

|   |                        |  |           |   |              |  |
|---|------------------------|--|-----------|---|--------------|--|
| <b>AWARD/CONTRACT</b>   |                        | 1. THIS CONTRACT IS RATED ORDER<br>• UNDER DPAS (15 CFR 350)   |           | RATING<br>N/A   | PAGE<br>1    | OF<br>PAGES  |
| 2. CONTRACT NO (Proc. Inst. Ident.)<br>NRC-04-01-051  |                        | 3. EFFECTIVE DATE<br>See block 19C   |           | 4. REQUISITION/PURCHASE REQUEST/PROJECT NO.   |              |  |
| 5. ISSUED BY<br>U.S. Nuclear Regulatory Commission<br>Division of Contracts and Property Mgt.<br>Attn: T-7-I-2<br>Contract Management Branch<br>Washington DC 20555   |                        | 6. ADMINISTERED BY (If other than Item 5)  |           | CODE  |              |  |
| 7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code)<br><br>Environmental Health Associates, Inc.<br>Attn: Johnnye Lewis<br>2301 Cherry Tree<br>P.O. Box 26164<br>Albuquerque NM 87501   |                        | 8. DELIVERY<br><br><input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)   |           | 9. DISCOUNT FOR PROMPT PAYMENT<br><br>N/A   |              |  |
| CODE  |                        | FACILITY CODE  |           | 10. SUBMIT INVOICES<br>(4 copies unless otherwise specified)<br>TO THE ADDRESS SHOWN IN:  |              |  |
| 11. SHIP TO/MARK FOR<br>U.S. Nuclear Regulatory Commission<br>Attn: Rosemary Hogan<br>Officer of Nuclear Regulatory Research<br>Mailstop T-9F31<br>Washington DC 20555  |                        | 12. PAYMENT WILL BE MADE BY<br>U.S. Nuclear Regulatory Commission<br>Office of the Chief Financial Officer<br>Attn: GOV/COM Acctng. Section T-9H4<br>Washington DC 20555 |           | 13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:<br><br><input type="checkbox"/> 10 U.S.C. 2304(c)( ) <input checked="" type="checkbox"/> 41 U.S.C. 253(c)( )  |              |  |
| 14. ACCOUNTING AND APPROPRIATION DATA<br>APPN: 31X0200.160 BOC: 252A B&R: 16015205110<br>Job Code: Y6329 Obligate: \$50,000.00  |                        |  |           |   |              |  |
| 15A. ITEM NO.   | 15B. SUPPLIES/SERVICES | 15C. QUANTITY  | 15D. UNIT | 15E. UNIT PRICE   | 15F. AMOUNT  |  |
| See Section C for description of services.  |                        |  |           |   |              |  |
| 15G. TOTAL AMOUNT OF CONTRACT   |                        |  |           |   | \$127,929.16 |  |
| <b>16. TABLE OF CONTENTS</b>  |                        |  |           |   |              |  |
| (X)   | SEC                    | DESCRIPTION  | PAGE(S)   | (X)   | SEC.         | DESCRIPTION  |
| PART I - THE SCHEDULE   |                        |  |           | PART II - CONTRACT CLAUSES  |              |  |
|   | A                      | SOLICITATION/CONTRACT FORM   |           |   | I            | CONTRACT CLAUSES   |
|   | B                      | SUPPLIES OR SERVICES AND PRICES/COSTS  |           | PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.  |              |  |
|   | C                      | DESCRIPTION/SPECS./WORK STATEMENT  |           |   | J            | LIST OF ATTACHMENTS  |
|   | D                      | PACKAGING AND MARKING  |           | PART IV - REPRESENTATIONS AND INSTRUCTIONS  |              |  |
|   | E                      | INSPECTION AND ACCEPTANCE  |           |   | K            | REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS |
|   | F                      | DELIVERIES OR PERFORMANCE  |           |   | L            | INSTRS., CONDS., AND NOTICES TO OFFER                            |
|   | G                      | CONTRACT ADMINISTRATION DATA   |           |   | M            | EVALUATION FACTORS FOR AWARD                                     |
|   | H                      | SPECIAL CONTRACT REQUIREMENTS  |           |   |              |  |
| <b>CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE</b>  |                        |  |           |   |              |  |
| 17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return <u>3</u> copies to issuing office.)<br>Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.) |                        |  |           | 18. <input type="checkbox"/> AWARD (Contractor is not required to sign this document) Your offer on Solicitation Number _____, including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary. |              |  |
| 19A. NAME AND TITLE OF SIGNER (Type or print) <b>PRESIDENT</b><br><b>JOHNNYE L. LEWIS, PH.D., DABT &amp; CEO</b>  |                        |  |           | 20A. NAME OF CONTRACTING OFFICER<br><b>Mary H. Mace</b><br>Contracting Officer  |              |  |
| 19B. NAME OF CONTRACTOR<br>BY <b>Johnnye L. Lewis</b><br>(Signature of person authorized to sign)   |                        | 19C. DATE SIGNED<br><b>3/13/01</b>   |           | 20B. UNITED STATES OF AMERICA<br>BY <b>Stephen M. Boof</b><br>(Signature of Contracting Officer)  |              | 20C. DATE SIGNED<br><b>3/8/01</b>                                |

