To receive payment, the contractor shall complete the "Company Information" portion of the Standard Form 3881, entitled "ACH Vendor/Miscellaneous Payment Enrollment Form" found as an attachment to this document. The contractor shall take the form to the ACH Coordinator at the financial institution that maintains its company's bank account. The contractor shall discuss with the ACH Coordinator how the payment identification information (addendum record) will be passed to them once the payment is received by the financial institution. Further information concerning the addendum is provided at Attachment. The ACN Coordinator should fill out the "Financial Institution Information" portion of the form and return it to the Office of the Controller at the following address: Nuclear Regulatory Commission, Division of Accounting and Finance, Financial Operations Section, Mail Stop T-9-H-4, Washington, DC 20555, ATTN: ACH/Vendor Express. It is the responsibility of the contractor to ensure that the financial institution returns the completed form to the above cited NRC address. If the contractor can provide the financial information, signature of the financial institutions ACH Coordinator is not required. The NRC is under no obligation to send reminders. Only after the Office of the Controller has processed the contractor's sign-up form will the contractor be eligible to receive payments.

Once electronic funds transfer is established for payments authorized by NRC, the contractor needs to submit an additional SF 3881 only to report changes to the information supplied.

Questions concerning ACH/Vendor Express should be directed to the Financial Operations staff at (301) 415-7520."

**SECTION H - SPECIAL CONTRACT REQUIREMENTS****H.1 2052.204-71 SITE ACCESS BADGE REQUIREMENT (JAN 1993)**

During the life of this contract, the rights of ingress and egress for contractor personnel must be made available as required. In this regard, all contractor personnel whose duties under this contract require their presence on-site shall be clearly identifiable by a distinctive badge furnished by the Government. The Project Officer shall assist the contractor in obtaining the badges for the contractor personnel. It is the sole responsibility of the contractor to ensure that each employee has proper identification at all times. All prescribed identification must be immediately delivered to the Security Office for cancellation or disposition upon the termination of employment of any contractor personnel. Contractor personnel must have this identification in their possession during on-site performance under this contract. It is the contractor's duty to assure that contractor personnel enter only those work areas necessary for performance of contract work, and to assure the safeguarding of any Government records or data that contractor personnel may come into contact with.

**H.2 2052.209-72 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.

(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, that 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 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 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 209.570-2, 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 209.570-9.

(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 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.

**H.3 2052.215-70 KEY PERSONNEL (JAN 1993)**

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

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 and the project officer shall evaluate the contractor's request and the contracting officer shall promptly notify the contractor of his or her decision 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. 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.

**H.4 2052.242-70 RESOLVING NRC CONTRACTOR DIFFERING PROFESSIONAL  
VIEWS  
(DPVS) (DATE)**

(a) The Nuclear Regulatory Commission's (NRC) policy is to support the contractor's expression of professional health and safety related concerns associated with the contractor's work for NRC that may differ from a prevailing NRC staff view, disagree with an NRC decision or policy position, or take issue with proposed or established agency practices. An occasion may arise when an NRC contractor, contractor's personnel, or subcontractor personnel believes that a conscientious expression of a competent judgement is required to document such concerns on matters directly associated with its performance of the contract. The NRC's policy is to support these instances as Differing Professional Views (DPVs).

(b) The procedure that will be used provides for the expression and resolution of differing professional views (DPVs) of health and safety related concerns associated with the mission of the agency by NRC contractors, contractor personnel or subcontractor personnel on matters directly associated with its performance of the contract. This procedure may be found in Attachments to this document. The contractor shall provide a copy of the NRC DPV procedure to all of its employees performing under this contract and to all subcontractors who shall, in turn, provide a copy of the procedure to its employees. NOTE: The prime contractor or subcontractor shall submit all DPV's received but need not endorse them.

**H.5 2052.242-71 PROCEDURES FOR RESOLVING NRC CONTRACTOR  
DIFFERING PROFESSIONAL VIEWS (DPVS) (DATE)**

(a) The following procedure provides for the expression and resolution of differing professional views (DPVs) of health and safety related concerns of NRC contractors and contractor personnel on matters connected to the subject of the contract. Subcontractor DPVs shall be submitted through the prime contractor. The prime contractor or subcontractor shall submit all DPV's received but need not endorse them.

(b) The NRC may authorize up to eight reimbursable hours for the contractor to document in writing a DPV by the contractor, the contractor's personnel, or subcontractor personnel. The contractor shall not be entitled to any compensation for effort on a DPV which exceeds the above-specified eight hour limit.

(c) Prior to incurring costs to document a DPV, the contractor shall first determine whether there are sufficient funds obligated under the contract which are available to cover the costs of writing a DPV. In the event that there are insufficient obligated funds under the contract, the contractor shall first request the NRC contracting officer for additional funding to cover the costs of preparing the DPV and authorization to proceed.

(d) Contract funds shall not be authorized to document an allegation where the use of this NRC contractor DPV process is inappropriate. Examples of such instances are: allegations of wrongdoing which should be addressed directly to the NRC Office of the Inspector General (OIG), issues submitted anonymously, or issues raised which have already been considered, addressed, or rejected, absent significant new information. Note that this procedure does not provide anonymity. Individuals desiring anonymity should contact the NRC OIG or submit the information under NRC's Allegation Program, as appropriate.

(e) When required, the contractor shall initiate the DPV process by submitting a written statement directly to the NRC Office Director or Regional Administrator responsible for the contract, with a copy to the Contracting Officer, Division of Contracts and Property Management, Office of Administration. Each DPV submitted will be evaluated on its own merits.

(f) The DPV, while being brief, shall contain the following as it relates to the subject matter of the contract:

(1) A summary of the prevailing NRC view, existing NRC decision or stated position, or the proposed or established NRC practice.

(2) A description of the submitter's views and how they differ from any of the above items.

(3) The rationale for the submitter's views, including an assessment based on risk, safety and cost benefit considerations of the consequences should the submitter's position not be adopted by NRC.

(g) The Office Director or Regional Administrator will immediately forward the submittal to the NRC DPV Review Panel and acknowledge receipt of the DPV, ordinarily within five (5) calendar days of receipt.

(h) The panel will normally review the DPV within seven calendar days of receipt to determine whether enough information has been supplied to undertake a detailed review of the issue. Typically, within 30 calendar days of receipt of the necessary information to begin a review, the panel will provide a written report of its findings to the Office Director or Regional Administrator and to the Contracting Officer, which includes a recommended course of action.

(i) The Office Director or Regional Administrator will consider the DPV Review Panel's report, make a decision on the DPV and provide a written decision to the contractor and the Contracting Officer normally within seven calendar days after receipt of the panel's recommendation.

(j) Subsequent to the decision made regarding the DPV Review Panel's report, a summary of the issue and its disposition will be included in the NRC Weekly Information Report submitted by the Office Director. The DPV file will be retained in the Office or Region for a minimum of one year thereafter. For purposes of the

contract, the DPV shall be considered a deliverable under the contract. Based upon the Office Director or Regional Administrator's report, the matter will be closed.

#### **H.6 GOVERNMENT FURNISHED EQUIPMENT/PROPERTY (DEC 1995)**

(a) The NRC will provide the contractor with the following items for use under this contract:

(If necessary, the NRC will supply the contractor with an Optical) (Mark Reader (OMR) scanner, and PARASCORE software)

(b) The above listed equipment/property is hereby transferred from contract/agreement .

(c) Only the equipment/property listed above in the quantities shown will be provided by the Government. This property is subject to the provisions of the Government Property clause under this contract. All other equipment/property required in performance of the contract shall be furnished by the Contractor.

#### **H.7 LICENSE FEE RECOVERY COSTS (APR 1992)**

Included as an attachment in Section J are billing instructions for license fee recovery costs. This information must be submitted by the contractor in conjunction with the monthly invoice.

#### **H.8 SEAT BELTS**

Contractors, subcontractors, and grantees, are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.

**PART II - CONTRACT CLAUSES****SECTION I - CONTRACT CLAUSES****I.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
52.202-1	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) DEFINITIONS	OCT 1995
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL 1995
52.203-7	ANTI-KICKBACK PROCEDURES	JUL 1995
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN 1997
52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	JUN 1996
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL 1995
52.215-2	AUDIT AND RECORDS--NEGOTIATION	JUN 1999
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT 1997
52.216-7	ALLOWABLE COST AND PAYMENT	MAR 2000
52.216-8	FIXED-FEE	MAR 1997
52.217-2	CANCELLATION UNDER MULTIYEAR CONTRACTS	OCT 1997
52.219-4	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JAN 1999)	JAN 1999
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT 1999
52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN ALTERNATE II (JAN 1999)	OCT 1999
52.219-16	LIQUIDATED DAMAGES--SMALL BUSINESS SUBCONTRACTING PLAN	JAN 1999
52.219-25	SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM--DISADVANTAGED STATUS AND REPORTING	OCT 1999

52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB 1997
52.222-3	CONVICT LABOR	AUG 1996
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB 1999
52.222-26	EQUAL OPPORTUNITY	FEB 1999
52.222-35	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	APR 1998
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN 1998
52.222-37	EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	JAN 1999
52.223-2	CLEAN AIR AND WATER	APR 1984
52.223-6	DRUG-FREE WORKPLACE	JAN 1997
52.223-14	TOXIC CHEMICAL RELEASE REPORTING	OCT 1996
52.225-5	TRADE AGREEMENTS	APR 2000
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	FEB 2000
52.227-1	AUTHORIZATION AND CONSENT	JUL 1995
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG 1996
52.228-7	INSURANCE--LIABILITY TO THIRD PERSONS	MAR 1996
52.232-17	INTEREST	JUN 1996
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.232-22	LIMITATION OF FUNDS	APR 1984
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.232-33	PAYMENT BY ELECTRONIC FUNDS--CENTRAL CONTRACTOR REGISTRATION	MAY 1999
52.233-1	DISPUTES	MAR 1994
	ALTERNATE I (DEC 1991)	
52.233-3	PROTEST AFTER AWARD	AUG 1996
	ALTERNATE I (JUN 1985)	
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR 1984
52.242-3	PENALTIES FOR UNALLOWABLE COSTS	OCT 1995
52.242-13	BANKRUPTCY	JUL 1995
52.243-2	CHANGES--COST REIMBURSEMENT	AUG 1987
	ALTERNATE I (APR 1984)	
52.244-2	SUBCONTRACTS	AUG 1998
	ALTERNATE II (AUG 1998)	
52.244-5	COMPETITION IN SUBCONTRACTING	DEC 1996
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS	OCT 1998
52.246-25	LIMITATION OF LIABILITY--SERVICES	FEB 1997
52.248-1	VALUE ENGINEERING	NOV 1999
52.249-6	TERMINATION (COST-REIMBURSEMENT)	SEP 1996
52.249-14	EXCUSABLE DELAYS	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

**I.2 52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)**

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed \$0 or the overtime premium is paid 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.

52.222-41	SERVICE CONTRACT ACT OF 1965, AS AMENDED	MAY 1989
52.222-42	STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES	MAY 1989
52.232-25	PROMPT PAYMENT	JUN 1997

### **I.3 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

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. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

**PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS****SECTION J - LIST OF ATTACHMENTS**

ATTACHMENT NUMBER	TITLE
01	Billing Instructions
02	NRC Handbook 3.8
03	Contractor Spending Plan (CSP) Instructions
04	Subcontracting Plan
05	Payment Information Form SF 3381 - ACH Payment System
06	Sample Monthly Letter Status Report (MLSR)

**PART IV - REPRESENTATIONS AND INSTRUCTIONS****SECTION K - REPRESENTATIONS, CERTIFICATIONS AND  
OTHER STATEMENTS OF OFFERORS****K.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED  
BY REFERENCE**

The following solicitation provisions pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the FAR provision at FAR "52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE" in Section L of this solicitation. See FAR 52.252-1 for an internet address (if specified) for electronic access to the full text of a provision.

NUMBER	TITLE	DATE
52.203-11	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	APR 1991

**K.2 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)**

(a) Definitions.

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting

contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification-Number (TIN).

[ ] TIN: . \_\_\_\_\_

[ ] TIN has been applied for.

[ ] TIN is not required because:

[ ] Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

[ ] Offeror is an agency or instrumentality of a foreign government;

[ ] Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

[ ] Sole proprietorship;

[ ] Partnership;

[ ] Corporate entity (not tax-exempt);

[ ] Corporate entity (tax-exempt);

[ ] Government entity (Federal, State, or local);

[ ] Foreign government;

[ ] International organization per 26 CFR 1.6049-4;

[ ] Other \_\_\_\_\_

(f) Common parent.

[ ] Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

[ ] Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

**K.3 52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS)**  
(MAY 1999)

(a) Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it [ ] is, [ ] is not a women-owned business concern.

**K.4 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS**  
(MAR 1996)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that -

(i) The Offeror and/or any of its Principals -

(A) Are [ ] are not [ ] presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have [ ] have not [ ], within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property; and

(C) Are [ ] are not [ ] presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has [ ] has not [ ], within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means

officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

#### **K.5 52.215-6 PLACE OF PERFORMANCE (OCT 1997)**

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, [ ] intends, [ ] does not intend [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

-----

Place of performance (street (street address, city, state,	Name and address of owner and   operator of the plant or facility
---	--

county, code)	if other than offeror or respondent

**K.6 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS  
(MAY 1999)**

(a) (1) The standard industrial classification (SIC) code for this acquisition is.

(2) The small business size standard is .

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it [ ] is, [ ] is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it [ ] is, [ ] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it [ ] is, [ ] is not a women-owned small business concern.

(c) Definitions.

"Small business concern", as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Women-owned small business concern", as used in this provision, means a small business concern--

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

**K.7 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS  
(FEB 1999)**

The offeror represents that--

(a) It [ ] has, [ ] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;

(b) It [ ] has, [ ] has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

**K.8 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)**

The offeror represents that--

(a) It [ ] has developed and has on file, [ ] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) It [ ] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

**K.9 52.223-1 CLEAN AIR AND WATER CERTIFICATION (APR 1984)**

The Offeror certifies that--

(a) Any facility to be used in the performance of this proposed contract is [ ], is not [ ] listed on the Environmental Protection Agency (EPA) List of Violating Facilities;

(b) The Offeror will immediately notify the Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the EPA, indicating that any facility that the Offeror proposes to use for the performance of the contract is under consideration to be listed on the (EPA) List of Violating Facilities; and

(c) The Offeror will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

**K.10 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 1996)**

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.-

(b) By signing this offer, the offeror certifies that----

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or--

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)-

[ ] (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);-

[ ] (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);-

[ ] (III) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

[ ] (iv) The facility does not fall within Standard Industrial Classification Code (SIC) designations 20 through 39 as set forth in Section 19.102 of the Federal Acquisition Regulation; or

[ ] (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

**K.11 52.225-6 TRADE AGREEMENTS CERTIFICATE (FEB 2000)**

(a) The offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or NAFTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(b) The offeror shall list as other end products those supplies that are not U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products.

Other End Products

Line Item Number	Country of Origin
_____	_____
_____	_____
_____	_____

(List as necessary)

(c) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of this solicitation.

**K.12 2052.209-70 CURRENT/FORMER AGENCY EMPLOYEE INVOLVEMENT  
(DATE)**

(a) The following representation is required by the NRC Acquisition Regulation 2009.105-70(b). It is not NRC policy to encourage offerors and contractors to propose current/former agency employees to perform work under NRC contracts and as set forth in the above cited provision, the use of such employees may, under certain conditions, adversely affect NRC's consideration of non-competitive proposals and task orders.

(b) There ( ) are ( ) are no current/former NRC employees (including special Government employees performing services as experts, advisors, consultants, or members of advisory committees) who have been or will be involved, directly or indirectly, in developing the offer, or in negotiating on behalf of the offeror, or in managing, administering, or performing any contract, consultant agreement, or subcontract resulting from this offer. For each individual so identified, the Technical and Management proposal must contain, as a separate attachment, the name of the individual, the individual's title while employed by the NRC, the date individual left NRC, and brief description of the individual's role under this proposal.

**K.13 2052.209-71 CONTRACTOR ORGANIZATIONAL CONFLICTS OF INTEREST  
(REPRESENTATION) (DATE)**

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

The award to \_\_\_\_\_ of a contract or the modification of an existing contract does / / does not / / involve situations or relationships of the type set forth in 48 CFR 2009.570-3(b).

(a) If the representation, as completed, indicates that

situations or relationships of the type set forth in 48 CFR 2009.570-3(b) are involved, or the contracting officer otherwise determines that potential organizational conflicts of interest exist, the offeror shall provide a statement in writing which describes in a concise manner all relevant factors bearing on his representation to the contracting officer. If the contracting officer determines that organizational conflicts exist, the following actions may be taken: (1) Impose appropriate conditions which avoid such conflicts,

(2) Disqualify the offeror, or

(3) Determine that it is otherwise in the best interest of the United States to seek award of the contract under the waiver provisions of 48 CFR 2009-570-9.

(b) The refusal to provide the representation required by 48 CFR 2009.570-4(b), or upon request of the contracting officer, the facts required by 48 CFR 2009.570-3(b), must result in disqualification of the offeror for award.

**SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS****L.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE**

The following solicitation provisions pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the FAR provision at FAR "52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE" in Section L of this solicitation. See FAR 52.252-1 for an internet address (if specified) for electronic access to the full text of a provision.

NUMBER	TITLE	DATE
52.215-1	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION ALTERNATE I (OCT 1997)	NOV 1999
52.219-24	SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM--TARGETS	JAN 1999
52.225-10	NOTICE OF BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM REQUIREMENT-- CONSTRUCTION MATERIALS	FEB 2000
52.232-28	INVITATION TO PROPOSE PERFORMANCE-BASED PAYMENTS	MAR 2000
52.237-10	IDENTIFICATION OF UNCOMPENSATION OVERTIME	OCT 1997

**L.2 52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUN 1999)**

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

- (1) Company name.
- (2) Company address.

- (3) Company telephone number.
- (4) Line of business.
- (5) Chief executive officer/key manager.
- (6) Date the company was started.
- (7) Number of people employed by the company.
- (8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet home page at <http://www.customerservice@dnb.com/>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at [globalinfo@mail.dnb.com](mailto:globalinfo@mail.dnb.com).

### **L.3 52.216-1 TYPE OF CONTRACT (APR 1984)**

The Government contemplates award of a CPFF contract resulting from this solicitation.

### **L.4 52.219-22 SMALL DISADVANTAGED BUSINESS STATUS (OCT 1999)**

(a) General. This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) Representations.

(1) General. The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

[ ] (i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since its certification;

(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2);

and

(C) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net); or

[ ] (ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2) [ ] For Joint Ventures. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.]

(c) Penalties and Remedies. Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall:

- (1) Be punished by imposition of a fine, imprisonment, or both;
- (2) Be subject to administrative remedies, including suspension and debarment; and
- (3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

#### **L.5 52.227-6 ROYALTY INFORMATION (APR 1984)**

(a) Cost or charges for royalties. When the response to this solicitation contains costs or charges for royalties totaling more than \$250, the following information shall be included in the response relating to each separate item of royalty or license fee:

- (1) Name and address of licensor.
- (2) Date of license agreement.
- (3) Patent numbers, patent application serial numbers, or other basis on which the royalty is payable.
- (4) Brief description, including any part or model numbers of each contract item or component on which the royalty is payable.
- (5) Percentage or dollar rate of royalty per unit.

- (6) Unit price of contract item.
- (7) Number of units.
- (8) Total dollar amount of royalties.

(b) Copies of current licenses. In addition, if specifically requested by the Contracting Officer before execution of the contract, the offeror shall furnish a copy of the current license agreement and an identification of applicable claims of specific patents.

**L.6 52.233-2 SERVICE OF PROTEST (AUG 1996)**

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Sharon Stewart

Hand-Carried Address:

U.S. Nuclear Regulatory Commission  
Division of Contracts and Property Mgt.  
Attn: Yvette Brown - Mail Stop T-7-I-2  
11545 Rockville Pike  
Rockville MD 20852

Mailing Address:

U.S. Nuclear Regulatory Commission  
Division of Contracts and Property Mgt.  
Attn: Yvette Brown - Mail Stop T-7-I-2  
  
Washington DC 20555

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

**L.7 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY  
REFERENCE (FEB 1998)**

This solicitation incorporates one or more solicitation provisions 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. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

**L.8 2052.215-72 TIMELY RECEIPT OF PROPOSALS (DATE)**

Sealed offers for furnishing the services or supplies in the schedule are due at the date and time stated in block 9 of Standard Form 33, Solicitation, Offer and Award. Offers sent through the U.S. Mail (including U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee) must be addressed to the place specified in the solicitation. All hand-carried offers including those made by private delivery services (e.g., Federal Express and Airborne Express) must be delivered to the NRC loading dock security station located at 11545 Rockville Pike, Rockville, Maryland 20852 and received in the depository located in Room T-7-I-2. All offerors should allow extra time for internal mail distribution or for pick up of hand-carried deliveries. NRC is a secure facility with perimeter access-control and NRC personnel are only available to receive hand-carried offers during normal working hours, 7:30 AM - 3:30 PM, Monday through Friday, excluding federal holidays.

**L.9 2052.215-73 AWARD NOTIFICATION AND COMMITMENT OF PUBLIC  
FUNDS (DATE)**

(a) All offerors will be notified of their exclusion from the competitive range in accordance with FAR 15.503(a)(1). Pursuant to the requirements of FAR 15.503(a)(2), preliminary notification will be provided before award for small business set-aside procurements on negotiated procurements. The contracting officer shall provide written postaward notice to each unsuccessful offeror in accordance with FAR 15.503(b).

(b) It is also brought to your attention that the contracting officer is the only individual who can legally commit the NRC to the expenditure of public funds in connection with this procurement. This means that unless provided in a contract document or

specifically authorized by the contracting officer, NRC technical personnel may not issue contract modifications, give informal, contractual commitments, or otherwise bind, commit, or obligate the NRC contractually. Informal contractual commitments include:

- (1) Encouraging a potential contractor to incur costs prior to receiving a contract;
- (2) Requesting or requiring a contractor to make changes under a contract without formal contract modifications;
- (3) Encouraging a contractor to incur costs under a cost-reimbursable contract in excess of those costs contractually allowable; and
- (4) Committing the Government to a course of action with regard to a potential contract, contract change, claim, or dispute.

#### **L.10 2052.215-74 DISPOSITION OF PROPOSALS (JAN 1993)**

After award of the contract, one copy of each unsuccessful proposal is retained by the NRC's Division of Contracts and Property Management in accordance with the General Records Schedule 3(5)(b). Unless return of the additional copies of the proposals is requested by the offeror upon submission of the proposals, all other copies will be destroyed. This request should appear in a cover letter accompanying the proposal.

#### **L.11 2052.215-75 PROPOSAL PRESENTATION AND FORMAT (DATE)**

(a) Information submitted in response to this solicitation must be typed, printed, or reproduced on letter-size paper and each copy must be legible. Offerors are hereby notified that all information provided including all resumes, must be accurate, truthful, and complete to the best of the offeror's knowledge and belief. The Commission will rely upon all representations made by the offeror both in the evaluation process and for the performance of the work by the offeror selected for award. The Commission may require the offeror to substantiate the credentials, education, and employment history of its employees, subcontractor personnel, and consultants, through submission of copies of transcripts, diplomas, licenses, etc.

(b) The offeror must submit the following material which will constitute its offer, as defined by FAR 2.101, in two separate and distinct parts at the date and time specified in block no. 9. on page 1 of the solicitation for receipt of sealed offers.

(1) Part 1 - Solicitation Package/Offer. Two (2) original signed copies of this solicitation package/offer. All applicable sections must be completed by the offeror.

(2) Part 2 - Cost Proposal. One (1) original and 3 copies of the "Cost Proposal."

(i) The cost proposal shall be submitted separately from the Technical and Management Proposal or Oral Presentation and Supporting Documentation (as applicable).

(ii) The offeror's request for an exception to submitting cost or pricing data shall be made in accordance with FAR 52.215-20 (a).

(iii) If the contracting officer does not grant the offeror an exception from the requirement to submit cost or pricing data, the offeror's cost proposal shall conform with the requirements of FAR 52.215-20(b). Cost information shall include pertinent details sufficient to show the elements of cost upon which the total cost is predicted in accordance with the requirement of FAR 52.215-20 (b)(1).

(iv) When the offeror's estimated cost for the proposed work exceeds \$100,000 and the duration of the contract period exceeds six months, the offeror shall submit a Contractor Spending Plan (CSP) as part of its cost proposal. Guidance for completing the CSP is attached.

(v) For any subcontract discussed under the Technical and Management Proposal, or Oral Presentation Material, provide supporting documentation on the selection process, i.e. competitive vs. noncompetitive, and the cost evaluation.

(c) "Written Technical and Management Proposal" or "Oral Presentation and Supporting Documentation" (as applicable). One (1) original and 3 copies.

(1) The written Technical and Management Proposal or Oral Presentation and Supporting Documentation may not contain any reference to cost. Resource information, such as data concerning labor hours and categories, materials, subcontracts, travel, computer time, etc., must be included so that the offeror's understanding of the scope of work may be evaluated.

(2) The offeror shall submit in the written Technical and Management Proposal or Oral Presentation and Supporting Documentation full and complete information as set forth below to permit the Government to make a thorough evaluation and a sound determination that the proposed approach will have a reasonable likelihood of meeting the requirements and objectives of this procurement.

(3) The written Technical Proposal or Oral Presentation and Supporting Documentation must be tailored to assure that all information reflects a one-to-one relationship to the evaluation criteria.

(4) Statements which paraphrase the statement of work without

communicating the specific approach proposed by the offeror, or statements to the effect that the offeror's understanding can, or will comply with the statement of work may be construed as an indication of the offeror's lack of understanding of the statement of work and objectives.

(5) Provide resumes for all professional personnel to be used in the performance of any resulting contract. Include educational background, work experience, and related training.

#### RESUME FORMAT

1. Name and Title or Position (position description)
2. Name of firm with which associated
3. Education - Degree(s)/Year/Specialization
4. Years of experience with this firm and other firms
5. Experience history
6. Training

(d) Oral Technical Presentation -- General Instructions.

(1) The offeror shall make an oral technical presentation as required by paragraph (e). The sole purpose of the oral presentation is to permit the Government to evaluate the offeror's knowledge and competence with regard to the Government's requirements and program objectives.

(2) The Oral Technical Presentation shall not constitute discussions as defined in FAR 15.306. The NRC reserves the right to award without discussions (reference also, the evaluation section of the solicitation).

(3) The offeror's written documentation required under paragraph (e) shall support the oral presentation. The written documentation shall not exceed 20 single sided typewritten pages.

(4) Correctness of the presentation and supporting documentation. Caution-- offerors are hereby notified that all information provided in its presentation and supporting documentation, including all resumes, must be accurate, truthful, and complete to the best of the offeror's knowledge and belief. The Commission will rely upon all representations made by the offeror both in the evaluation process and for the performance of the work by the offeror selected for award. The Commission may require the offeror to substantiate the credentials, education, and employment history of its employees, subcontractor personnel, and consultants, through submission of copies of transcripts, diplomas, licenses, etc.

(5) Oral technical and management presentations will be held at a conference room in NRC Headquarters located on Rockville Pike, in Rockville, Maryland. The order in which offerors will make their presentations will be determined by lottery by the Contracting Officer after receipt of proposals. Proposals will be scheduled to begin at the earliest, 10:00 a.m. on the first business day after the close of the solicitation. The total presentation time will be

90 minutes with an additional 15 minute break.

The Contracting Officer will notify all offerors of their scheduled presentation date and time. Once notified, Offerors shall complete their presentations as scheduled. Requests to reschedule will not be entertained. The NRC reserves the right to reschedule oral presentations under extraordinary circumstances at the sole discretion of the NRC Contracting Officer.

(6) Offerors are prohibited from taping or recording their own presentations. Should the NRC tape or record the offeror's presentation, the NRC will NOT provide the offeror with a copy of the tape or recording.

(7) The oral technical and management presentation and written supporting documentation may not contain any reference to cost. However, resource information, such as data concerning labor hours and categories, subcontracts, computer time, etc., must be included in the presentation material so that the offeror's understanding of the scope of work may be evaluated.

(8) The offeror shall submit through the technical and management presentation and supporting documentation, full and complete information as set forth below to permit the Government to make a thorough evaluation and a sound determination that the proposed approach will have a reasonable likelihood of meeting the requirements and objectives of this procurement.

(9) During the oral presentation, NRC evaluators will not ask the offeror to elaborate on ideas or to otherwise request information. Clarification requests will be limited to asking the offeror to repeat statements that were not heard clearly. The definition of "Clarification" is that of FAR 15.306(a) which provides, "Clarification...means limited exchanges between the Government and offerors, that may occur when award without discussions is contemplated. Offerors may be given the opportunity to clarify certain aspects of proposals or to resolve minor clerical errors. It is achieved by explanation or substantiation, either in response to Government inquiry or as initiated by the offeror. Clarification does not give the offeror an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision." The NRC will not inform an offeror of their strengths, deficiencies, or weaknesses during the presentation, and the presentation, and the NRC will not engage in bargaining during the presentation.

(e) Oral Technical Presentation Topics Supporting Documentation

(1) TECHNICAL COMPETENCE

a. Personnel Technical Qualifications

Discuss and provide evidence of the qualifications of professional and support personnel to be used under this contract. Describe the individual's education, experience, and related training in the field of nuclear power plant technology and testing

and measurement (psychometrics) including: licensure, item development/review, item Response Theory, and item statistics..

Discuss the number of employees that your organization employs per discipline mentioned in the paragraph above and the percentage of time over the course of the contract that the personnel shall be committed to this project.

Discuss prior organizational experience in the field of testing and measurement with emphasis in licensure, item development/review, Item Response Theory, and item statistics, including demonstrated experience in performing similar practices.

## (2) CORPORATE EXPERIENCE AND CONTRACTOR PAST PERFORMANCE

The offeror shall clearly demonstrate to the NRC that they have the resident corporate experience necessary to perform this work. The offeror shall also demonstrate that he has successfully performed on other contracts, currently or in the past, of similar size and scope. This shall be done by describing current and past work of a similar or identical nature in such a manner that an evaluation can be made of the performance history and the relevance of this experience to the requirements of the solicitation.

To this end, the offeror shall list three contracts performed during the past three years and provide the following information. It is incumbent upon the offeror to provide information which is accurate and current as the NRC will contact each reference to verify the information provided. Offerors will be provided the opportunity to provide a written rebuttal for any negative information received. This rebuttal information will be taken into consideration in evaluating proposals. Provide the information requested using the format specified below. Each contract reference shall be on page in length only:

- (a) Contract No.:
- (b) Name and Address of Government Agency or Commercial Entity:
- (c) Point of Contact:
- (d) Contracting Officer:
- (e) Current Telephone Number and Facsimile Number:
- (f) Technical Representative:
- (g) Current Telephone Number:
- (h) Date Contract awarded:
- (i) Period of Performance of the Contract (including extensions):
- (j) Initial and Final Contract Value (if the two are substantially different, an explanation of this fact shall be given:
- (k) If applicable, the dollar value of the amendments to the Contract:
- (l) Type of Contract (i.e. pricing arrangement):
- (m) Outline how the contracted effort is similar or identical in to the NRC's requirement, with a brief description sufficient ready assessment of the described project's relevancy to requirement. It is not sufficient to just note that it is in size and scope. Briefly outline the Contractor's

- of the contract. Briefly outline the Offeror's ability to increase under this contract. Offerors will be afforded the to elaborate upon this brief description during the Oral
- (n) Specify whether or not you have had ANY contract or terminated for default and discuss any disputes that may have under such contracts.
  - (o) Provide any other pertinent information which will aid in the of the offeror's performance record. Each offeror is synopses of all organizational and/or individual experience relevant to this solicitation and discuss significant

The offeror shall provide four (4) copies of any overheads or slides document the main points of each topic discussed through the oral information MUST be submitted by the date and time specified in form 33 "Solicitation, Offer and Award" for receipt of sealed copies must be legible.