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ADM - 02

## TABLE OF CONTENTS

PAGE

|   |     |
|---|-----|
| PART I - THE SCHEDULE. . . . .  | A-1 |
| SECTION A - SOLICITATION/CONTRACT FORM . . . . .                            | A-1 |
| SF 26     AWARD/CONTRACT . . . . .  | A-1 |
| SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS . . . . .                  | B-1 |
| B.1     ITEMS AND PRICES. . . . .   | B-1 |
| B.2     CONSIDERATION AND OBLIGATION--TIME AND MATERIALS. . . . .           | B-1 |
| (JUN 1988)  |     |
| B.3     PROJECT TITLE . . . . .   | B-2 |
| B.4     BRIEF DESCRIPTION OF WORK (MAR 1987). . . . .                       | B-2 |
| SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK . . . . .          | C-1 |
| C.1     BACKGROUND . . . . .  | C-1 |
| C.2     OBJECTIVE. . . . .  | C-1 |
| C.3     SCOPE OF WORK. . . . .  | C-1 |
| C.4     REPORTING REQUIREMENTS . . . . .                                    | C-2 |
| C.5     MEETINGS AND TRAVEL. . . . .  | C-2 |
| SECTION D - PACKAGING AND MARKING. . . . .                                  | D-1 |
| D.1     PACKAGING AND MARKING (MAR 1987). . . . .                           | D-1 |
| SECTION E - INSPECTION AND ACCEPTANCE. . . . .                              | E-1 |
| E.1     NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE . . . . . | E-1 |
| E.2     PLACE OF INSPECTION AND ACCEPTANCE (MAR 1987) . . . . .             | E-1 |
| SECTION F - DELIVERIES OR PERFORMANCE. . . . .                              | F-1 |
| F.1     NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE . . . . . | F-1 |
| F.2     2052.211-70 PREPARATION OF TECHNICAL REPORTS (JAN 1993). . . . .    | F-1 |
| F.3     2052.211-71 TECHNICAL PROGRESS REPORT (JAN 1993) . . . . .          | F-1 |
| F.4     DELIVERABLES AND SCHEDULE. . . . .                                  | F-2 |
| F.5     PLACE OF DELIVERY--REPORTS (JUN 1988) . . . . .                     | F-2 |
| F.6     DURATION OF CONTRACT PERIOD (MAR 1987). . . . .                     | F-2 |
| SECTION G - CONTRACT ADMINISTRATION DATA . . . . .                          | G-1 |
| G.1     2052.215-71 PROJECT OFFICER AUTHORITY (OCT 1999) . . . . .          | G-1 |
| G.2     2052.215-77 TRAVEL APPROVALS AND REIMBURSEMENT (OCT 1999). . . . .  | G-3 |
| G.3     ELECTRONIC PAYMENT. . . . .   | G-3 |
| SECTION H - SPECIAL CONTRACT REQUIREMENTS. . . . .                          | H-1 |
| H.1     2052.209-72 CONTRACTOR ORGANIZATIONAL CONFLICTS OF. . . . .         | H-1 |
| INTEREST (JAN 1993)   |     |
| H.2     2052.215-70 KEY PERSONNEL (JAN 1993) . . . . .                      | H-4 |
| H.3     GOVERNMENT FURNISHED EQUIPMENT/PROPERTY - NONE PROVIDED . . . . .   | H-5 |
| (JUN 1988)  |     |
| H.4     SEAT BELTS. . . . .   | H-5 |
| PART II - CONTRACT CLAUSES. . . . .   | I-1 |
| SECTION I - CONTRACT CLAUSES . . . . .                                      | I-1 |
| I.1     NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE . . . . . | I-1 |
| I.2     52.229-10 STATE OF NEW MEXICO GROSS RECEIPTS AND . . . . .          | I-2 |
| COMPENSATING TAX (OCT 1988)   |     |
| I.3     52.232-25 PROMPT PAYMENT (JUN 1997) . . . . .                       | I-3 |

## TABLE OF CONTENTS

PAGE

|   |   |  |     |
|---|---|--|-----|
| I.4   | 52.252-2  | CLAUSES INCORPORATED BY REFERENCE (FEB 1998)   | I-9 |
| PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS                    |   |  | J-1 |
| SECTION J - LIST OF ATTACHMENTS.  |   |  | J-1 |
| PART IV - REPRESENTATIONS AND INSTRUCTIONS                                      |   |  | K-1 |
| SECTION K - REPRESENTATIONS, CERTIFICATIONS AND<br>OTHER STATEMENTS OF OFFERORS |   |  | K-1 |
| K.1   | NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED<br>BY REFERENCE |  | K-1 |
| K.2   | 52.204-3  | TAXPAYER IDENTIFICATION (OCT 1998)   | K-1 |
| K.3   | 52.209-5  | CERTIFICATION REGARDING DEBARMENT, SUSPENSION,<br>PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS<br>(MAR 1996)               | K-3 |
| K.4   | 52.215-6  | PLACE OF PERFORMANCE (OCT 1997)  | K-4 |
| K.5   | 52.219-1  | SMALL BUSINESS PROGRAM REPRESENTATIONS.<br>(OCT 2000)  | K-5 |
| K.6   | 52.222-22   | PREVIOUS CONTRACTS AND COMPLIANCE REPORTS.<br>(FEB 1999)   | K-7 |
| K.7   | 52.222-25   | AFFIRMATIVE ACTION COMPLIANCE (APR 1984)   | K-7 |
| K.8   | 52.225-4  | BUY AMERICAN ACT NORTH AMERICAN FREE.<br>TRADE AGREEMENT--ISRAELI TRADE ACT--BALANCE OF<br>PAYMENTS PROGRAM CERTIFICATE (FEB 2000) | K-7 |
| K.9   | 2052.209-70   | CURRENT/FORMER AGENCY EMPLOYEE INVOLVEMENT.<br>(OCT 1999)  | K-8 |
| K.10  | 2052.209-71   | CONTRACTOR ORGANIZATIONAL CONFLICTS OF INTEREST.<br>(REPRESENTATION) (OCT 1999)  | K-9 |

## PART I - THE SCHEDULE

## SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

Representation and Certifications from Section K are incorporated by reference.