Identify any former NRC employees that may be utilized in the performance of the contract including their NRC employment history.

#### **L.12 2052.216-70 LEVEL OF EFFORT (JAN 1993)**

The NRC's estimate of the total effort for this project is approximately 5.1 professional and clerical staff-years for the duration of this contract. This information is advisory and is not to be considered as the sole basis for the development of the staffing plan. For the purposes of the Government estimate, 2000 hours constitute a staff year.

#### **L.13 2052.222-70 NONDISCRIMINATION BECAUSE OF AGE (JAN 1993)**

It is the policy of the Executive Branch of the Government that:

(a) Contractors and subcontractors engaged in the performance of Federal contracts may not, in connection with the employment, advancement, or discharge of employees or in connection with the terms, conditions, or privileges of their employment, discriminate against persons because of their age except upon the basis of a bona fide occupational qualification, retirement plan, or statutory requirements; and

(b) That contractors and subcontractors, or persons acting on their behalf, may not specify, in solicitations or advertisements for employees to work on Government contracts, a maximum age limit for employment unless the specified maximum age limit is based upon a bona fide occupational qualification, retirement plan, or statutory requirement.

**L.14 ESTIMATED DURATION (JUN 1988)**

The duration of the contract is estimated to be 3 years. (See section F for any option periods).

**L.15 POTENTIAL CONFLICTS OF INTEREST (JUN 1988)**

The class(es) of firms listed below have specifically been excluded from performance of this project for reasons of organizational conflicts of interest:

**L.16 USE OF AUTOMATED CLEARING HOUSE (ACH) ELECTRONIC PAYMENT/REMITTANCE ADDRESS**

The Debt Collection Improvement Act of 1996 requires that all Federal payments except IRS tax refunds be made by Electronic Funds Transfer. It is the policy of the Nuclear Regulatory Commission to pay government vendors by the Automated Clearing House (ACH) electronic funds transfer payment system. Item 15C of the Standard Form 33 may be disregarded.

**L.17 TIMELY RECEIPT OF PROPOSALS**

All hand-carried offers including those made by private delivery services (e.g., Federal Express and Airborne Express) must be delivered to the NRC loading dock security station located at 11545 Rockville Pike, Rockville, Maryland 20852 and received in the depository located in Room T-7-I-2. All offerors shall allow extra time for internal mail distribution. NRC is a secure facility with perimeter access-control and NRC personnel are not available to receive hand-carried offers except during normal working hours, 7:30 AM - 3:30 PM, Monday through Friday, excluding federal holidays.

**L.18 AWARD NOTIFICATION AND COMMITMENT OF PUBLIC FUNDS**

(a) All offerors will receive preaward and postaward notices in accordance with FAR 15.503.

(b) It is also brought to your attention that the contracting officer is the only individual who can legally commit the NRC to the

expenditure of public funds in connection with this procurement. This means that unless provided in a contract document or specifically authorized by the contracting officer, NRC technical personnel may not issue contract modifications, give informal contractual commitments, or otherwise bind, commit, or obligate the NRC contractually. Informal contractual commitments include:

(1) Encouraging a potential contractor to incur costs prior to receiving a contract;

(2) Requesting or requiring a contractor to make changes under a contract without formal contract modifications;

(3) Encouraging a contractor to incur costs under a cost-reimbursable contract in excess of those costs contractually allowable; and

(4) Committing the Government to a course of action with regard to a potential contract, contract change, claim, or dispute.

**SECTION M - EVALUATION FACTORS FOR AWARD****M.1 2052.215-79 CONTRACT AWARD AND EVALUATION OF PROPOSALS  
(DATE)**

(a) By use of narrative and numerical (as appropriate) scoring techniques, proposals are evaluated against the evaluation factors specified in paragraph M.2 below. These factors are listed in their relative order of importance.

(b) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value, as defined in FAR 2.101, after evaluation in accordance with the factors and subfactors in the solicitation.

(c) The Government may:

(1) Reject any or all proposals if such action is in the Government's interest.

(2) Waive informalities and minor irregularities in proposals received.

(d) The Government intends to evaluate proposals and award a contract without discussions with offerors. The Government reserves the right to seek proposal clarifications (e.g., capability issues as described in FAR 15.306(a) or minor or clerical errors as described in FAR 14.407); and hold communications as described in FAR 15.306(b)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(e) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(f) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(g) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(h) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(i) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(j) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(k) A separate cost analysis is performed on each cost proposal. To provide a common base for evaluation of cost proposals, the level of effort data must be expressed in staff hours. Where a Contractor Spending Plan (CSP) is required by other provisions of this solicitation, consideration is given to the Plan for completeness, reasonableness, and as a measure of effective management of the effort.

## **M.2 EVALUATION CRITERIA**

### **1. PERSONNEL QUALIFICATIONS (50 pts.)**

Extent to which the proposal demonstrates that the proposed personnel possess related education, experience, and training in the field of nuclear power plant technology and testing and measurement (psychometrics) with emphasis in licensure, item development/review, Item Response Theory, and item statistics.

Depth and availability of personnel in disciplines mentined above.

### **2. CORPORATE EXPERIENCE/PAST PERFORMANCE (50 pts.)**

Extent to which the proposal demonstrates that the offeror has the necessary experience in testing and measurement (psychometrics) with emphasis in licensure, item development/review, Item Response Theory and item statistics.

Extent to which the proposal demonstrates that the offeror has successfully performed on past contracts for similar work.

# ***Unclassified Contractor and Grantee Publications in the NUREG Series***

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***Directive  
3.8***

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# ***Unclassified Contractor and Grantee Publications in the NUREG Series***

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***Directive  
3.8***

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# U. S. Nuclear Regulatory Commission

Volume: 3 Information Management

Part: 1 Publications, Mail, and Information  
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ADM

## Unclassified Contractor and Grantee Publications in the NUREG Series Directive 3.8

### Policy

(3.8-01)

U.S. Nuclear Regulatory Commission policy requires that the following publications published by NRC adhere to the documentation and production requirements, standards, and practices specified in this directive and handbook: (1) unclassified NRC contractor, consultant, or grantee formal reports, books, and international agreement reports in the NUREG/CR (contractor reports), NUREG/GR (grant reports), and NUREG/IA (international agreement reports) series; (2) reports and books by contractors of the U.S. Department of Energy (DOE); and (3) publications prepared for NRC under memoranda of understanding and interagency agreements.

### Objectives

(3.8-02)

- To ensure the production and dissemination of information and publications as required by the Energy Reorganization Act of 1974 and the Freedom of Information Act. (a)
- To ensure technical staff and management reviews of formal reports and books before publication. (b)
- To ensure that national security, patent rights, copyrights, proprietary rights, and rights in other sensitive unclassified information, including those specified in interagency and international agreements and memoranda of understanding, are not compromised by the release or publication of information by NRC. (c)

**Volume 3, Part 1 - Publications, Mail, and Information Disclosure  
Unclassified Contractor and Grantee Publications in the NUREG Series  
Directive 3.8**

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## **Objectives**

(3.8-02) (continued)

- To ensure that all unclassified NRC contractor or grantee publications in the NUREG series carry the registered Government identification NUREG/CR-0000, NUREG/GR-0000, or NUREG/LA-0000, with the exception of some publications prepared by grantees, and indicate the availability of source material used in these publications. (d)
- To ensure that NRC-sponsored book manuscripts receive proper peer review from experts within and outside NRC. (e)
- To provide uniform procedures for publishing formal reports and books prepared by NRC contractors or grantees. (f)

## **Organizational Responsibilities and Delegations of Authority**

(3.8-03)

### **Executive Director for Operations (EDO) (031)**

Delegates to the Deputy Executive Directors for Operation decisionmaking authority for the resolution of differences between NRC and contractors about the contents of publications, about granting contractors permission to publish NRC-sponsored information in the open literature, and about permitting contractors to issue press or other media releases concerning NRC-sponsored information.

### **Deputy Executive Director for Nuclear Reactor Regulation, Regional Operations and Research (DEDR) (032)**

As delegated from the EDO, makes final decisions in the following areas for the Office of Nuclear Reactor Regulation, the Office of Nuclear Regulatory Research, and regional offices:

- When an office director refuses to publish an NRC-sponsored document because of irreconcilable differences between himself or herself and the author about the contents of the document. (a)

**Deputy Executive Director for Nuclear  
Reactor Regulation, Regional Operations  
and Research (DEDR)**

(032) (continued)

- When an office director refuses to permit a contractor's principal investigator to publish NRC-sponsored information in the open literature. (b)
- When an office director refuses to permit a contractor to issue a press or other media release about an NRC-sponsored publication. (c)

**Deputy Executive Director for  
Nuclear Materials Safety, Safeguards,  
and Operations Support (DEDS)**

(033)

As delegated from the EDO, makes final decisions in the following areas for the offices reporting to the DEDS:

- When an office director refuses to publish an NRC-sponsored document because of irreconcilable differences between himself or herself and the author about the contents of the document. (a)
- When an office director refuses to permit a contractor's principal investigator to publish NRC-sponsored information in the open literature. (b)
- When an office director refuses to permit a contractor to issue a press or other media release about an NRC-sponsored publication. (c)

**Office Directors**

(034)

- Ensure that publications will be reviewed in draft for acceptability before final printing and distribution by determining that they are consistent with agency policy, management decisions, and that they raise no significant legal issues. (a)
- Ensure that statements of work on contracts\* include a requirement that contractors comply with this directive and handbook and with Government Printing and Binding Regulations. (b)

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\*"Contract" in this context encompasses the "Standard Order for DOE Work" (NRC Form 173), interagency and international agreements, and grants.

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**Volume 3, Part 1 - Publications, Mail, and Information Disclosure  
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Directive 3.8**

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**Office Directors  
(034) (continued)**

- Sign, or delegate signature authority for, the NRC Form 426A, "Release to Publish Unclassified NRC Contractor, Consultant, or Conference Proceedings Reports" (Exhibit 1 of Handbook 3.8), and for memoranda requesting reprints of contractor publications. (c)

**Director, Office of Administration (ADM)  
(035)**

As delegated from the DEDS, administers NRC's programs and policies for publishing unclassified contractor and grantee reports and books in the NUREG series.

**Director, Division of Freedom of  
Information and Publications  
Services, (DFIPS), ADM  
(036)**

- Develops and administers, as delegated from the Director, ADM, NRC's program and policies for publishing unclassified contractor, consultant, and grantee formal reports, books, and international agreement reports in the NUREG/CR, NUREG/GR, and NUREG/IA series. (a)
- Applies the policy, procedures, standards, and guides for the documentation, formatting, composition, printing, and dissemination of NRC-sponsored publications in the NUREG series consistent with the mission of the agency and in accordance with the requirements of the Government Printing and Binding Regulations issued by the Joint Committee on Printing, U.S. Congress. (b)
- Develops and administers the central agency publication numbering system for identifying, producing, and retrieving unclassified NRC-sponsored publications in the NUREG series. (c)

**Director, Division of Contracts (DC), ADM  
(037)**

Ensures that those requests for proposals, invitations for bids, and grant proposals, and the ensuing contracts and grants that require

**Director, Division of Contracts (DC), ADM**  
(037) (continued)

publications as deliverables include provisions requiring that contractors comply with this directive and handbook and with Government Printing and Binding Regulations.

**Applicability**  
(3.8-04)

**Employees**  
(041)

All NRC employees shall follow the policy and guidance specified in this directive and handbook.

**Other Publications**  
(042)

The provisions of this directive and handbook do not apply to NRC staff publications in the NUREG series, NRC docket material, or documents created by NRC boards, panels, advisory committees, or offices that report to the Commission.

**Handbook**  
(3.8-05)

Handbook 3.8 gives detailed guidelines for preparing unclassified contractor and grantee publications in the NUREG series.

**References**  
(3.8-06)

*A Manual of Style*, University of Chicago Press.

Atomic Energy Act of 1954, as amended (42 U.S.C. 2011 et seq.).

“Copyrights,” Title 17, *United States Code*.

“Cost Principles for State and Local Governments,” OMB Circular A-87, Office of Management and Budget, January 1981.

Energy Reorganization Act of 1974, as amended (42 U.S.C. 5801 et seq.).

**Volume 3, Part 1 - Publications, Mail, and Information Disclosure  
Unclassified Contractor and Grantee Publications in the NUREG Series  
Directive 3.8**

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## **References**

(3.8-06) (continued)

“Federal Grant and Cooperative Agreement Act,” Pub. L. 95-224, February 3, 1978.

“Federal Regulation Requirements,” Executive Order 12291, February 17, 1981 (5 U.S.C. 5601 Note).

Freedom of Information Act (5 U.S.C. 552).

Government Printing and Binding Regulations, Pub. L. 101-9, February 1990.

“Grants and Agreements With Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations,” OMB Circular A-110, Office of Management and Budget, July 1976.

Memorandum of Understanding Between the Department of Energy and the U.S. Nuclear Regulatory Commission, February 24, 1978.

Memorandum of Agreement Between the Institute of Nuclear Power Operations and the U.S. Nuclear Regulatory Commission, dated September 17, 1993.

NRC Management Directive 3.9, “NRC Staff and Contractor Speeches, Papers, and Journal Articles on Regulatory and Technical Subjects.”

— 3.11, “Conferences and Conference Proceedings.”

— 12.2, “NRC Classified Information Security Program.”

— 12.6, “NRC Sensitive Unclassified Information Security Program.”

NUREG-0650, Revision 1, “Publishing Documents in the NUREG Series,” November 1990.

NUREG/BR-0075, Revision 2, “NRC Field Policy Manual,” Field Policy Manual No. 9, dated March 22, 1993.

“Public Printing and Documents,” Title 44, Chapter 3, Government Printing Office, *United States Code*.

*U.S. Government Printing Office Style Manual*, 1984.

***Unclassified Contractor and  
Grantee Publications in the  
NUREG Series***

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***Handbook  
3.8***

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## Part I

### Introduction

This handbook specifies the procedures that the Nuclear Regulatory Commission (NRC) contractors and grantees need to follow when preparing the following publications for the NRC: (A)

- Final NUREG reports (1)
- International agreement reports (2)
- Books (3)
- Grant publications (4)

The handbook is divided into six major parts and includes a glossary and exhibits. Part II provides general information for staff consideration in preparing **statements of work**. Parts III, IV, V, and VI provide publishing guidelines specific to, respectively, **contractor reports, international agreement reports, books, and grantee publications**. (B)

*Contractor* means a private contractor, consultant, expert, another State or Federal agency working under an interagency agreement, or a Department of Energy (DOE) facility or subcontractor, such as a national laboratory, working under the DOE/NRC Memorandum of Understanding of February 24, 1978, and any subcontractors of these organizations. (C)

This directive and handbook, as well as a copy of “Publishing Documents in the NUREG Series” (NUREG-0650, Revision 1), must be included or referenced in all contracts, interagency and international agreements, and grants for which the publications previously listed are contract deliverables or grant obligations. In addition to the guidelines specific to each type of publication that appear in subsequent parts of this handbook, all statements of work must contain the applicable guidelines outlined in Part II. (D)

## **Part II**

# **Preparing Publication Requirements for Statements of Work for Contracts**

### **Specifying Publication Requirements (A)**

List and describe the type of technical reports required from each project, task, or subtask, as applicable. State when, how many, and to whom the reports should be submitted and the scope of information they should contain. These reports may be unclassified, sensitive unclassified, or classified. For guidelines and requirements covering sensitive unclassified and classified publications, refer to Management Directive (MD) 12.2, "NRC Classified Information Security Program," and MD 12.6, "NRC Sensitive Unclassified Information Security Program." (1)

This directive and handbook pertain to publications that will be issued in the NUREG/CR, NUREG/IA, and NUREG/GR series. (2)

### **Publishing Formal Reports (B)**

NUREG series reports will be printed and distributed by NRC from camera-ready copy submitted by the contractor to the Publications Branch, Mailstop T-6 E7, U.S. Nuclear Regulatory Commission, Washington, DC 20555-0001. The camera-ready copy is to be prepared in accordance with the provisions of this handbook. Recommended guidelines for the organization and format of formal reports are specified in "Publishing Documents in the NUREG Series" (NUREG-0650, Revision 1). (1)

When the report contains sensitive unclassified or classified information, the contractor must comply with MD 12.2. (2)

## **Publishing Formal Reports (B) (continued)**

If a draft is desired before completing a final report, specify in the statement of work (SOW) the due date for delivering the final camera-ready copy after receiving comments from NRC staff or participants (if applicable) on the draft. State that all draft material be submitted to the cognizant NRC contact. (3)

When the contractor is to submit draft material for comment before preparing the final report, state that the contractor will be asked to make changes if there are comments from NRC staff or participants. If agreement on the changes is reached, the NRC contact will authorize the contractor to prepare the final copy and submit it to the NRC contact if it is a letter report or input to a Safety Evaluation Report or an Environmental Statement, or to the Director, Division of Freedom of Information and Publications Services (DFIPS) if it is a camera-ready copy for printing and distribution. This procedure will ensure proper publication, handling, distribution and, among other things, preclude further changes that might nullify the agreement. (4)

If special caveats were agreed to between the contractor and the NRC contact, the caveats should accompany the NRC Form 426A (Exhibit 1) for approval when it is sent to the NRC contact. A copy of special caveats should also accompany the camera-ready copy sent to DFIPS. (5)

If agreement on changes to a formal technical report to be issued in the NUREG/CR series is not reached, the NRC contact may request the contractor to prepare the camera-ready copy with, in addition to the standard disclaimer required on all contractor formal reports (see Section (F), Part III of this handbook), any caveats deemed necessary to cover NRC objections. These caveats may range from "The views expressed in this report are not necessarily those of the U.S. Nuclear Regulatory Commission" to the addition of a preface setting forth the NRC opinion or footnotes at appropriate locations within the text. (6)

If NRC objections cannot be covered in this manner, NRC can refuse to publish the report. In the case of DOE/national laboratory reports, the DOE Operations Office Manager responsible for the laboratory should be informed by the NRC office director or regional administrator of the decision and the reasons therefor. A copy of the decision should be sent to the laboratory director. In the case of another Federal agency, a State, or a private contractor, the person who entered into the contract should similarly be informed by the

## Publishing Formal Reports (B) (continued)

NRC contracting officer. The contractor is then free to publish the report without identifying NRC as the funding sponsor of the report and without the NRC disclaimer. Decisions by the office director or designee may be appealed to the appropriate Deputy Executive Director for Operations. (7)

## Publishing Unclassified Information in the Open Literature and Presenting Papers (C)

Specify whether the contractor's principal investigator is permitted to publish in the **open literature** instead of submitting a final report and/or to present papers at public or association meetings during the course of the work. If this arrangement is authorized, add the following statement to the SOW: (1)

**The principal investigator may publish the results of this work in the open literature instead of submitting a final report or may present papers at public or association meetings at interim stages of the work.**

If the NRC contact wants to review the paper or journal article before presentation or submission for publication, so state in the SOW, as follows: (2)

**The principal investigator may publish the results of this work in the open literature instead of submitting a final report or may present papers at public or association meetings at interim stages of the work if the article or paper has been reviewed by the NRC contact in draft form and agreement has been reached on the content.**

If agreement is not reached, NRC may also require that the paper include in addition to the standard statement "Work supported by the U.S. Nuclear Regulatory Commission," any caveats deemed necessary to cover NRC objections. If NRC objections cannot be covered in this manner, NRC may refuse to authorize publication in the open literature and/or presentation of papers. (3)

In the latter case, NRC will inform the contractor of the decision, as previously stated. The contractor is then free to publish without identifying NRC as the funding sponsor of the information. Decisions by office directors or designees may be appealed to the appropriate NRC Deputy Executive Director for Operations. (4)

## Publishing Unclassified Information in the Open Literature and Presenting Papers (C) (continued)

If the contractor proposes to publish in the **open literature** or present the information at meetings *in addition* to submitting the required technical reports, approval of the proposed article or presentation should be obtained from NRC. NRC shall approve the material as submitted, approve it subject to NRC-suggested revisions, or disapprove it. In any event, NRC may disapprove or delay presentation of papers on information that is subject to the Commission's approval that has not been ruled upon or that has been disapproved. (5)

If the contractor requests permission to publish in the open literature even though the contract does not explicitly provide for this type of publication, the contract can be modified to provide for such presentations. (6)

When the contractor submits journal articles for publication, each must be accompanied by the following statement: (7)

**The submitted manuscript has been authored by a contractor of the U.S. Government under Contract\* No. \_\_\_\_\_. Accordingly, the U.S. Government has a nonexclusive, royalty-free license to publish or reproduce the published form of this contribution, or allow others to do so, for U.S. Government purposes.**

All published papers and articles must include the following disclaimer: (8)

**This report was prepared as an account of work sponsored by an agency of the United States Government. Neither the United States Government nor any agency thereof, nor any of their employees, makes any warranty, expressed or implied, or assumes any legal liability or responsibility for any third party's use or the results of such use, of any information, apparatus, product, or process disclosed in this report, or represents that its use by such third party would not infringe privately owned rights. The views expressed in this paper are not necessarily those of the U.S. Nuclear Regulatory Commission.**

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\*For DOE work orders, the appropriate job code number is applicable.

## Publishing Unclassified Information in the Open Literature and Presenting Papers (C) (continued)

If the contractor is requested by the journal or other publisher to transfer the copyright, the contract author will respond to the journal or other publisher in writing in accord with the sample letter shown as follows: (9)

**Dear (Copyright Holder's Name):**

We recently received a document for signature assigning copyright and republication rights in the submitted article (title) to (name of publication). This letter is offered in lieu of the document as a means of completing the transfer of ownership. Accordingly, we hereby expressly transfer and assign our rights of ownership in the above-cited work to (name of publisher).

You are advised, however, that the above assignment and any publication or republication of the above-cited work is subject to the following Government rights:

The submitted manuscript has been authored by a contractor of the U.S. Government under Contract No. \_\_\_\_\_. Accordingly, the U.S. Government has a nonexclusive, royalty-free license to publish or reproduce the published form of this contribution, or allow others to do so, for U.S. Government purposes.

Sincerely,

If NRC approves open literature publication and page charges and travel costs are required for the presentation of papers, see MD 3.9, "NRC Staff and Contractor Speeches, Papers, and Journal Articles on Regulatory and Technical Subjects." (10)

## Reports Containing Sensitive Unclassified and Classified Information (D)

Examples of the proper marking of reports designated Official Use Only, Limited Official Use, Proprietary Information, Safeguards Information, and classified (CONFIDENTIAL, SECRET, and TOP SECRET) are specified in MD 12.2.

## **Conference and Workshop Proceedings (E)**

If NRC approves publication of compilations of papers presented at NRC-sponsored or cosponsored meetings, conferences, and symposia, see MD 3.11, "Conferences and Conference Proceedings."

## **Distribution of Reports to Contractors (F)**

Up to 50 copies of printed unclassified NUREG/CR, NUREG/GR, and NUREG/IA reports will be bulk shipped to the contractor by NRC. (The Joint Committee on Printing's *Government Printing and Binding Regulations* permit contractors to receive free of charge up to 50 copies of reports they have produced for NRC.) If fewer than 50 copies are needed, indicate the desired quantity on NRC Form 426A (Exhibit 1). Contractors requesting single copies for specific individuals in organizations other than the contractor's organization who are not included in the distribution requested by the NRC contact may address such a request, with written justification, to the NRC contact. If the additional distribution is approved by the NRC contact, the contractor shall send address labels with the camera-ready copy to the Publications Branch, DFIPS, USNRC, Washington, DC 20555-0001, and that distribution will be made along with the standard distribution.

## **Coordinating Contractor Press or Other Media Releases of Information (G)**

A contractor may request permission to issue a press or other media release on the work being done. That request must be made to the NRC office director or designee, who will consult with the staff of the Office of Public Affairs. The contractor must not issue a press release on nonroutine information without this prior approval. This approval may be obtained by a telephone call to the office director or designee to expedite the request. The contractor may appeal decisions not to authorize the release of information or delays in handling the request to the appropriate Deputy Executive Director for Operations.

## **Part III**

# **Draft and Final NUREG Reports**

### **Identification Information (A)**

#### **NUREG Number (1)**

Each contractor report published by NRC must be identified by a unique alphanumeric designation controlled and maintained by the Division of Freedom of Information and Publications Services (DFIPS). To obtain an NRC report number, call the Publications Branch, DFIPS, at (301) 415-7008. (a)

The NRC identification numbers will have one of the following forms: (b)

- NUREG/CR-0000
- NUREG/GR-0000
- NUREG/IA-0000

CR indicates contractor report, GR indicates grant report, and IA indicates international agreement report. The contractor report number, if any, will be placed below the NUREG number on the title page and cover. (c)

When a report consists of more than one volume or binding, or is issued in more than one edition, an appropriate volume, number, supplement, part, addendum, or revision designation must appear immediately below the NRC report number and the contractor's report number, if any. (d)

#### **Authors' Names (2)**

Authors' names must appear on the report cover and title page, unless placing them there is impractical, as for an annual report having many contributors. Editors or compilers with subject-area expertise may also be identified as such on the cover and title page. The authors'

## **Identification Information (A) (continued)**

### **Authors' Names (2) (continued)**

affiliation need not be listed unless it differs from the organization creating the report.

### **Organizational Identification (3)**

The Publications Branch, DFIPS, prepares the covers and title pages for all reports and will list information about the organization that created the report as it is provided.

### **Previous Reports in Series (4)**

If the report being prepared is one in an ongoing series, list all previous reports in the series. Include report numbers and issuance dates. Place this list on the back of the title page. If this list cannot be placed on a single page, place the pages at the end of the front matter rather than on the back of the title page.

### **Report Dates (5)**

The report dates are shown on the title page. These dates include the month and year the report is completed and the month and year it is published.

## **Report Organization and Components (B)**

The organization and components of contractor reports vary, depending on their purpose and scope. Recommended format and organizational guidelines appear in "Publishing Documents in the NUREG Series" (NUREG-0650, Revision 1). (1)

Each draft and final report prepared for NRC must include an abstract of 200 words or less that appears on a separate page preceding the table of contents. The abstract also must appear on the "Bibliographic Data Sheet," NRC Form 335 (Exhibit 2). Instructions for completing NRC Form 335 appear on the back of the form. Guidelines on the special writing requirements for preparing abstracts appear in Section 5.5 of NUREG-0650, Revision 1. (2)

## **Pre-Publication Reviews (C)**

### **Patent Review (1)**

Patent implications must be considered before approval of reports for public release so that disclosure will not adversely affect the patent

## **Pre-Publication Reviews (C) (continued)**

### **Patent Review (1) (continued)**

rights of NRC or the contractor. If the work being reported is contractually managed through another Government agency (e.g., DOE national laboratories), the contractor should request that Government agency to perform the patent review. The result of the review must be reported on NRC Form 426A under item 8 (see Exhibit 1). (a)

If NRC directly administers the contract, or the contractor is unable to obtain a patent clearance from the Government agency administering the contract, the responsible NRC contracting officer must be consulted, and the responsible NRC technical contact shall consider the patent implications. If the report does not require a patent review because the report does not contain any description of novel technical developments that may be of an inventive nature, mark "N/A" on the NRC Form 426A in the space for the Patent Counsel's signature. If a possibility exists that developments of an inventive nature are disclosed, the contracting officer shall request assistance from the NRC Assistant General Counsel for Administration, Office of the General Counsel, on (301) 415-1553. (b)

### **Security Review (2)**

If a report of sensitive unclassified or classified work is required, the NRC contact must work with the NRC Division of Security to establish the appropriate procedures and inform the contractor of these procedures through the contracting officer. The standards for marking and handling these reports are given in Management Directive (MD) 12.2, "NRC Classified Information Security Program."

### **Copyright Review (3)**

Copyrighted material must not appear in NRC-sponsored publications without written permission from the copyright holder. See Section 3.4 of NUREG-0650, Revision 1, for information about obtaining copyright permission.

## **Color Printing (D)**

Regulations issued by the Joint Committee on Printing (JCP) restrict the use of color in printed materials to those uses that are of demonstrable value. JCP regulations specify that "demonstrably valuable multicolor printing" includes the following categories: (1)

## **Color Printing (D) (continued)**

- Maps and technical diagrams for which additional color is necessary for clarity. (a)
- Object identification (medical specimens, diseases, plants, flags, uniforms, etc.). (b)
- Safety programs, fire prevention, savings bonds programs, and competitive areas of personnel recruiting. (c)
- Areas wherein clearly identifiable savings in costs can be soundly predicated on multicolor use. (d)
- Printing for programs required by law, whose relative success or failure is in direct ratio to the degree of public response, and for which that response can be logically attributable to the number of colors planned and the manner in which they are proposed to be used. (e)
- Color for promotional or motivational purposes, such as programs concerning public health, safety, and consumer benefits, or to encourage utilization of Government facilities, such as programs for Social Security, Medicare, and certain areas of need for veterans. (f)

The regulations indicate that the following categories do not meet the “demonstrable value” criteria: (2)

- Printed items wherein additional color is used primarily for decorative effect. (a)
- Printed items for which additional color is used primarily in lieu of effective layout and design. (b)
- Printed items for which additional color is used excessively, that is, four colors when two or three will fulfill the need, three colors when two are adequate, two colors when one is adequate. (c)
- Printed items wherein the inclusion of multicolor does not reflect careful, competent advance planning that recognizes the contribution that the use of color is expected to make to the ultimate end-purpose. (d)

## **Color Printing (D) (continued)**

If color printing is anticipated when the statement of work or standard order for DOE work is being prepared, contact the Publications Branch, DFIPS. Prior approval must be granted by the Director of DFIPS. If a requirement for color printing arises as the report is being prepared, submit a written justification for its use to the Director of DFIPS. (3)

## **Microfiche (E)**

NRC contractors and DOE laboratories submitting microfiche with reports must submit a hard copy of each microfiche, include headers on each microfiche as shown in Exhibit 3, and conform to the following NRC specifications.\*

- Microfiche must conform to either the 24/98 format for source documents with 14 columns and 7 rows (reduction ratio of 1 to 24) or the 48/270 format for computer output microfilm with 18 columns and 15 rows (reduction ratio of 1 to 48). (1)
- The microfiche sheet must be standard 105 mm by 148 mm. (2)
- The microfiche must be either a silver-halide master or a black or blue-black diazo placed in acid-free envelopes. (3)
- The microfiche must contain headers as shown in the sample in Exhibit 3. Specifically, the first block of the header must contain the NUREG number (include volume or revision, if applicable), the contractor identification number, and the classification (e.g., unclassified, proprietary). The second block must contain the description of the microfiche and may include the contractor's name. The third block must contain the publication date and the sheet identification. (4)
- The header information must be eye readable on a clear background. (5)
- A foldout page must be microfilmed in sections if the page is too large to be microfilmed in a double frame. No less than 25-mm overlap of original material is acceptable. (6)

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\*With the exception of items (3), (4), and (8), these specifications are consistent with the American National Standards Institute "Standard for Micrographics-Microfiche, ANSI/AIIM MSS-1985." Copies of this standard are available from the American National Standards Institute, ATTN: Sales Department, 11 West 42nd Street, 13th floor, New York, NY 10036 (212) 642-4900, or from the Association for Information and Image Management, ATTN: Publications Section, 1100 Wayne Avenue, Silver Spring, MD 20910 (301) 587-8202.