**B.1 ITEMS AND PRICES**

Contract through 12/31/01

| CLIN | Labor Category             | Quantity | Unit | Unit Price | Total Amount |
|------|----------------------------|----------|------|------------|--------------|
| 001  | Database Manager           | 505      | HR   | \$ 58.06   | \$29,320.30  |
|      | Environmental Health Sci l | 90       | HR   | \$ 34.39   | \$ 3,095.10  |
|      | Project Manager            | 235      | HR   | \$109.69   | \$25,777.15  |
|      | Data Analyst/ Statistician | 235      | HR   | \$ 44.56   | \$10,471.60  |
|      | Senior Ecologist           | 240      | HR   | \$96.00    | \$23,040.00  |

Contract through 08/31/02

| CLIN | Labor Category             | Quantity | Unit | Unit Price | Total Amount |
|------|----------------------------|----------|------|------------|--------------|
| 002  | Database Manager           | 70       | HR   | \$ 60.38   | \$4,226.60   |
|      | Environmental Health Sci l | 60       | HR   | \$ 35.77   | \$2,146.20   |
|      | Project Manager            | 50       | HR   | \$114.08   | \$5,704.00   |
|      | Data Analyst/ Statistician | 40       | HR   | \$ 46.34   | \$1,853.60   |
|      | Senior Ecologist           | 80       | HR   | \$99.84    | \$7,987.20   |

003 Estimated Materials at Cost.....\$7,280.00

004 Estimated Amount of the New Mexico

Gross Receipts Tax @ 5.8125%.....\$7,027.41

See FAR Clause 52.229-10

Total Not-to-Exceed.....\$127,929.16

**B.2 CONSIDERATION AND OBLIGATION--TIME AND MATERIALS  
(JUN 1988)**

(a) The total NOT-TO-EXCEED ceiling amount to the Government for full performance under this contract is \$127,929.16.

(b) The amount obligated by the Government with respect to this contract is \$50,000. The contractor shall not incur cost over the

obligated amount unless a written written contract modification is issued by the NRC Contracting Officer.

(C\$END-OF-CLAUSE)

### **B.3 . PROJECT TITLE**

The title of this project is as follows:

SEWAGE SLUDGE SURVEY

### **B.4 BRIEF DESCRIPTION OF WORK (MAR 1987)**

The contractor shall provide technical support to the NRC by developing and maintaining a database fo the questionnaire and survey results and by assisting in the analysis of the survey results.

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

The NRC and the Environmental Protection Agency (EPA) are sponsoring a joint survey to characterize radioactive materials in sewage sludge and ash from publicly owned treatment works (POTWs). Early in 1998, questionnaires were mailed to about 600 POTWs. Based on the replies, the NRC selected about 300 POTWs to survey. The POTWs send their samples to one of two laboratories for analysis, either the Oak Ridge Institute for Science and Education (ORISE), an NRC contractor, or the National Air and Radiation Laboratory (NAREL), an EPA contractor. The sampling and laboratory analyses began in the fall of 1999 and will continue for about one year. The analysis of the laboratory results began in the summer of 2000, and will continue for about one year. NRC contracted with Los Alamos National Laboratory (LANL) under JCN W6505 to develop and maintain a database and to assist NRC and EPA in the analysis of the data. LANL subcontracted the design and development of the database to EHA with the intent of performing the analysis when all of the data had been entered into the database. In August 2000, LANL notified the NRC that it would not continue the contract after the current fiscal year contract and funds expire on November 30, 2000. Therefore, the NRC wishes to contract directly with LANL's subcontractor, EHA, to complete the necessary work as described below.

**C.2 OBJECTIVE**

The contractor shall continue to provide technical support to the NRC by developing and maintaining a database of the questionnaire and survey results and by assisting in the analysis of the survey results.

**C.3 SCOPE OF WORK**

In connection with the performance of work under this project, information will be furnished by POTWs to the contractor through their responses to the questionnaire and the survey. The identity of these POTWs, the information provided by the POTWs in the questionnaires and the results of the ORISE and NAREL laboratory analyses of the sewage samples from the POTWs are considered privileged and are exempt from public inspection or disclosure. This information shall be treated as proprietary and shall be protected from disclosure to any and all parties. The use of proprietary information in reports prepared by LANL requires the protection specified in NRC MD 12.6. Guidance on the protection of proprietary information and examples of proper marking of cover, title page and back cover are contained in NRC MD 12.6.

The contractor shall perform the following subtasks:

Task 1: Design and develop a database for the responses to the questionnaire; the analytical results from the laboratories; and State licensees, addresses and license types. Enter the responses, the laboratory results and the licensee information into the database.

Provide copies of the database to the NRC Project Manager, as requested.

Task 2: Participate in the Sewage Sludge Subcommittee meetings by teleconference to decide appropriate data analyses and displays.

Task 3: In consultation with the NRC, summarize and analyze the survey results as a function of radionuclide, sample type, POTW process, licensee type and geographic location.

Task 4: Display POTWs and/or survey results, as a function of radionuclide, sample type, POTW process, licensee type and geographic location, on GIS U.S. maps, as decided by the NRC.

Task 5: Provide draft products from Tasks 3 and 4 as needed for Sewage Sludge Subcommittee meetings. After incorporating NRC comments, document the final results in a letter report to the NRC Project Manager.

#### **C.4 REPORTING REQUIREMENTS**

Monthly, the contractor shall submit a brief letter status report which summarizes: (a) significant technical findings and results; and (b) the expenditure of NRC funds. This report shall address the following categories: (1) staff effort; (2) travel; (3) equipment and supplies; and (4) other costs. Each report shall include by category: (a) costs of the previous month; (b) cumulative costs and uncoded obligations to date; and (c) projections by month for the remainder of the NRC obligated funds. The first monthly report shall provide the initial projections and subsequent reports shall either indicate revised projections or indicate "no change in the cost and uncoded expenditure projection". Two copies of this report shall be submitted to the NRC Project Manager, Ms. Rosemary Hogan. This report is due on the 20th day of the month following the month reported.

#### **C.5 MEETINGS AND TRAVEL**

No travel is envisioned. If travel is required, it must be pre-approved by the NRC Project Officer.

**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     |
|----------|---|----------|
| 52.246-6 | FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)<br>INSPECTION--TIME-AND-MATERIALS AND<br>LABOR-HOUR | JAN 1986 |

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

**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 20 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 DELIVERABLES AND SCHEDULE**

Products from Tasks 3 and 4 are due by mail, facsimile or e-mail to the NRC Project Manager as needed by the Sewage Sludge Subcommittee the day before its monthly meetings. The final letter report is due to the NRC Project Manager 16 months from award of the contract.