## Microfiche (E) (continued)

- The first frame must be blank (on the first sheet only), and the second frame must contain the National Institute of Standards and Technology's (NIST's) Reference Material resolution target in Microcopy Test Charts (NBS SRM 1010A). (7)
- Jacketed microfiche is unacceptable. (8)

## Disclaimers (F)

The following notice will be added by the Publications Branch, DFIPS, before the printing process on the inside front cover: (1)

**This report was prepared as an account of work sponsored by an agency of the United States Government. Neither the United States Government nor any agency thereof, nor any of their employees, makes any warranty, expressed or implied, or assumes any legal liability or responsibility for any third party's use, or the results of such use, of any information, apparatus, product, or process disclosed in this report, or represents that its use by such third party would not infringe privately owned rights.**

The branch will print the additional statement, "The views expressed in this report are not necessarily those of the U.S. Nuclear Regulatory Commission," below the standard disclaimer, if appropriate. Other qualifying statements may be added, if needed. (2)

## Availability Information (G)

### Reference Material (1)

Reports or other documents referenced in text, reference sections, bibliographies, and appendixes of unclassified regulatory and technical reports in the NUREG series must be available to the public either in the public domain (as in a public library, at the Government Printing Office (GPO), at the National Technical Information Service (NTIS), or at other reference or sales outlets) or in the NRC Public Document Room (PDR). This means that references should not be made to personal communications and interviews, unpublished information and information with restricted distribution (e.g., proprietary, National Security, and Official Use Only). If the unretrievable information is important and unrestricted, quote it in

## **Availability Information (G) (continued)**

### **Reference Material (1) (continued)**

the text or in footnotes. Provide any credit due to individuals in the text or in an acknowledgment section. Availability may be stated collectively for all entries. (a)

Although proprietary reports may not be included in a list of references, listing or identification of proprietary reports may be included in an appendix or in a separate listing following the reference section titled "Proprietary Sources of Information." (b)

In addition, reference to Institute of Nuclear Power Operations (INPO) documents may not be made without prior approval from INPO. Approval to reference INPO documents must be stated on the NRC Form 426A. (c)

Guidelines for developing and presenting reference material are provided in NUREG-0650, Revision 1. (d)

### **Reports (2)**

Most final reports are sold by GPO and NTIS. A statement indicating this availability is added to each report, as appropriate, by the Publications Branch staff before the report is printed. (a)

Draft reports for which comments are requested are typically announced in the *Federal Register* as being available from the NRC. These reports are not sold at GPO or at NTIS. (b)

## **Forms (H)**

### **Bibliographic Data Sheet (NRC Form 335) (1)**

All published NRC reports must include an NRC Form 335 as the final right-hand page of the manuscript. Instructions for completing the NRC Form 335 appear on the back of the form. A completed NRC Form 335 must be submitted to the Technical Publications Section, DFIPS, with the camera-ready copy of the report. Exhibit 2 shows a completed NRC Form 335.

### **Release To Publish Unclassified NRC Contractor, Consultant, or Conference Proceedings Reports (NRC Form 426A) (2)**

The NRC contact must submit a completed NRC Form 426A (see Exhibit 1) with the camera-ready copy of the report to the Technical Publications Section, DFIPS. NRC Form 426A must be signed by the staff member designated by the appropriate office director.

## **Printing and Reprinting (I)**

The Publications Branch, DFIPS, will review the camera-ready report submitted for printing for its adherence to the standards and requirements set forth in this directive and handbook, as well as any relevant guidelines from NUREG-0650, Revision 1. Unsatisfactory manuscripts will be returned to the NRC contractor for appropriate action. (1)

Submit a memorandum requesting a **reprint** to the Director, DFIPS, or designee, for approval. Include with the request a written justification and the approval of the office director or designee for reprinting. Also provide address labels for recipients not on NRC standard distribution lists. (2)

## **Distribution (J)**

The Publications Branch, DFIPS, will arrange distribution for all copies of unclassified formal contractor reports in accordance with instructions on NRC Form 426A (Exhibit 1). The Publications Branch will also arrange automatic distribution of these reports to NRC NUDOCS, the NRC PDR, NTIS, GPO, and the GPO Federal Depository Library Program. (1)

Sensitive unclassified and classified reports will be distributed by the NRC sponsoring office on a case-by-case basis. (2)

## **Part IV**

# **International Agreement Reports**

### **Background and Rationale (A)**

NRC has cooperative nuclear safety research programs that involve either or both foreign governments and organizations and U.S. industry. These programs include monetary contributions, information exchange, and comments on program plans and results as authorized in the Energy Reorganization Act of 1974. To this end, international and U.S. industry agreements have been signed that provide for transmitting unclassified technical information from foreign participants to NRC. These procedures apply only to NRC-managed work. (1)

The interests of all NRC international nuclear safety research program participants are served best by formal dissemination of information on these programs or codes developed for or in cooperation with NRC. (2)

### **Identification Information (B)**

#### **Cover and Title Page (1)**

The cover and title page will contain a title, a subtitle (if appropriate), the names of the authors, the performing organization, and the NRC office sponsoring the project. The cover and title page will be prepared by the Publications Branch, Division of Freedom of Information and Publications Services (DFIPS).

#### **NRC Report Number (2)**

Each report must be identified by an NRC-controlled alphanumeric number as the prime number unique to that report. The centralized document control system for unique identification is maintained by DFIPS. Numbers may be obtained by calling the Publications Branch at (301) 415-7008. (a)

## **Identification Information (B) (continued)**

### **NRC Report Number (2) (continued)**

The NRC identification number will have the form "NUREG/IA-000," where IA indicates "international agreement." The foreign participant's report number, if any, may be inserted below the NUREG number on the cover, if desired. (b)

When a report consists of more than one volume or binding or is issued in more than one edition, include an appropriate volume, number, supplement, part, addendum, or revision designation below the report number and the foreign participant's report number, if any. (c)

### **Previous Reports in Series (3)**

If the report being prepared is one in an ongoing series, list all previous reports in the series. Include report numbers and issuance dates. Place this list on the back of the title page. If this list cannot be placed on a single page, place the pages at the end of the front matter rather than on the back of the title page.

## **Report Organization and Components (C)**

The organization and components of cooperative agreement reports vary somewhat, depending on their purpose and scope. Each of these reports must include an abstract of 200 words or less that appears on a separate page before the table of contents. The abstract must also appear on the "Bibliographic Data Sheet," NRC Form 335 (Exhibit 2). Instructions for completing NRC Form 335 appear on the back of the form (Exhibit 2). Guidance on the special writing requirements for preparing abstracts appears in Section 5.5 of NUREG-0650, Revision 1.

## **Availability Information (D)**

### **References and Bibliographies (1)**

Reports or other documents referenced in text, reference sections, bibliographies, and appendixes of unclassified regulatory and technical reports in the NUREG series must be available to the public either in the public domain (as in a public library, at the Government Printing Office (GPO), at the National Technical Information Service (NTIS), or at other reference or sales outlets) or in the NRC Public Document Room. This means that references should not be made to personal communications, interviews, and unpublished information with restricted distribution (e.g., proprietary, National Security, Official Use Only). If the unretrievable information is important and

## Availability Information (D) (continued)

### References and Bibliographies (1) (continued)

unrestricted, it can be quoted in the text, in footnotes, or in appendixes. If the title of a document containing proprietary information is unclassified, it can also be quoted in the text or in a footnote. If credit is due to individuals, they can be mentioned in the text or in an acknowledgment section. Availability may be stated collectively for all entries. (a)

Although proprietary reports may not be included in a list of references, listing or identification of proprietary reports may be included in an appendix or in a separate listing following the reference section titled "Proprietary Sources of Information." (b)

In addition, reference to Institute of Nuclear Power Operations (INPO) documents may **not** be made without prior approval from INPO. Approval to reference INPO documents must be stated on the NRC Form 426A. (c)

Guidelines for developing and presenting reference material are provided in NUREG-0650, Revision 1. (d)

### Reports (2)

These reports will be made available for sale by GPO and NTIS.

## Disclaimer (E)

The following notice will be added by the Publications Branch, DFIPS, on the inside front cover before printing.

### NOTICE

**This report was prepared under an international cooperative agreement for the exchange of technical information. Neither the United States Government nor any agency thereof, nor any of their employees, makes any warranty, expressed or implied, or assumes any legal liability or responsibility for any third party's use, or the results of such use, of any information, apparatus, product, or process disclosed in this report, or represents that its use by such third party would not infringe privately owned rights.**

## **Forms (F)**

### **Bibliographic Data Sheet (NRC Form 335) (1)**

Submit a typed NRC Form 335 (Exhibit 2) with the camera-ready copy to the Technical Publications Section, DFIPS, as the final right-hand page.

### **Release to Publish Unclassified NRC Contractor, Consultant, or Conference Proceedings Reports (NRC Form 426A) (2)**

An NRC Form 426A (Exhibit 1) must be completed and signed by the office director or designee and submitted with the camera-ready copy of the report to the Technical Publications Section, DFIPS.

## **Classified or Sensitive Unclassified Information (G)**

The NRC contact should refer to Management Directive 12.2 or call the Division of Security for answers to questions about the status of classified or sensitive unclassified information in NUREG/IA reports.

## **Part V**

### **Books**

#### **General (A)**

These guidelines apply to books written by contractors and grantees that are printed by NRC. See Part VI of this handbook for guidance on publications, including books, by grantees.

#### **Definition (B)**

A book refers to a publication intended as a permanent reference or as a textbook or major critical review of a technical or regulatory topic.

#### **Format (C)**

Books are usually 6 by 9 inches in trim size, but size will be based on requirements such as ease of use and legibility for graphics, foldouts, and the like. The binding (casebound or paperback) will be chosen according to the need for durability. Additional guidance on manuscript preparations can be found in the *U.S. Government Printing Office Style Manual* and the Chicago University's *A Manual of Style*. Refer also to NRC's "Publishing Documents in the NUREG Series" (NUREG-0650, Revision 1). (1)

The contractor shall submit to the NRC project manager the typeset (photocomposed) manuscript suitable for printing. The NRC contact shall submit the manuscript to the Chief, Publications Branch, Division of Freedom of Information and Publications Services, (DFIPS), where it will be reviewed for adherence to the standards set forth and referenced in this directive and handbook. The manuscript will also be reviewed for printing acceptability by the Printing and Mail Services Branch, DFIPS. Unsatisfactory manuscripts will be reported to the NRC contact for appropriate contractual action by the NRC contracting officer or, in the case of Government agency or interagency agreement work, the publications manager of the performing organization. (2)

## **Format (C) (continued)**

DFIPS will approve the design of the cover and title page containing appropriate information concerning—(3)

- Authors' names (a)
- Organizational identification (b)
- Public availability and sales (c)

All books must include a comprehensive subject index of the book's contents, unless the book is made up almost exclusively of graphical or tabular matter. See NUREG-0650, or *The Chicago Manual Style* (13th ed.) for guidelines on creating an index. (4)

## **NRC Document Number (D)**

Each book must be identified by an NRC-controlled alphanumeric code unique to that book. The alphanumeric code will have the form NUREG/CR for books prepared by contractors and NUREG/GR for books prepared by grantees. (1)

When a book consists of more than one volume or binding, or is issued in more than one edition, include an appropriate volume, number, supplement, part, addendum, or revision designation directly below the document number. (2)

Numbers are assigned by the Publications Branch, DFIPS. The number may be obtained before the manuscript is submitted to DFIPS for printing by calling the Publications Branch at (301) 415-7166. The DFIPS staff will arrange to meet with the NRC contact for the project and, when appropriate, the author(s), to discuss the publication production requirements and the schedule for the book. (3)

## **Availability of Reference Materials (E)**

The guidelines for availability of reference material given in Section G of Part III of this handbook also apply to books prepared by contractors and grantees that are published by NRC.

## **Reviews (F)**

### **Peer (1)**

Books published by NRC must undergo peer review by experts within and outside NRC. Peer review refers to a critical evaluation of the technical contents of a publication. These reviews may be conducted anonymously by reviewers from the author's own or a related field who are totally independent of the work leading to the manuscript. (a)

Reviewers should be chosen by the NRC office sponsoring the book from the potential audience for the publication and should provide an independent judgment about whether the publication successfully accomplishes the author's aims. Peer reviewers should be chosen for their expertise in the subject matter of the book. They may come from academia, the national laboratories, other Federal agencies, or from other research institutes or consulting firms. They may be identified from the membership rolls of professional societies, American National Standards Institute (ANSI) subcommittees, and the like. Do not choose more than one reviewer from the same organization. (b)

When assessing potential peer reviewers, screen for demonstrated competence and achievement in a specific discipline or research specialty. Assess competence based on the quality of research accomplished, publications in refereed journals, and other significant technical activities, achievements, and honors. Consider the judgment, perspective, and objectivity of reviewers. Consider also the personal integrity of those selected to ensure the confidentiality of information reviewed. Finally, avoid real or perceived conflicts of interest. Do not choose reviewers who are licensees or consultants to licensees, nor reviewers from intervenor groups. Likewise, do not choose reviewers who may profit financially from influencing the information reviewed. (c)

The services of reviewers from outside the agency may be acquired through consultant services contracts. The decision as to whether to reimburse peer reviewers should be made on a case-by-case basis, however. Recognize that reimbursing peer reviewers may give the appearance of a conflict of interest, suggesting to some that because NRC is paying for this service, the agency will seek only reviewers thought to be favorably disposed to the material reviewed. One way to offset this impression is to seek recommendations for peer reviewers from independent organizations, such as the American Physics

## Reviews (F) (continued)

### Peer (1) (continued)

Society, the American Nuclear Society, the American Society of Mechanical Engineers, or appropriate universities. Reimbursement could then be made to the organization. (d)

### Copyright (2)

Copyrighted material must not be reproduced in NRC books without appropriate authority, usually written permission of the copyright holder. See Section 3.4 of NUREG-0650, Revision 1, for information about obtaining copyright permission.

### Security (3)

On the basis of the knowledge of the information sources used, the author is responsible for ensuring that the manuscript does not contain classified or other access-controlled information. If uncertainty exists with respect to the security classification of a reference document or manuscript, an authorized classifier or the NRC Division of Security should be contacted for assistance. See also Management Directive 12.2, "NRC Classified Information Security Program."

### Patent (4)

The patent review guidelines for draft and final formal reports specified in Section (C)(1) of Part III of this handbook also apply to books prepared by contractors and grantees.

## Publishing Authorization Form (G)

A completed NRC Form 426A (Exhibit 1), signed by the office director or designee or by a DOE national laboratory authorized official if the publication is prepared for the Office of Nuclear Regulatory Research, must be submitted to DFIPS with the book manuscript.

## Disclaimers (H)

The following standard U.S. Government notice will be added before printing: (1)

## Disclaimers (H) (continued)

**This document was prepared as an account of work sponsored by an agency of the United States Government. Neither the United States Government nor any agency thereof, nor any of their employees, makes any warranty, expressed or implied, or assumes any legal liability or responsibility for any third party's use, or the results of such use, of any information, apparatus, product, or process disclosed in this document, or represents that its use by such third party would not infringe privately owned rights.**

The following additional statement may be printed below the standard disclaimer, if authorized by the NRC office director or designee: (2)

**This document was prepared under U.S. Nuclear Regulatory Commission (NRC) Contract No. \_\_\_\_\_. The opinions, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the NRC.**

Other qualifying statements may be added, if needed. (3)

## Printing (I)

DFIPS will submit book manuscripts to GPO for printing. The printing cycle requires from 6 to 8 weeks.

## Distribution and Sales (J)

The DFIPS staff will arrange distribution in accordance with distribution guidance provided by the NRC project manager on NRC Form 426A (Exhibit 1). (1)

Free distribution should be limited to those who contributed materially to the book or to those for whom the book's subject matter bears directly on their work at or for NRC. (2)

DFIPS will arrange to make the book available for sale through GPO. DFIPS also will arrange to have it made available at the NRC PDR and for the GPO Federal Depository Library Program. (3)

## **Part VI**

# **Grant Publications**

### **Background and Rationale (A)**

The Nuclear Regulatory Commission funds grants for educational and nonprofit institutions, State and local governments, and professional societies for the expansion, exchange, and transfer of knowledge and ideas pursuant to the Atomic Energy Act of 1954, as amended, Sections 31.a and 141.b.

### **Publication of Results (B)**

The grant will specify the publication requirements of the award. Grant results may be published by NRC, by the grantee, or in the open literature.

#### **Publication by NRC (1)**

This publication option must be governed by the guidelines specified in Part III of this handbook for reports or in Part V of this handbook for books, as appropriate. See “Identification Information,” Section (C) of this part.

#### **Publication by a Grantee (2)**

When the grant specifies that the grantee is to publish the results of his or her work, the grantee must grant to the Government a royalty-free, nonexclusive, irrevocable license to reproduce, translate, publish, use, and dispose of all copyrightable material first produced or composed in the grantee’s performance under the grant.