#### **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)

U.S. Nuclear Regulatory Commission Attn: Rosemary Hogan Office  
of Nuclear Regulatory Research Mailstop T-9F31 Washington, DC 20555

- (b) Contracting Officer (1 copy)

#### **F.6 DURATION OF CONTRACT PERIOD (MAR 1987)**

This contract shall commence on the effective date of the contract and will expire 18 months thereafter.

**SECTION G - CONTRACT ADMINISTRATION DATA****G.1 2052.215-71 PROJECT OFFICER AUTHORITY (OCT 1999)**

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

Name: Rosemary Hogan

Address: U.S. Nuclear Regulatory Commission  
Office of Nuclear Regulatory  
Mailstop T-9-F31  
Washington, DC 20555

Telephone Number: 301-415-7484

(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, approve 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 to the instruction or direction 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 (OCT 1999)**

(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 before beginning travel.

(b) The contractor must receive written approval from the NRC Project Officer before taking travel that 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 that are directly related to this contract and 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 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 2052.209-72 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 2009.570-2, the contractor shall include this clause, including this paragraph, in subcontracts of any tier. The terms contract, contractor, and contracting officer, must be appropriately modified to preserve the Government's rights.

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

(h) Waiver. A request for waiver under this clause must be directed in writing to the contracting officer in accordance with the procedures outlined in 48 CFR 2009.570-9.

(i) Follow-on effort. The contractor shall be ineligible to participate in NRC contracts, subcontracts, or proposals therefor (solicited or unsolicited), which stem directly from the contractor's performance of work under this contract. Furthermore, unless so directed in writing by the contracting officer, the contractor may not perform any technical consulting or management support services work or evaluation activities under this contract on any of its products or services or the products or services of another firm if the contractor has been substantially involved in the development or marketing of the products or services.

(1) If the contractor, under this contract, prepares a complete or essentially complete statement of work or 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.2 2052.215-70 KEY PERSONNEL (JAN 1993)

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

[REDACTED]

[REDACTED]

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.3 GOVERNMENT FURNISHED EQUIPMENT/PROPERTY - NONE PROVIDED (JUN 1988)**

The Government will not provide any equipment/property under this contract.

### **H.4 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     |
|-----------|--|----------|
|           | FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)  |          |
| 52.202-1  | 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  | PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER   | AUG 2000 |
| 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 |
| 52.215-17 | WAIVER OF FACILITIES CAPITAL COST OF MONEY   | OCT 1997 |
| 52.219-6  | NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE   | JUL 1996 |
| 52.219-8  | UTILIZATION OF SMALL BUSINESS CONCERNS   | OCT 2000 |
| 52.219-14 | LIMITATIONS ON SUBCONTRACTING  | DEC 1996 |
| 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 |

|           |   |          |
|-----------|---|----------|
| 52.223-6  | DRUG-FREE WORKPLACE   | JAN 1997 |
| 52.225-3  | BUY AMERICAN ACT-- NORTH AMERICAN FREE<br>TRADE AGREEMENT--ISRAELI TRADE ACT--<br>BALANCE OF PAYMENTS PROGRAM | FEB 2000 |
| 52.225-13 | RESTRICTIONS ON CERTAIN FOREIGN<br>PURCHASES  | JUL 2000 |
| 52.227-1  | AUTHORIZATION AND CONSENT   | JUL 1995 |
| 52.227-2  | NOTICE AND ASSISTANCE REGARDING PATENT<br>AND COPYRIGHT INFRINGEMENT  | AUG 1996 |
| 52.232-7  | PAYMENTS UNDER TIME-AND-MATERIALS AND<br>LABOR-HOUR CONTRACTS   | MAR 2000 |
| 52.232-17 | INTEREST  | JUN 1996 |
| 52.232-23 | ASSIGNMENT OF CLAIMS  | JAN 1986 |
| 52.232-34 | PAYMENT BY ELECTRONIC FUNDS TRANSFER--<br>OTHER THAN CENTRAL CONTRACTOR<br>REGISTRATION                       | MAY 1999 |
| 52.233-1  | DISPUTES  | DEC 1998 |
| 52.233-3  | PROTEST AFTER AWARD   | AUG 1996 |
| 52.242-1  | NOTICE OF INTENT TO DISALLOW COSTS  | APR 1984 |
| 52.242-13 | BANKRUPTCY  | JUL 1995 |
| 52.243-3  | CHANGES--TIME-AND-MATERIALS OR<br>LABOR-HOURS   | SEP 2000 |
| 52.244-6  | SUBCONTRACTS FOR COMMERCIAL ITEMS AND<br>COMMERCIAL COMPONENTS  | OCT 1998 |
| 52.246-25 | LIMITATION OF LIABILITY--SERVICES   | FEB 1997 |
| 52.249-6  | TERMINATION (COST-REIMBURSEMENT)<br>ALTERNATE IV (SEP 1996)   | SEP 1996 |
| 52.249-14 | EXCUSABLE DELAYS  | APR 1984 |
| 52.253-1  | COMPUTER GENERATED FORMS  | JAN 1991 |

**I.2 52.229-10 STATE OF NEW MEXICO GROSS RECEIPTS AND  
COMPENSATING TAX (OCT 1988)**

(a) Within thirty (30) days after award of this contract, the Contractor shall advise the State of New Mexico of this contract by registering with the State of New Mexico, Taxation and Revenue Department, Revenue Division, pursuant to the Tax Administration Act of the State of New Mexico and shall identify the contract number.

(b) The Contractor shall pay the New Mexico gross receipts taxes, pursuant to the Gross Receipts and Compensating Tax Act of New Mexico, assessed against the contract fee and costs paid for performance of this contract, or of any part or portion thereof, within the State of New Mexico. The allowability of any gross receipts taxes or local option taxes lawfully paid to the State of New Mexico by the Contractor or its subcontractors will be determined in accordance with the Allowable Cost and Payment clause of this contract except as provided in paragraph (d) of this clause.