#### **Publication by a Grantee in the Open Literature (3)**

When the grantee submits journal articles for publication, each article must be accompanied by the following statement: (a)

## Publication of Results (B) (continued)

### Publication by a Grantee in the Open Literature (3) (continued)

The submitted manuscript has been authored by a grantee of the U.S. Government under Grant No. \_\_\_\_\_. Accordingly, the U.S. Government has a nonexclusive, royalty-free license to publish or reproduce the published form of this contribution, or allow others to do so, for U.S. Government purposes.

All open literature publications prepared under this grant must contain the following statement: (b)

This paper was prepared with the support of the U.S. Nuclear Regulatory Commission (NRC) under Grant No. \_\_\_\_\_. The opinions, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the NRC.

If the grantee is requested by the journal or other publisher to transfer the copyright, the grantee author will respond to the journal or other publisher in writing in accord with the sample letter shown as follows: (c)

Dear (Publisher's Name):

We recently received a document for signature assigning copyright and republication rights in the submitted article (title) to (name of publication). This letter is offered in lieu of the document as a means of completing the transfer of ownership. Accordingly, we hereby expressly transfer and assign our rights of ownership in the above-cited work to (name of publisher).

You are advised, however, that the above assignment and any publication or republication of the above-cited work is subject to the following Government rights:

The submitted manuscript has been authored by a grantee of the U.S. Government under Grant No. \_\_\_\_\_. Accordingly, the U.S. Government has a nonexclusive, royalty-free license to publish or reproduce the published form of this contribution, or allow others to do so, for U.S. Government purposes.

Sincerely,

## **Publication of Results (B) (continued)**

### **Reprints of Open Literature Publications (4)**

When any article resulting from work under the grant is published in a scientific, technical, or professional journal, two reprints of the publication must be sent to the cognizant NRC program officer, clearly labeled with the grant number and other appropriate identifying information.

## **Identification Information (C)**

Each report or book published by NRC that results from a grant must be identified by an alphanumeric number, "NUREG/GR-000," where "GR" indicates "grant report." (1)

When the publication consists of more than one volume, number, supplement, part, or binding, or is issued in more than one edition, an appropriate volume, supplement, part, or revision designation must appear below the NUREG/GR number. (2)

Numbers may be obtained from the Publications Branch at (301) 415-7008. (3)

## **Pre-Publication Reviews (D)**

The U.S. Congress characterizes the relationship between a Federal agency and a grant recipient as one in which "the recipient can expect to run the project without agency collaboration, participation, or intervention as long as it is run in accordance with the terms of the instrument."

## Glossary\*

**Book.** A publication intended as a permanent reference or textbook or as a major critical review of a technical or regulatory topic. It may be *casebound* (hardback) or paperbound.

**Camera-Ready Copy.** Pages ready for printing by the offset printing process. This is a colloquial term used even though the printing process may not involve the so-called copy camera (see also *reproducible masters*).

**Casebound.** Term denoting a book with a hard cover.

**Compose.** To arrange letters, in type or film, for printing. Usually synonymous with *typesetting*.

**Composition.** The process of setting type by hot-metal casting, phototypesetting, or electronic character generating devices (e.g., computers) for the purpose of producing *camera-ready copy*, negatives, a plate, or an image to be used in the production of *printing* or microform.

**Contractor Report.** Record of work done (a report) prepared in accordance with the provisions of a contract or under or pursuant to an interagency agreement.

**Copyright.** A form of protection provided by the laws of the United States (Title 17, U.S. Code), to the authors of "original works of authorship," including literary, dramatic, musical, artistic, and certain other intellectual works. This protection is available to both published and unpublished works. Generally, copyrighted material may not be reproduced without the permission of the author or the publisher.

**Disseminate.** To announce the publication of reports and make them available for free distribution, sale, or copying.

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\*Words in *italics* in definitions are also defined in the glossary.

## Glossary (continued)

**Distribution.** Reports dispensed to specific organizations and individuals to ensure their participation in the regulatory process and support of research and technological investigations. Such distribution may be accomplished by the use of standard distribution lists established and maintained by the Division of Freedom of Information and Publications Services at the request of the originating office or region.

**Documentation.** Classification and associated markings required for classified or sensitive unclassified documents, the NRC report number unique to the report, title (and subtitle, if any), author or correspondent (if any), organization identification and contract number (or job code number), date, and availability.

**Edition.** All copies of a book printed from the same type. Edition also refers to format, such as *paperback*, *casebound*, or to the text, as revised, expanded, and so on. If extensive revisions have been made to the text and the book is reprinted, the revised version is the new edition.

**Grant.** A legal instrument which defines the relationship between the Government and a recipient for the transfer of money, property, services, or anything of value to the recipient for the accomplishment of a public purpose of support or stimulation authorized by law. A grant presumes a limited amount of involvement by the agency in the performance by the recipient.

**Grant Report.** A record of work done prepared in accordance with the provisions of the *grant*.

**Index.** An alphabetical list of all major topics discussed in a *book*. It cites the page numbers where each topic can be found. The index is the last section of a book.

**International Agreement.** Cooperative nuclear safety research programs that involve either or both foreign governments and organizations and U.S. industry. Such involvement, authorized under 42 U.S.C. 5801, includes monetary contributions, information exchanges, and comments on program plans and results.

**International Agreement Report.** A record of work done prepared in accordance with the provisions of an *international agreement*.

## Glossary (continued)

**Manuscript.** A handwritten, typewritten, or *composed* version of a document, as distinguished from a printed copy.

**NRC Project Manager.** The NRC staff member responsible for the work performed by consultants or contractors and their subcontractors, or for work performed under or pursuant to an interagency agreement. -

**Paperback.** A *book* with a flexible paper cover.

**Peer Review.** A critical evaluation of the technical contents of a publication. These reviews are conducted by reviewers from the author's own or a related field who are totally independent of the work leading to the *manuscript*. Reviewers should be chosen from the potential audience for the publication and should provide an independent judgment about whether the publication successfully accomplishes the author's aims.

**Photocomposition.** *Typesetting* performed when photosensitive paper or film is exposed to light in the form of letters and characters. Photocomposition is to be distinguished from hot-metal and typewriter *composition*.

**Printing.** As defined by the Joint Committee on Printing, includes and applies to the process of *composition*, platemaking, presswork, collating, and microform; the equipment used in such processes; or the end product produced by such processes and equipment.

**Proprietary Information.** Trade secrets; privileged or confidential research, development, commercial, or financial information exempt from mandatory disclosure under 10 CFR Part 2 (Sections 2.740 and 2.790) and under 10 CFR Part 9 (Section 9.17); and other information submitted in confidence to the NRC by a foreign source and determined to be unclassified by the NRC.

**Public Domain.** Materials for which a *copyright* never existed, such as U.S. Government publications, or for which a copyright has expired.

**Publicly Available Documents.** Information (reports and references) that is available in the NRC Public Document Room (PDR) for public inspection and copying or available in the *public domain*.

## Glossary (continued)

**Reproducible Masters.** *Camera-ready copy* that includes (1) originals of line drawings (or prints that can be copied); (2) glossy prints of black and white photographs; (3) original *typeset* or printed text, tables, cover, title page, contents, and abstract; or (4) other forms of the materials that a printer can reproduce.

**Trim Size.** The final size of the whole page, margins included.

**Typesetting.** The placement of type on a page (letters, numbers, and other characters) in conformance with specific style and layout instructions.

**Unique Identification.** NRC identification (NUREG number) used on a report and its attachments, revisions, and supplements that is not used on any other publication.

Volume 3, Part 1 - Publications, Mail, and Information Disclosure  
 Unclassified Contractor and Grantee Publications in the NUREG Series  
 Handbook 3.8 Exhibits

**Exhibit 1**  
**NRC Form 426A, "Release to Publish Unclassified NRC Contractor, Consultant, or Conference Proceedings Reports"**

NRC FORM 426A D-89 NRCM 1102, 2202		U.S. NUCLEAR REGULATORY COMMISSION		1. REPORT NUMBER (if any) NUREG/CR-5627 BNL-NUREG-52257
RELEASE TO PUBLISH UNCLASSIFIED NRC CONTRACTOR, CONSULTANT, OR CONFERENCE PROCEEDINGS REPORTS (Please Type or Print)				Obtain from NRC Technical Publications Section (442-253)
2. TITLE AND SUBTITLE (Enter in full as shown on document) Alternate Modal Combination Methods in Response Spectrum Analysis			3. FIN OR GRANT NUMBER (ID# and for DOE contract number) A-3955	
4. AUTHORS (if more than three, state first author followed by "and others") P. Bezler and others				
5. CONTRACTOR Brookhaven National Laboratory Department of Nuclear Energy		MAILING ADDRESS (Number and Street, City, State and ZIP Code) Building 129 Upton, NY 11973		TELEPHONE NUMBER 666-2447
6. TYPE OF DOCUMENT (Check appropriate box)				
<input checked="" type="checkbox"/> A. TECHNICAL REPORT				
<input checked="" type="checkbox"/> FORMAL <input type="checkbox"/> LETTER REPORT				
<input type="checkbox"/> B. CONFERENCE PAPER (If so, complete items (1), (2), and (3) below)				
(1) TITLE OF CONFERENCE PAPER:				
(2) DATE(S) OF CONFERENCE:				
(3) LOCATION OF CONFERENCE:				
<input type="checkbox"/> C. OTHER (Indicate type of item)				
7. DISTRIBUTION (List NRC distribution code. Provide mailing address for special distribution not covered by NRC codes. If NRC code, provide name and mail stop only. If unusual, provide complete mailing address.) RA 50 copies: Judy Liu, Technical Information Division, Bldg. 477B, Brookhaven National Laboratory, Upton, NY 11973 10 copies: Nilesh Chokshi, RES, NLS-217				
CERTIFICATION ANSWER ALL QUESTIONS				
YES	NO	A. REFERENCE AVAILABILITY - In all references to this report include the words either through a subject library, the Government Printing Office, the National Technical Information Service, or the NRC Public Document Room. If no, list the specific availability of a referenced document with the reference being below.		
X		SPECIFIC AVAILABILITY		
	X	B. COPYRIGHTED MATERIAL - Does this report contain copyrighted material? If yes, attach a letter of release from the source that owns the copyright.		
	X	C. COMPUTER CODES - Does this report contain a computer code? If yes, does it comply with the standards in NRC Manual Chapter 0504, "Planning and Control of Automatic Data Processing (ADP) Procedures"?		
	X	D. PATENT CLEARANCE - Does this report require patent clearance? If yes, the NRC Patent Council must signify clearance by signing below.		
		NRC PATENT COUNCIL (Type or Print Name)	SIGNATURE	DATE
	X	E. INFORMATION REQUESTS - Does this report contain any questionnaires, surveys, or data collection requests?		
	X	F. LICENSING REQUIREMENTS - Does this report breach requirements on licensing?		
8. AUTHORIZATION				
A. DOE LAB AUTHORIZING/OFFICIAL (if applicable) (Type or Print Name) R.A. Bari		SIGNATURE R.A. Bari		DATE 9/25/90
B. NRC RESPONSIBLE STAFF MEMBER (Type or Print Name) A. Murphy		SIGNATURE A. Murphy	OFF/DIV 442-3860	TELEPHONE NLS217A
			MAIL STOP 10/10/90	DATE 10/10/90

**Volume 3, Part 1 - Publications, Mail, and Information Disclosure  
Unclassified Contractor and Grantee Publications in the NUREG Series  
Handbook 3.8 Exhibits**

**Exhibit 2  
NRC Form 335, "Bibliographic Data Sheet"**

<p>NRC FORM 335 (2-89)</p> <p align="center"><b>BIBLIOGRAPHIC DATA SHEET</b> <i>(See instructions on the reverse.)</i></p>		<p align="center">U.S. NUCLEAR REGULATORY COMMISSION</p> <p>1. REPORT NUMBER <i>(Assigned by NRC, Add Vol., Supp., Rev., and Addendum Numbers, if any.)</i></p> <p>NUREG/CR-5603 EGG-2607</p>					
<p>2. TITLE AND SUBTITLE</p> <p>Pressure-Dependent Fragilities for Piping Components: Pilot Study on Davis-Besse Nuclear Power Station</p>		<p>3. DATE REPORT PUBLISHED</p> <table border="1"> <tr> <td>MONTH</td> <td>YEAR</td> </tr> <tr> <td>October</td> <td>1990</td> </tr> </table>		MONTH	YEAR	October	1990
MONTH	YEAR						
October	1990						
<p>5. AUTHOR(S)</p> <p>D.A. Wesley, T.R. Kipp, D.K. Nakaki, H. Hadidi-Tamjed</p>		<p>4. FIN OR GRANT NUMBER</p> <p>B5699</p> <p>6. TYPE OF REPORT</p> <p>Technical</p> <p>7. PERIOD COVERED <i>(Indicate Dates)</i></p>					
<p>8. PERFORMING ORGANIZATION - NAME AND ADDRESS <i>(If NRC, provide Division, Office or Region, U.S. Nuclear Regulatory Commission, and mailing address; if other, provide name and mailing address.)</i></p> <table border="0"> <tr> <td>                 ABB Impell Corporation                  27401 Los Altos, Suite 480                  Mission Viejo, CA 92691             </td> <td>                 Under contract to:                  Idaho National Engineering Laboratory                  EG&amp;G Idaho, Inc.                  Idaho Falls, ID 83415             </td> </tr> </table>				ABB Impell Corporation 27401 Los Altos, Suite 480 Mission Viejo, CA 92691	Under contract to: Idaho National Engineering Laboratory EG&G Idaho, Inc. Idaho Falls, ID 83415		
ABB Impell Corporation 27401 Los Altos, Suite 480 Mission Viejo, CA 92691	Under contract to: Idaho National Engineering Laboratory EG&G Idaho, Inc. Idaho Falls, ID 83415						
<p>9. SPONSORING ORGANIZATION - NAME AND ADDRESS <i>(If NRC, give "Same as above"; if contractor, provide NRC Division, Office or Region, U.S. Nuclear Regulatory Commission, and mailing address.)</i></p> <p>Division of Safety Issue Resolution Office of Nuclear Regulatory Research U.S. Regulatory Commission Washington, D.C. 20555</p>							
<p>10. SUPPLEMENTARY NOTES</p>							
<p>11. ABSTRACT <i>(200 words or less)</i></p> <p>The capacities of four, low-pressure fluid systems to withstand pressures and temperatures above the design levels were established for the Davis-Besse Nuclear Power Station. The results will be used in evaluating the probability of plant damage from Interfacing System Loss of Coolant Accidents (ISLOCA) as part of the probabilistic risk assessment of the Davis-Besse nuclear power station undertaken by EG&amp;G Idaho, Inc. Included in this evaluation are the tanks, heat exchangers, filters, pumps, valves, and flanged connections for each system. The probabilities of failure, as a function of internal pressure, are evaluated as well as the variabilities associated with them. Leak rates or leak areas are estimated for the controlling modes of failure. The pressure capacities for the pipes and vessels are evaluated using limit-state analyses for the various failure modes considered. The capacities are dependent on several factors, including the material properties, modeling assumptions, and the postulated failure criteria. The failure modes for gasketed-flange connections, valves, and pumps do not lend themselves to evaluation by conventional structural mechanics techniques and evaluation must rely primarily on the results from ongoing gasket research test programs and available vendor information and test data.</p>							
<p>12. KEY WORDS/DESCRIPTORS <i>(Use words or phrases that will assist researchers in locating the report.)</i></p> <p>pressure-dependent fragilities piping components Interfacing System Loss of Coolant Accidents (ISLOCA) probabilistic risk assessment Davis-Besse Nuclear Power Station</p>		<p>13. AVAILABILITY STATEMENT</p> <p>Unlimited</p> <p>14. SECURITY CLASSIFICATION</p> <p><i>(This Page)</i></p> <p>Unclassified</p> <p><i>(This Report)</i></p> <p>Unclassified</p> <p>15. NUMBER OF PAGES</p> <p>16. PRICE</p>					

**Volume 3, Part 1 - Publications, Mail, and Information Disclosure  
Unclassified Contractor and Grantee Publications in the NUREG Series  
Handbook 3.8 Exhibits**

**Exhibit 2 (continued)**

**DO NOT PRINT THESE INSTRUCTIONS AS A PAGE IN THE NUREG REPORT**

**INSTRUCTIONS**

NRC FORM 335, BIBLIOGRAPHIC DATA SHEET, IS BASED ON GUIDELINES FOR FORMAT AND PRODUCTION OF SCIENTIFIC AND TECHNICAL REPORTS, ANSI Z39.18-1987 AVAILABLE FROM AMERICAN NATIONAL STANDARDS INSTITUTE, 1430 BROADWAY, NEW YORK, NY 10018. EACH SEPARATELY BOUND REPORT—FOR EXAMPLE, EACH VOLUME IN A MULTIVOLUME SET—SHALL HAVE ITS UNIQUE BIBLIOGRAPHIC DATA SHEET.

1. **REPORT NUMBER.** Each individually bound report must carry a unique alphanumeric designation (NUREG) assigned by the Regulatory Publications Branch, Division of Freedom of Information and Publications Services, in accordance with American National Standard ANSI Z39.23-1983, Standard Technical Report Number (STRN). Use uppercase letters, Arabic numerals, slashes, and hyphens only, as in the following examples: NUREG-0100, NUREG/CP-0010, NUREG/CR-0100, and NUREG/BR-0010. For reports in a series add Vol., Supp., Rev., and Addendum, when necessary. Add contractor cross-reference identification number (if any) below NUREG-series number, e.g., PNL-XXXX, SANDXX-XXXX, SAI-XXXX.
2. **TITLE AND SUBTITLE.** Title should indicate clearly and briefly the subject (coverage) of the report; including any subtitle to the main title. When a report is prepared in more than one volume, repeat the primary title, add volume number and include subtitle for the specific volume. Use upper and lower case letters, but capitalize computer code names. Do not use acronyms and initialisms in titles; may be added in parentheses.
3. **DATE REPORT PUBLISHED.** Each report must carry a date indicating month and year published.
4. **FIN OR GRANT NUMBER.** Insert the FIN or grant number under which report was prepared.
5. **AUTHOR(S).** Give name(s) in conventional order (e.g., John R. Doe, J. Robert Doe). List author's affiliation if it is different from the performing organization.
6. **TYPE OF REPORT.** State draft, final, preliminary, topical, technical, regulatory, annual, quarterly, etc.
7. **PERIOD COVERED.** Add inclusive dates.
8. **PERFORMING ORGANIZATION NAME AND MAILING ADDRESS.** Give name, street, city, state, and ZIP code. List no more than two levels of an organizational hierarchy. Display the name of the organization exactly as follows: Division, Office, Organization or Government agency, and address.
9. **SPONSORING ORGANIZATION.** If NRC, type "Same as above"; if contractor, provide NRC Division, Office or Region, U.S. Nuclear Regulatory Commission, and mailing address.
10. **SUPPLEMENTARY NOTES.** Enter information not included elsewhere but useful, such as: Prepared in cooperation with ... Presented at conference of ... To be published ... Docket No. ... When a report is revised, indicate whether the new report supersedes or supplements the older report.
11. **ABSTRACT.** Include a brief (200 words or less) factual summary of the most significant information contained in the report. If the report contains a significant bibliography or literature survey or multiple volumes, mention it here. Abstract is to be prepared by author or project manager.
12. **KEY WORDS/DESCRIPTORS.** Select from the Energy Data Base Subject Thesaurus, DOE/TIC-700R R-S, the proper authorized terms that identify the major concept of the research and are sufficiently specific and precise to be used as index entries for cataloging.
13. **AVAILABILITY STATEMENT.** Denote public releasability, for example "unlimited", or limitation for reasons other than security.
14. **SECURITY CLASSIFICATION.** Enter U.S. Security Classification in accordance with U.S. Security Regulations (i.e., unclassified).
15. **NUMBER OF PAGES.** Leave blank. (Added by NTIS)
16. **PRICE.** Leave blank. (Added by NTIS)

U.S. GOVERNMENT PRINTING OFFICE: 1983 O-344-084



CONTRACTOR SPENDING PLAN (CSP)

(to be completed as a part of the Offeror's Cost Proposal for each cost reimbursement contract or individual task order or for any contract or task order modification which exceeds \$100,000 and has a performance period exceeding 6 months)

Solicitation No. \_\_\_\_\_  
 Contract No. \_\_\_\_\_

Performance Period: from \_\_\_/\_\_\_/\_\_\_ to \_\_\_/\_\_\_/\_\_\_

Task Order No. \_\_\_\_\_  
 Modification No. \_\_\_\_\_  
 Offeror/Contractor Name: \_\_\_\_\_

Total Estimated Costs (including fixed fee, if any) of the Proposed Contract/Task Order/Modification (to a contract or task order) at the time of proposal submission.  
 Does not include options. \$ \_\_\_\_\_

Provide cost details by month for the total contract/task order/or task order modification

Cost Elements	<u>1st Month</u>	<u>2nd Month</u>	<u>3rd Month</u>	<u>4th Month</u>	<u>5th Month</u>	<u>6th Month</u>
Direct Costs	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Indirect Costs	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Total Estimated Costs including fixed fee if any	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Project Completion	_____x	_____x	_____x	_____x	_____x	_____x

Cost Elements	<u>7th Month</u>	<u>8th Month</u>	<u>9th Month</u>	<u>10th Month</u>	<u>11th Month</u>	<u>12th Month</u>
Direct Costs	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Indirect Costs	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Total Estimated Costs including fixed fee if any	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

Project \_\_\_\_\_

## CONTRACTOR SPENDING PLAN - INSTRUCTIONS

The Contractor Spending Plan (CSP) is an important tool for projecting and tracking contract costs and progress each task under the contract.

### Applicability

The Nuclear Regulatory Commission (NRC) requires that the CSP be completed for cost reimbursement contracts when the award amount is expected to exceed \$100,000 and the period of performance is expected to exceed 6 months. For task order type contracts, a CSP is required when an individual cost reimbursement task order is expected to exceed the above thresholds. When a contract or task order modification increases the contract or task order amount of a cost reimbursement contract or task order to over \$100,000 and the period of performance from the effective date of the modification to the contract or task order expiration exceeds 6 months, a CSP is required for all contract work to be performed after the effective date of the modification.

### Submission

1. A CSP is required:
  - a. as part of the cost proposal for a cost reimbursement contract or individual task order, or modification to a contract or task order which meets the above thresholds;
  - b. as part of the Best and Final Offer (if requested) as a result of negotiations;
2. Updated CSP information is required on a monthly basis or as approved by the CO as part of the "Financial Status Report" (Ref: Section F.3, "Financial Status Report").

### Format

The attached CSP sample format may be duplicated and used by the Contractor, or modified to permit more accurate reporting or to meet other needs of the contractor. For instance, the sample format provides spaces to report projected costs for 12 months, but the contractor may wish to alter the sample format for shorter or longer contract/task order periods. The contractor may also wish to alter the sample format for ease of typing or automated production. So long as complete information is provided on actual and projected costs or accomplishments, changes to the format to improve relevance to the circumstances are encouraged.

It is up to the discretion of the offeror to determine the appropriate level of cost detail to be presented based on the complexity of the effort. This plan reflects only the minimum requirements for submission of cost details which will be considered for completeness, reasonableness, and as a measure of effective management of the effort. The Contracting Officer reserves the right to request additional cost information, if deemed necessary.

SMALL BUSINESS AND SMALL DISADVANTAGED  
BUSINESS SUBCONTRACTING PLAN

Date \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

SOLICITATION OR CONTRACT NUMBER: \_\_\_\_\_

ITEM/SERVICE: \_\_\_\_\_

TOTAL AMOUNT OF CONTRACT (Including Options): \_\_\_\_\_

PERIOD OF PERFORMANCE: \_\_\_\_\_

1. TYPE OF PLAN

\_\_\_\_\_ Individual Plan (all elements developed specifically for this contract and applicable for the full term of this contract).

\_\_\_\_\_ Master Plan (Goals developed for this contract; all other elements standard; must be renewed every three years)

\_\_\_\_\_ Commercial Products Plan (contractor sells large quantities of off-the-shelf commodities to many Government agencies. Plans/goals negotiated by a lead agency on a company-wide basis rather than for individual contracts. Plan effective only during the year for which it is approved. The contractor must provide a copy of the lead agency approval.)

2. GOALS

The following, together with any attachments, is hereby submitted as a Subcontracting Plan to satisfy the applicable requirements of Public Law 95-507 as implemented by OFPP Policy Letter 80-2.

State separate dollar and percentage goals for small business, small disadvantaged business, and women-owned small business in the following format. (For a contract with options, provide a separate statement for the basic contract and individual statements for each option year.)

A. Total estimated dollar value and percent of planned subcontracting with small businesses (include small disadvantaged and women-owned small business):  
\$ \_\_\_\_\_ and \_\_\_\_\_ %

- B. Total estimated dollar value and percent of planned subcontracting with large businesses (all business concerns classified as "other than small") (% of C):  
\$ \_\_\_\_\_ and \_\_\_\_\_%
- C. Total estimated dollar value of all planned subcontracting, i.e., the sum of A and B above: \$ \_\_\_\_\_ and 100%
- D. Total estimated dollar value and percent of planned subcontracting with small disadvantaged businesses (% of C): \$ \_\_\_\_\_ and \_\_\_\_\_%
- E. Total estimated dollar value and percent of planned subcontracting with woman-owned small businesses (% of C): \$ \_\_\_\_\_ and \_\_\_\_\_%
- F. Provide a description of all the products and/or services to be subcontracted under this contract, and indicate the types of businesses supplying them: i.e., OTHER THAN SMALL (OTHER), SMALL BUSINESS (SB), SMALL DISADVANTAGED BUSINESS (SDB) and WOMEN-OWNED SMALL BUSINESS (WOSB)

<u>Subcontracted Product/Service</u>	<u>OTHER</u>	<u>SB</u>	<u>SDB</u>	<u>WOSB</u>
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(ATTACHMENT MAY BE USED IF ADDITIONAL SPACE IS REQUIRED)

- G. Provide a description of the method used to develop the subcontracting goals for small, small disadvantaged, and women-owned small business concerns; i.e., explain the method and state the quantitative basis (in dollars) used to establish the percentage goals; how the areas to be subcontracted to small, small disadvantaged, and women-owned small business concerns were determined; and how the capabilities of small, small disadvantaged, and women-owned small businesses were determined. Include any source lists used in the determination process.


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H. Indirect costs have \_\_\_\_ have not \_\_\_\_ been included in the dollar and percentage subcontracting goals stated above. (Check one.)

I. If indirect costs have been included, explain the method used to determine the proportionate share of such costs to be allocated as subcontracts to small, small disadvantaged, and women-owned small business concerns.

**3. Program Administrator**

Provide the name, title, position within the corporate structure, and duties and responsibilities of the employee who will administer the contractor's subcontracting program.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Duties:

Has general overall responsibility for the contractor's subcontracting program, i.e., developing, preparing, and executing individual subcontracting plans and monitoring performance relative to the requirements of this particular plan. These duties include, but are not limited to, the following activities:

- A. Developing and promoting company-wide policy initiatives that demonstrate the company's support for awarding contracts and subcontracts to small, small disadvantaged, and women-owned small business concerns; and assure that small, small disadvantaged, and women-owned small businesses are included on the source lists for solicitations for products and services they are capable of providing;
- B. Developing and maintaining bidder's lists of small, small disadvantaged, and women-owned small business concerns from all possible sources;
- C. Ensuring periodic rotation of potential subcontractors on bidder's lists;
- D. Ensuring that procurement "packages" are designed to permit the maximum possible participation of small, small disadvantaged, and women-owned small businesses;

- E. Making arrangements for the utilization of various sources for the identification of small, small disadvantaged, and women-owned small businesses such as the SBA's PRO-Net, the National Minority Purchasing Council Vendor Information Service, the Office of Minority Business Data Center in the Department of Commerce, the facilities of local small business and minority associations, and contact with Federal agencies' Small and Disadvantaged Business Utilization Specialists (SADBUS);
- F. Overseeing the establishment and maintenance of contract and subcontract award records;
- G. Attending or arranging for the attendance of company counselors at business opportunity workshops, Minority Business Enterprise seminars, trade fairs, procurement conferences, etc;
- H. Ensuring small, small disadvantaged, and women-owned small business concerns are made aware of subcontracting opportunities and how to prepare responsive bids to the company;
- I. Conducting or arranging for the conduct of training for purchasing personnel regarding the intent and impact of Section 8(d) of the Small Business Act on purchasing procedures;
- J. Monitoring the company's performance and making any adjustments necessary to achieve the subcontract plan goals; .
- K. Preparing, and submitting timely, required subcontract reports;
- L. Coordinating the company's activities during the conduct of compliance reviews by Federal agencies;
- M. Providing technical assistance; e.g., engineering, quality control, and managerial assistance to small, small disadvantaged, and women-owned small business;
- N. For contractors of the Department of Defense, NASA, and the U.S. Coast Guard: Ensuring that Historically Black Colleges and Universities (HBCUs) and Minority Institutions (MIs) shall be afforded maximum practicable opportunity; and
- O. Other duties

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#### 4. Equitable Opportunity

Describe efforts the offeror will make to ensure that small, small disadvantaged, and women-owned small business concerns will have an equitable opportunity to compete for subcontracts. These efforts include, but are not limited to, the following activities:

A. Outreach efforts to obtain sources:

1. Contacting minority and small business trade associations;
2. Contacting business development organizations;
3. Attending small and minority business procurement conferences and trade fairs;
4. Using PRO-Net to locate sources; and
5. Utilizing newspaper and magazine ads to encourage new sources.

B. Internal efforts to guide and encourage purchasing personnel:

1. Presenting workshops, seminars, and training programs;
2. Establishing, maintaining, and using small, small disadvantaged, and women-owned small business source lists, guides, and other data for soliciting subcontracts; and
3. Monitoring activities to evaluate compliance with the subcontracting plan.

C. Additional efforts:

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#### 5. Flow-Down Clause

The contractor agrees to include the provisions under FAR 52.219-8, "Utilization of Small Business Concerns," in all subcontracts that offer further subcontracting opportunities. All subcontractors, except small business concerns, that receive subcontracts in excess of \$500,000 (\$1,000,000 for construction of a public facility) must adopt and comply with a plan similar to the plan required by FAR 52.219-9, "Small Business Subcontracting Plan" (FAR 19.704).

## 6. Reporting and Cooperation

The contractor gives assurance of: (1) cooperation in any studies or surveys that may be required; (2) submission of periodic reports which show compliance with the subcontracting plan; (3) submission of Standard Form (SF) 294, "Subcontracting Report for Individual Contracts," and SF-295, "Summary Subcontract Report," in accordance with the instructions on the forms; and (4) ensuring that large business subcontractors with subcontracting plans agree to submit Standard Forms 294 and 295.

<u>Reporting Period Report Due</u>	<u>Due Date</u>
Oct. 1 - March 31 SF-294	04/30
Apr. 1 - Sept. 30 SF-294	10/30
Oct. 1 - Sept. 30 SF 295*	10/30*

Contractors of the Department of Defense (DoD) are required to submit the SF 295 semi-annually. Contractors of civilian agencies will be required to submit the SF 295 annually as shown in this chart, unless required more often by the procuring agency.

### ADDRESSES

(a) SF-294 to be submitted to the cognizant contracting officer and to SBA if the contract is not under the cognizance of DLA, or as otherwise specified in the contract; and

(b) SF-295 to be submitted to the Office of Small and Disadvantaged Business Utilization of the procuring agency, or as otherwise specified in the contract, and to the cognizant SBA Commercial Market Representative.