(c) The Contractor shall submit applications for Nontaxable Transaction Certificates, Form CSR-3C, to the State of New Mexico Taxation and Revenue Department, Revenue Division, P.O. Box 630, Santa Fe, New Mexico 87509. When the Type 15 Nontaxable Transaction Certificate is issued by the Revenue Division, the Contractor shall use these certificates strictly in accordance with this contract,

and the agreement between the U.S. Nuclear Regulatory Commission and the New Mexico Taxation and Revenue Department.

(d) The Contractor shall provide Type 15 Nontaxable Transaction Certificates to each vendor in New Mexico selling tangible personal property to the Contractor for use in the performance of this contract. Failure to provide a Type 15 Nontaxable Transaction Certificate to vendors will result in the vendor's liability for the gross receipt taxes and those taxes, which are then passed on to the Contractor, shall not be reimbursable as an allowable cost by the Government.

(e) The Contractor shall pay the New Mexico compensating user tax for any tangible personal property which is purchased pursuant to a Nontaxable Transaction Certificate if such property is not used for Federal purposes.

(f) Out-of-state purchase of tangible personal property by the Contractor which would be otherwise subject to compensation tax shall be governed by the principles of this clause. Accordingly, compensating tax shall be due from the contractor only if such property is not used for Federal purposes.

(g) The U.S. Nuclear Regulatory Commission may receive information regarding the Contractor from the Revenue Division of the New Mexico Taxation and Revenue Department and, at the discretion of the U.S. Nuclear Regulatory Commission, may participate in any matters or proceedings pertaining to this clause or the above-mentioned agreement. This shall not preclude the Contractor from having its own representative nor does it obligate the U.S. Nuclear Regulatory Commission to represent its Contractor.

(h) The Contractor agrees to insert the substance of this clause, including this paragraph (h), in each subcontract which meets the criteria in 29.401-6(b)(1) through (3) of the Federal Acquisition Regulation, 48 CFR Part 29.

(i) Paragraphs (a) through (h) of this clause shall be null and void should the Agreement referred to in paragraph (c) of this clause be terminated; provided, however, that such termination shall not nullify obligations already incurred prior to the date of termination.

### **I.3 52.232-25 PROMPT PAYMENT (JUN 1997)**

Notwithstanding any other payment clause in this contract, the Government will make invoice payments and contract financing payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or the date of an electronic funds transfer. Definitions of pertinent terms are set forth in section 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see

subparagraph (a)(4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments (1) Due Date. (i) Except as indicated in subparagraph (a)(2) and paragraph (c) of this clause, the due date for making invoice payments by the designated payment office shall be the later of the following two events:

(A) The 30th day after the designated billing office has received a proper invoice from the Contractor (except as provided in subdivision (a)(1)(ii) of this clause).

(B) The 30th day after Government acceptance of supplies delivered or services performed by the Contractor. On a final invoice where the payment amount is subject to contract settlement actions, acceptance shall be deemed to have occurred on the effective date of the contract settlement.

(ii) If the designated billing office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date shall be the 30th day after the date of the Contractor's invoice; provided a proper invoice is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) Certain food products and other payments. (i) Due dates on Contractor invoices for meat, meat food products, or fish; perishable agricultural commodities; and dairy products, edible fats or oils, and food products prepared from edible fats or oils are--

(A) For meat or meat food products, as defined in section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182(3)), and as further defined in Pub. L. 98-181, including any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, as close as possible to, but not later than, the 7th day after product delivery.

(B) For fresh or frozen fish, as defined in section 204(3) of the Fish and Seafood Promotion Act of 1986 (16 U.S.C. 4003(3)), as close as possible to, but not later than, the            day after product delivery.

(C) For perishable agricultural commodities, as defined in section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a(4)), as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.

(D) For dairy products, as defined in section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C. 4502(e)), edible fats or oils, and food products prepared from edible fats or oils, as close as possible to, but not later than, the 10th day after the date on which a proper invoice has been received. Liquid milk, cheese, certain processed cheese products, butter, yogurt, ice cream, mayonnaise, salad dressings, and other similar products, fall within this classification. Nothing in the Act limits this



classification to refrigerated products. When questions arise regarding the proper classification of a specific product, prevailing industry practices will be followed in specifying a contract payment due date. The burden of proof that a classification of a specific product is, in fact, prevailing industry practice is upon the Contractor making the representation.

(ii) If the contract does not require submission of an invoice for payment (e.g., periodic lease payments), the due date will be as specified in the contract.

(3) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraph (a)(3)(i) through (a)(3)(viii) of this clause. If the invoice does not comply with these requirements, it shall be returned within 7 days after the date the designated billing office received the invoice (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, edible fats or oils, and food products prepared from edible fats or oils), with a statement of the reasons why it is not a proper invoice. Untimely notification will be taken into account in computing any interest penalty owed the Contractor in the manner described in subparagraph (a)(5) of this clause.

(i) Name and address of the Contractor.

(ii) Invoice date. (The Contractor is encouraged to date invoices as close as possible to the date of the mailing or transmission.)

(iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(v) Shipping and payment terms (e.g., shipment number and date of shipment, prompt payment discount terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to be notified in the event of a defective invoice.

(viii) Any other information or documentation required by the contract (such as evidence of shipment).

(ix) While not required, the Contractor is strongly encouraged to assign an identification number to each invoice.

(4) Interest penalty. An interest penalty shall be paid automatically by the designated payment office, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(4)(i) through (a)(4)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day without incurring a late payment interest penalty.

(i) A proper invoice was received by the designated billing office.

(ii) A receiving report or other Government documentation authorizing payment was processed, and there was no disagreement over quantity, quality, or Contractor compliance with any contract term or condition.

(iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(5) Computing penalty amount. The interest penalty shall be at the rate established by the Secretary of the Treasury under section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date, except where the interest penalty is prescribed by other governmental authority (e.g., tariffs). This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the Federal Register semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the invoice principal payment amount approved by the Government until the payment date of such approved principal amount; and will be compounded in 30-day increments inclusive from the first day after the due date through the payment date. That is, interest accrued at the end of any 30-day period will be added to the approved invoice principal payment amount and will be subject to interest penalties if not paid in the succeeding 30-day period. If the designated billing office failed to notify the Contractor of a defective invoice within the periods prescribed in subparagraph (a)(3) of this clause, the due date on the corrected invoice will be adjusted by subtracting from such date the number of days taken beyond the prescribed notification of defects period. Any interest penalty owed the Contractor will be based on this adjusted due date. Adjustments will be made by the designated payment office for errors in calculating interest penalties.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance shall be deemed to have occurred constructively on the (unless otherwise specified in this contract) after the Contractor delivered the supplies or performed the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. In the event that actual acceptance occurs within the constructive

acceptance period, the determination of an interest penalty shall be based on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The following periods of time will not be included in the determination of an interest penalty:

(A) The period taken to notify the Contractor of defects in invoices submitted to the Government, but this may not exceed 7 days (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils).

(B) The period between the defects notice and resubmission of the corrected invoice by the Contractor.

(C) For incorrect electronic funds transfer (EFT) information, in accordance with the EFT clause of this contract.

(iii) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at 52.233-1, Disputes, or for more than 1 year. Interest penalties of less than \$1 need not be paid.

(iv) Interest penalties are not required on payment delays due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance or on amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the clause at 52.233-1, Disputes.

(6) Prompt payment discounts. An interest penalty also shall be paid automatically by the designated payment office, without request from the Contractor, if a discount for prompt payment is taken improperly. The interest penalty will be calculated as described in subparagraph (a)(5) of this clause on the amount of discount taken for the period beginning with the first day after the end of the discount period through the date when the Contractor is paid.

(7) Additional interest penalty. (i) a penalty amount, calculated in accordance with paragraph (a)(7)(iii) of this clause, shall be paid in addition to the interest penalty amount if the Contractor--

(A) Is owed an interest penalty of \$1 or more;

(B) Is not paid the interest penalty within 10 days after the date the invoice amount is paid; and

(C) Makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(7)(ii) of this clause, postmarked not later than 40 days after the invoice amount is paid.

(ii)(A) Contractors shall support written demands for additional penalty payments with the following data. No additional data shall be required. Contractors shall--

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest was due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) Demands must be postmarked on or before the 40th day after payment was made, except that--

(1) If the postmark is illegible or nonexistent, the demand must have been received and annotated with the date of receipt by the designated payment office on or before the 40th day after payment was made; or

(2) If the postmark is illegible or nonexistent and the designated payment office fails to make the required annotation, the demand's validity will be determined by the date the Contractor has placed on the demand; provided such date is no later than the 40th day after payment was made.

(iii)(A) The additional penalty shall be equal to 100 percent of any original late payment interest penalty, except--

(1) The additional penalty shall not exceed \$5,000;

(2) The additional penalty shall never be less than \$25; and

(3) No additional penalty is owed if the amount of the underlying interest penalty is less than \$1.

(B) If the interest penalty ceases to accrue in accordance with the limits stated in paragraph (a)(5)(iii) of this clause, the amount of the additional penalty shall be calculated on the amount of interest penalty that would have accrued in the absence of these limits, subject to the overall limits on the additional penalty specified in paragraph (a)(7)(iii)(A) of this clause.

(C) For determining the maximum and minimum additional penalties, the test shall be the interest penalty due on each separate payment made for each separate contract. The maximum and minimum additional penalty shall not be based upon individual invoices unless the invoices are paid separately. Where payments are consolidated for disbursing purposes, the maximum and minimum additional penalty determination shall be made separately for each contract therein.

(D) The additional penalty does not apply to payments regulated by other Government regulations (e.g., payments under utility contracts subject to tariffs and regulation).

(b) Contract financing payments--(1) Due dates for recurring financing payments. If this contract provides for contract financing, requests for payment shall be submitted to the designated billing office as specified in this contract or as directed by the Contracting Officer. Contract financing payments shall be made on the day after receipt of a proper contract financing request by the designated billing office. In the event that an audit or other review of a specific financing request is required to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the due date specified.

(2) Due dates for other contract financing. For advance payments, loans, or other arrangements that do not involve recurring submissions of contract financing requests, payment shall be made in accordance with the corresponding contract terms or as directed by the Contracting Officer.

(3) Interest penalty not applicable. Contract financing payments shall not be assessed an interest penalty for payment delays.

(c) Fast payment procedure due dates. If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

#### **I.4 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 | TITLE   |
|------------|---|
| 1          | Billing Instructions  |
| 2          | Contractor Spending Plan -  |
| 3          | New Standards for Contractors Who Prepare<br>NUREG-Series Manuscripts |
| 4          | NRC Contractor Organizational Conflicts                               |
| 5          | Procedures for Resolving NRC Contractor                               |
| 6          | SF 3881 Payment Information Form - ACH                                |

**BILLING INSTRUCTIONS FOR  
LABOR HOUR TYPE CONTRACT**

General: The contractor shall prepare vouchers/invoices for reimbursement of costs in the manner and format described herein or a similar format. **FAILURE TO SUBMIT VOUCHERS/INVOICES IN ACCORDANCE WITH THESE INSTRUCTIONS WILL RESULT IN REJECTION OF THE VOUCHER/INVOICE AS IMPROPER.**

Number of Copies: An original and three copies, including supporting documentation shall be submitted. A copy of all supporting documents must be attached to each copy of your voucher/invoice. Failure to submit all the required copies will result in rejection of the voucher/invoice as improper.

Designated Agency Billing Office: Vouchers/invoices shall be submitted to the following address:

U.S. Nuclear Regulatory Commission  
Division of Contracts and Property Management  
Mail Stop T-7-I2  
Washington, D.C. 20555

HAND DELIVERY OF VOUCHERS/INVOICES IS DISCOURAGED AND WILL NOT EXPEDITE PROCESSING BY NRC. However, should you choose to deliver vouchers/invoices by hand, including delivery by any express mail services or special delivery services which use a courier or other person to deliver the voucher/invoice in person to the NRC, such vouchers/invoices must be addressed to the above Designated Agency Billing Office and will only be accepted at the following location:

U.S. Nuclear Regulatory Commission  
One White Flint North  
11555 Rockville Pike - Mail Room  
Rockville, MD 20852

HAND-CARRIED SUBMISSIONS WILL NOT BE ACCEPTED AT OTHER THAN THE ABOVE ADDRESS.

Note that the official receipt date for hand-delivered vouchers/invoices will be the date it is received by the official agency billing office in the Division of Contracts and Property Management.

Agency Payment Office: Payment will be made by the following office:

U.S. Nuclear Regulatory Commission  
Division of Accounting and Finance GOV/COMM  
Mail Stop T-9-H4  
Washington, DC 20555

Frequency: The contractor shall submit claims for reimbursement once each month, unless otherwise authorized by the Contracting Officer.

Format: Claims should be submitted in the format depicted on the attached sample form entitled "Voucher/Invoice for Purchases and Services Other Than Personal" (see Attachment ) or a similar format. **THE SAMPLE FORMAT IS PROVIDED FOR GUIDANCE ONLY AND IS NOT REQUIRED FOR SUBMISSION OF A VOUCHER/INVOICE. ALTERNATE FORMATS ARE PERMISSIBLE PROVIDED ALL REQUIREMENTS OF THE BILLING INSTRUCTIONS ARE ADDRESSED.**

Billing of Costs After Expiration of Contract: If the costs are incurred during the contract period and claimed after the contract has expired, the period during which these costs were incurred must be cited. To be considered a proper voucher/invoice, the contractor shall clearly mark it "EXPIRATION VOUCHER" OR "EXPIRATION INVOICE".

Currency: Billings may be expressed in the currency normally used by the contractor in maintaining his accounting records; payments will be made in that currency. However, the U.S. dollar equivalent for all vouchers/invoices paid under this contract may not exceed the total U.S. dollars authorized in the contract.



ATTACHMENT

**INVOICE/VOUCHER FOR PURCHASES  
AND  
SERVICES OTHER THAN PERSONAL**

**(SAMPLE FORMAT - COVER SHEET)**

Official Agency Billing Office  
U.S. Nuclear Regulatory Commission  
Division of Contracts and Property  
Management MS: T-7-I2  
Washington, DC 20555-0001

(a) Contract Number: \_\_\_\_\_

(b) Voucher/Invoice No: \_\_\_\_\_

(c) Date of Voucher/Invoice: \_\_\_\_\_

Payee's Name and Address

(d) Individual to Contact Regarding Voucher/Invoice

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

Telephone No: \_\_\_\_\_

(e) This voucher/invoice represents reimbursable costs for the billing period  
\_\_\_\_\_ to \_\_\_\_\_.

|                          | <u>Amount Billed</u>  |                   |
|--------------------------|-----------------------|-------------------|
|                          | <u>Current Period</u> | <u>Cumulative</u> |
| (f) <u>Direct Costs:</u> |                       |                   |
| (1) Direct Labor*        | \$ _____              | \$ _____          |
| (2) Travel*              | \$ _____              | \$ _____          |
| Total Direct Costs:      | \$ _____              | \$ _____          |

\* The contractor shall submit as an attachment to its invoice/voucher cover sheet a listing of labor categories, hours billed, fixed hourly rates, total dollars, and cumulative hours billed to date under each labor category, authorized under the contract for each of the three activities to be performed under the contract. In addition, the contractor shall include travel costs incurred with the required supporting documentation, as well as, the cumulative total of travel costs billed to date by activity.

Attachment 3

## NEW STANDARDS FOR CONTRACTORS WHO PREPARE NUREG-SERIES MANUSCRIPTS

The U.S. Nuclear Regulatory Commission (NRC) will begin to capture its official records electronically on January 1, 2000. All records will be saved electronically in the Agencywide Documents Access and Management System, known as ADAMS.

The NRC will capture each final NUREG-series publication in its native application. Therefore, commencing January 1, 2000, please submit your final manuscript that has been approved by your NRC Project Officer in both electronic and camera-ready copy.

All format guidance, as specified in NUREG-0650, Revision 2, will remain the same with one exception. You will no longer be required to include the NUREG-series designator on the bottom of each page of the manuscript. The NRC will assign this designator when we send the camera-ready copy to the printer and will place the designator on the cover, title page, and spine. The designator for each report will no longer be assigned when the decision to prepare a publication is made. The NRC's Publishing Services Branch will inform the NRC Project Officer for the publication of the assigned designator when the final manuscript is sent to the printer.

For the electronic manuscript, prepare the text in WordPerfect 8, and use any of the following file types for charts, spreadsheets, and the like.

| File Types to be Used for NUREG-Series Publications |                |
|---|----------------|
| File Type   | File Extension |
| WordPerfect®  | .wpd           |
| Microsoft® PowerPoint®                              | .ppt           |
| Corel® QuattroPro                                   | .wb3           |
| Corel® Presentations                                | .shw           |
| Lotus® 1-2-3  | .wk4           |
| Portable Document Format                            | .pdf           |

This list is subject to change if new software packages come into common use at NRC or by our licensees or other stakeholders that participate in the electronic submission process.

If a portion of your manuscript is from another source and you cannot obtain an acceptable electronic file type for this portion (e.g., an appendix from an old publication), the NRC can, if necessary, create a tagged image file format (file extension.tif) for that portion of your report. Note that you should continue to submit original photographs, which will be scanned, since digitized photographs do not print well.

If you chose to publish a compact disk (CD) of your publication, place on the CD copies of the manuscript in both (1) a portable document format (PDF); (2) a WordPerfect 8/9 file format, and (3) an Adobe Acrobat Reader, or, alternatively, print instructions for obtaining a free copy of Adobe Acrobat Reader on the back cover insert of the jewel box.