## 7. Recordkeeping

The following is a recitation of the types of records the contractor will maintain to demonstrate the procedures adopted to comply with the requirements and goals in the subcontracting plan. These records will include, but not be limited to, the following:

- A. If the prime contractor is not using PRO-Net as its source for small, small disadvantaged, and women-owned small business concerns, list the names of guides and other data identifying such vendors;
- B. Organizations contacted in an attempt to locate small, small disadvantaged, and women-owned small business sources;
- C. On a contract-by-contract basis, records on each subcontract solicitation resulting in an award of more than \$100,000 indicating: (1) whether small business concerns were solicited, and if not, why not; (2) whether small disadvantaged business concerns were solicited, and if not, why not; (3) whether women-owned small business concerns were solicited, and if not, why not; and (4) if applicable, the reason that the award was not

made to a small business concern;

- D. Records to support other outreach efforts, e. g., contacts with minority and small business trade associations, attendance at small and minority business procurement conferences and trade fairs;
- E. Records to support internal guidance and encouragement provided to buyers through: (1) workshops, seminars, training programs, incentive awards; and (2) monitoring of activities to evaluate compliance; and
- F. On a contract-by-contract basis, records to support subcontract award data including the name, address, and business size of each subcontractor. (This item is not required on a contract-by-contract basis for company or division-wide commercial plans.)
- G. Additional records:

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**This subcontracting plan was submitted by:**

Signature: \_\_\_\_\_

Typed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date Prepared: \_\_\_\_\_

Phone No.: \_\_\_\_\_

**Approval:**

Agency: \_\_\_\_\_

Signature: \_\_\_\_\_

Typed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

SMALL BUSINESS AND SMALL DISADVANTAGED  
BUSINESS SUBCONTRACTING PLAN

Date \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

SOLICITATION OR CONTRACT NUMBER: \_\_\_\_\_

ITEM/SERVICE: \_\_\_\_\_

The following, together with any attachments, is hereby submitted as a Subcontracting Plan to satisfy the applicable requirements of Public Law 95-507 as implemented by OFPP Policy Letter 80-2.

1. (a) The following percentage goals (expressed in terms of a percentage of total planned subcontracting dollars) are applicable to the contract cited above or to the contract awarded under the solicitation cited.
  - (i) Small Business concerns: \_\_\_\_\_% of total planned subcontracting dollars under this contract will go to subcontractors who are small business concerns.
  - (ii) Small Disadvantaged Business Concerns: \_\_\_\_\_% of total planned subcontracting dollars under this contract will go to subcontractors who are small business concerns owned and controlled by socially and economically disadvantaged individuals. This percentage is included in the percentage shown under 1.(a)(i), above, as a subset.
  - (iii) Women Owned Business Concerns: \_\_\_\_\_% of total planned subcontracting dollars under this contract will go to subcontractors who are small business concerns owned and controlled by socially and economically disadvantaged individuals. This percentage is included in the percentage shown under 1.(a)(i), above, as a subset.
- (b) The following dollar values correspond to the percentage goals shown in (a) above.
  - (i) Total dollars planned to be subcontracted to small business concerns:  
\$ \_\_\_\_\_.



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2. The following individual will administer the subcontracting program:

Name: \_\_\_\_\_

Address & Telephone:

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Title:

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This individual's specific duties, as they relate to the firm's subcontracting program, are as follows:

General overall responsibility for this company's Small Business Program, the development, preparation and execution of individual subcontracting plans, and for monitoring performance relative to contractual subcontracting requirements contained in this plan, including, but not limited to:

- (a) Developing and maintaining bidders' lists of small and small disadvantaged business concerns from all possible sources.
- (b) Ensuring that procurement packages are structured to permit small and small disadvantaged business concerns to participate to the maximum extent possible.
- (c) Assuring inclusion of small and SDB concerns in all solicitations for products or services which they are capable of providing.
- (d) Reviewing solicitations to remove statements, clauses, etc., which may tend to restrict or prohibit SB and SDB participation.
- (e) Ensuring periodic rotation of potential subcontractors on bidders' lists.
- (f) Ensuring that the bid proposal review board documents its reasons for not selecting low bids submitted by small and small disadvantaged business concerns.
- (g) Ensuring the establishment and maintenance of records of solicitations and subcontract award activity.
- (h) Attending or arranging for attendance of company counsellors at Business

Opportunity Workshops, Minority Business Enterprise Seminars, Trade Fairs, etc.

- (i) Conducting or arranging for conduct of motivational training for purchasing personnel pursuant to the intent of P.L. 95-507.
- (j) Monitoring attainment of proposed goals.
- (k) Preparing and submitting periodic subcontracting reports required.
- (l) Coordinating contractor's activities during the conduct of compliance reviews by Federal agencies.
- (m) Coordinating the conduct of contractor's activities involving its small and small disadvantaged business subcontracting program.
- (n) Additions to (or deletions from) the duties specified above are as follows:

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3. The following efforts will be taken to assure that small and small disadvantaged business concerns will have an equitable opportunity to compete for subcontracts:

- (a) Outreach efforts will be made as follows:
  - (i) Contacts with minority and small business trade associations
  - (ii) Contacts with business development organizations
  - (iii) Attendance at small and minority business procurement conferences and trade fairs
  - (iv) Sources will be requested from SBA's PASS system.
- (b) The following internal efforts will be made to guide and encourage buyers:
  - (i) Workshops, seminars and training programs will be conducted
  - (ii) Activities will be monitored to evaluate compliance with this subcontracting plan.
- (c) Small and small disadvantaged business concerns source lists, guides and other

data identifying small and small disadvantaged business concerns will be maintained and utilized by buyers in soliciting contracts.

(d) Additions to (or deletions from) the above listed efforts are as follows:

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4. The bidder (contractor) agrees that the clause entitled "Utilization of Small Business Concerns and Small Business Concerns Owned and Controlled by Socially and Economically Disadvantaged Individuals" will be included in all subcontracts which offer further subcontracting opportunities, and all subcontractors except small business concerns who receive subcontracts in excess of \$500,000 will be required to adopt and comply with a subcontracting plan similar to this one. Such plans will be reviewed by comparing them with the provisions of Public Law 95-507, and assuring that all minimum requirements of an acceptable subcontracting plan have been satisfied. The acceptability of percentage goals shall be determined on a case-by-case basis depending on the supplies/services involved, the availability of potential small and small disadvantaged subcontractors, and prior experience. Once approved and implemented, plans will be monitored through the submission of periodic reports, and/or, as time and availability of funds permit, periodic visits to subcontractors' facilities to review applicable records and subcontracting program progress.
5. The bidder (contractor) agrees to submit such periodic reports and cooperate in any studies or surveys as may be required by the contracting agency or the Small Business Administration in order to determine the extent of compliance by the bidder with the subcontracting plan and with the clause entitled "Utilization of Small Business Concerns and Small Business Concerns Owned and Controlled by Socially and Economically Disadvantaged Individuals" contained in the contract.
6. The bidder (contractor) agrees that he will maintain at least the following types of records to document compliance with this subcontracting plan:
  - (a) Small and small disadvantaged business concerns source lists, guides and other data identifying SB/SDBC vendors.
  - (b) Organizations contacted for small and small disadvantaged business sources.
  - (c) On a contract-by-contract basis, records on all subcontract solicitations over \$100,000, indicating on each solicitation (1) whether small business concerns were solicited, and, if not, why not; (2) whether small disadvantaged business concerns were solicited, and, if not, why not; and (3) reasons for the failure of solicited small

or small disadvantaged business concerns to receive the subcontract award.

- (d) Records to support other outreach efforts: Contacts with Minority and Small Business Trade Associations, etc. Attendance at small and minority business procurement conferences and trade fairs.
- (e) Records to support internal activities to guide and encourage buyers: Workshops, seminars, training programs, etc. Monitoring activities to evaluate compliance.
- (f) On a contract-by-contract basis, records to support subcontract award data, to include name and address of subcontractor.
- (g) Records to be maintained in addition to the above are as follows:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signed: \_\_\_\_\_

Typed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Plan Accepted By: \_\_\_\_\_  
Contracting Officer

Date: \_\_\_\_\_

NOTE TO CONTRACTING OFFICER: Upon incorporation of a plan into the contract, indicate herein the estimated dollar value of Contract \$ \_\_\_\_\_.

# ACH VENDOR/MISCELLANEOUS PAYMENT ENROLLMENT FORM

OMB No. 1510-0056  
Expiration Date 06/30/93

This form is used for Automated Clearing House (ACH) payments with an addendum record that contains payment-related information processed through the Vendor Express Program. Recipients of these payments should bring this information to the attention of their financial institution when presenting this form for completion.

### PRIVACY ACT STATEMENT

The following information is provided to comply with the Privacy Act of 1974 (P.L. 93-579). All information collected on this form is required under the provisions of 31 U.S.C. 3322 and 31 CFR 210. This information will be used by the Treasury Department to transmit payment data, by electronic means, to vendor's financial institution. Failure to provide the requested information may delay or prevent the receipt of payments through the Automated Clearing House Payment System.

### AGENCY INFORMATION

FEDERAL PROGRAM AGENCY

U.S. NUCLEAR REGULATORY COMMISSION

AGENCY IDENTIFIER

NRC

AGENCY LOCATION CODE (ALC):

31000001

ACH FORMAT:

 CCD+ CTX CTP

ADDRESS

DIVISION OF ACCOUNTING AND FINANCE, MAIL STOP T-9 H4

WASHINGTON, DC 20555-0001

CONTACT PERSON NAME

FINANCIAL OPERATIONS SECTION

TELEPHONE NUMBER

( 301 ) 415 - 7520

### PAYEE/COMPANY INFORMATION

NAME

SSN NO. OR TAXPAYER ID NO.

ADDRESS

CONTACT PERSON NAME:

TELEPHONE NUMBER:

(       )

### FINANCIAL INSTITUTION INFORMATION

NAME

ADDRESS

ACH COORDINATOR NAME:

TELEPHONE NUMBER:

(       )

NINE-DIGIT ROUTING TRANSIT NUMBER:

DEPOSITOR ACCOUNT TITLE:

DEPOSITOR ACCOUNT NUMBER:

LOCK BOX NUMBER:

ACH FORMAT:

CHECKING

SAVINGS

LOCK BOX

SIGNATURE AND TITLE OF AUTHORIZED OFFICIAL:

TELEPHONE NUMBER:

(       )

## Monthly Letter Status Report (MLSR)

By the twentieth day of each month, the contractor shall submit a monthly letter status report to the NRR project manager/officer and the Division of Contracts and Property Management (DCPM) with copies provided to the Director of the Division of Reactor Controls and Human Factors, the NRC technical monitor and to the Chief, Operator Licensing Branch. The contractor will list on the report the full name and address of the performing organization, the title of the project, the Job Control Number (JCN), the principal investigator full name and full telephone number, the period of performance, and the reporting period. The report will contain the following ten sections:

(1) Objective Section

- A brief statement of the performing organization's understanding of the objective(s) of the program/project.

(2) Progress During Reporting Period Section

- For each task and/or task order, provide a clear concise discussion of the work performed during the reporting period.
- A list of the efforts completed during the period, the milestones reached, and an explanation for each milestone not reached.
- A summary of progress to date which may be expressed as the percentage of each project completed.

(3) Travel Section

- Travel taken during the reporting period must be fully described and must include, as a minimum, the purpose of the travel, whether prior NRC authorization was required and obtained, the identity of all travelers(s), beginning and ending dates of the travel, and the origin and destination points.

(4) Anticipated and Encountered Problem Areas Section

- A description of any problems or delays encountered or anticipated and recommendations for resolution.
- The persons(s) and/or organization(s) with responsibility for action to address the problem must be clearly identified. In the event that NRC is required to take action, a separate letter to the appropriate NRC individual(s) must be transmitted.
- Problems or circumstances that require a change in the level of effort or estimated cost(s), scope of work, or travel requirements should be discussed. A separate

letter identifying the need for the modification must be sent to the office as soon as the problem is identified. Such notification must not be delayed until issuance of the monthly letter status report.

(5) Plans For The Next Reporting Period Section

- A discussion of the work to be performed and a description of anticipated travel must be provided.
- Milestones that will be completed during the period must be described.

(6) Variance Section

- Any variance in either schedule or spending rate must be identified and discussed in detail. Discussion must include the cause(s) for the variance(s), together with any proposed solution(s) to bring the dates and cost within planned dates and amounts.

(7) Acquired Material/Property Section

- In the final MLSR for the project, provide a closeout property report certifying that property with an acquisition cost greater than \$100 as well as sensitive property acquired under the NRC project is included in the official property records and that the list is complete.
- For each item listed, the report shall contain item description or nomenclature, manufacture, model number, serial number, acquisition cost, receipt date, and property identification number when appropriate.
- The closeout property report shall also identify any ongoing or contemplated NRC projects on which the property could be utilized.
- If no property was acquired under a project, provide a negative report.

(8) Spending Plan (SP) Update Section

- The SP agreed to by the parties for projects and task orders shall be included in the initial MLSR. Thereafter, the SP shall be updated in the MLSR when incurred cost (cumulative to date) vary by 20 percent or more from planned spending (cumulative to date) in the following format:

**Monthly Spending Plan Update**

	1st Month	2nd Month	3rd Month	4th Month	X Month etc.
Direct Costs	\$ x,xxx				
Indirect Costs	\$ x,xxx				
Total Estimated Cost	\$xx,xxx	\$xx,xxx	\$xx,xxx	\$xx,xxx	\$xx,xxx
Project Completion	xx %				

Continue for entire period of performance

(9) Financial Status Section

- A narrative description of the financial status of the project must be provided. Statements such as "See attached financial status" are not acceptable.
- Management Directive 11.1, "NRC Acquisition of Supplies and Services," includes provisions for electronic reporting of selected cost data reported in the monthly letter status report (MLSR). Electronically transmitted data must match the comparable information reported in the MLSR and comport to the database structure. The contractor shall supply a diskette of the report using the type of software specified in the contract.
- Submit the total direct staff use and amount of funds spent (cost) during the period and the cumulative funds spent in the year to date in the following categories and in the following format:

MLSR FINANCIAL STATUS REPORT FORMAT  
MONTH, YEAR

Job Code Number: J-2846 (Specialized internal account number)

TITLE: GENERIC FUNDAMENTALS EXAMINATION (GFE)

Project Period of Performance: From \_\_\_\_\_ To \_\_\_\_\_

1. Contract Maximum Ordering Limit:	\$xxx,xxx.xx
2. Total Funds Obligated to Date:	\$xxx,xxx.xx
3. Total Cost Incurred this Reporting Period:	\$xxx,xxx.xx
4. Total Cost Incurred to Date:	\$xxx,xxx.xx
5. Total Staff Hours Worked this Reporting Period:	xx.x

	Current Month Year To Date	Fiscal Project To Date	Cumulative
Management hours worked	xxx.x	xxx.x	xxx.x
Technical hours worked	xxx.x	xxx.x	xxx.x
Clerical hours worked	xxx.x	xxx.x	xxx.x

6. Total Staff Hours Worked to Date:	xxx.x	
7. Balance of Obligations Remaining (Line 2 minus Line 4 above)		\$xxx,xxx.xx
8. Remaining Funds to be Obligated (Line 1 minus Line 2 above)		\$xxx,xxx.xx
9. Cumulative project Completion (Line 4 divided by Line 1)		xx.xx%
10. Significant Changes to Contractor Spending Plan: (note any)		
11. Direct and Indirect Cost Incurred this Reporting Period:		

	Current Month Year To Date	Fiscal Project To Date	Cumulative
Direct Labor	\$ xxx.xx	\$ xxx.xx	\$ xxx.xx
General Overhead	\$ xxx.xx	\$ xxx.xx	\$ xxx.xx
Cost of Money Overhead	\$ xxx.xx	\$ xxx.xx	\$ xxx.xx
Travel Expenses	\$ xxx.xx	\$ xxx.xx	\$ xxx.xx
Subcontracts/Consultants	\$ xxx.xx	\$ xxx.xx	\$ xxx.xx
Other Direct Cost	\$ xxx.xx	\$ xxx.xx	\$ xxx.xx
G & A	\$ xxx.xx	\$ xxx.xx	\$ xxx.xx
Cost of Money G & A	\$ xxx.xx	\$ xxx.xx	\$ xxx.xx
Fee	\$ xxx.xx	\$ xxx.xx	\$ xxx.xx
<b>Total</b>	<b>\$ xxx.xx</b>	<b>\$ xxx.xx</b>	<b>\$ xxx.xx</b>