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

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***Directive  
3.8***

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## Contents

|  |   |
|--|---|
| <b>Policy</b> .....  | 1 |
| <b>Objectives</b> .....  | 1 |
| <b>Organizational Responsibilities and Delegations of Authority</b> .....                                  | 2 |
| Executive Director for Operations (EDO) .....  | 2 |
| Deputy Executive Director for Nuclear Reactor Regulation, Regional<br>Operations and Research (DEDR) ..... | 2 |
| Deputy Executive Director for Nuclear Materials Safety, Safeguards,<br>and Operations Support (DEDS) ..... | 3 |
| Office Directors .....   | 3 |
| Director, Office of Administration (ADM) .....   | 4 |
| Director, Division of Freedom of Information and Publications<br>Services, (DFIPS), ADM .....              | 4 |
| Director, Division of Contracts (DC), ADM .....  | 4 |
| <b>Applicability</b> .....   | 5 |
| Employees .....  | 5 |
| Other Publications .....   | 5 |
| <b>Handbook</b> .....  | 5 |
| <b>References</b> .....  | 5 |



# U. S. Nuclear Regulatory Commission

Volume: 3 Information Management

Part: 1 Publications, Mail, and Information  
Disclosure

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)

## **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/IA-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.



**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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**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.).

## **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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## Contents

### Part I

|                    |   |
|--------------------|---|
| Introduction ..... | 1 |
|--------------------|---|

### Part II

|   |   |
|---|---|
| Preparing Publication Requirements for Statements of Work for<br>Contracts .....              | 2 |
| Specifying Publication Requirements (A) .....   | 2 |
| Publishing Formal Reports (B) .....   | 2 |
| Publishing Unclassified Information in the Open Literature and Presenting<br>Papers (C) ..... | 4 |
| Reports Containing Sensitive Unclassified and Classified Information (D) .....                | 6 |
| Conference and Workshop Proceedings (E) .....   | 7 |
| Distribution of Reports to Contractors (F) .....  | 7 |
| Coordinating Contractor Press or Other Media Releases of Information (G) ....                 | 7 |

### Part III

|  |    |
|--|----|
| Draft and Final NUREG Reports .....          | 8  |
| Identification Information (A) .....         | 8  |
| NUREG Number (1) .....                       | 8  |
| Authors' Names (2) .....                     | 8  |
| Organizational Identification (3) .....      | 9  |
| Previous Reports in Series (4) .....         | 9  |
| Report Dates (5) .....                       | 9  |
| Report Organization and Components (B) ..... | 9  |
| Pre-Publication Reviews (C) .....            | 9  |
| Patent Review (1) .....                      | 9  |
| Security Review (2) .....                    | 10 |
| Copyright Review (3) .....                   | 10 |
| Color Printing (D) .....                     | 10 |
| Microfiche (E) .....                         | 12 |
| Disclaimers (F) .....                        | 13 |

## Contents (continued)

### Part III (continued)

|  |    |
|--|----|
| Availability Information (G) .....   | 13 |
| Reference Material (1) .....   | 13 |
| Reports (2) .....  | 14 |
| Forms (H) .....  | 14 |
| Bibliographic Data Sheet (NRC Form 335) (1) .....  | 14 |
| Release To Publish Unclassified NRC Contractor, Consultant, or<br>Conference Proceedings Reports (NRC Form 426A) (2) ..... | 14 |
| Printing and Reprinting (I) .....  | 15 |
| Distribution (J) .....   | 15 |

### Part IV

|  |    |
|--|----|
| International Agreement Reports .....  | 16 |
| Background and Rationale (A) .....   | 16 |
| Identification Information (B) .....   | 16 |
| Cover and Title Page (1) .....   | 16 |
| NRC Report Number (2) .....  | 16 |
| Previous Reports in Series (3) .....   | 17 |
| Report Organization and Components (C) .....   | 17 |
| Availability Information (D) .....   | 17 |
| References and Bibliographies (1) .....  | 17 |
| Reports (2) .....  | 18 |
| Disclaimer (E) .....   | 18 |
| Forms (F) .....  | 19 |
| Bibliographic Data Sheet (NRC Form 335) (1) .....  | 19 |
| Release to Publish Unclassified NRC Contractor, Consultant, or<br>Conference Proceedings Reports (NRC Form 426A) (2) ..... | 19 |
| Classified or Sensitive Unclassified Information (G) .....   | 19 |

## Contents (continued)

### Part V

|   |    |
|---|----|
| <b>Books</b> .....                            | 20 |
| General (A) .....                             | 20 |
| Definition (B) .....                          | 20 |
| Format (C) .....                              | 20 |
| NRC Document Number (D) .....                 | 21 |
| Availability of Reference Materials (E) ..... | 21 |
| Reviews (F) .....                             | 22 |
| Peer (1) .....                                | 22 |
| Copyright (2) .....                           | 23 |
| Security (3) .....                            | 23 |
| Patent (4) .....                              | 23 |
| Publishing Authorization Form (G) .....       | 23 |
| Disclaimers (H) .....                         | 23 |
| Printing (I) .....                            | 24 |
| Distribution and Sales (J) .....              | 24 |

### Part VI

|   |    |
|---|----|
| <b>Grant Publications</b> .....                           | 25 |
| Background and Rationale (A) .....                        | 25 |
| Publication of Results (B) .....                          | 25 |
| Publication by NRC (1) .....                              | 25 |
| Publication by a Grantee (2) .....                        | 25 |
| Publication by a Grantee in the Open Literature (3) ..... | 25 |
| Reprints of Open Literature Publications (4) .....        | 27 |
| Identification Information (C) .....                      | 27 |
| Pre-Publication Reviews (D) .....                         | 27 |

|                       |    |
|-----------------------|----|
| <b>Glossary</b> ..... | 28 |
|-----------------------|----|

## **Contents (continued)**

### **Exhibits**

1. NRC Form 426A, "Release to Publish Unclassified NRC Contractor,  
Consultant, or Conference Proceedings Reports" ..... 32
2. NRC Form 335, "Bibliographic Data Sheet" ..... 33
3. Microfiche Sheet Sample ..... 35



## 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 MS5-1985." 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)

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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.

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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).

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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.

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Unclassified Contractor and Grantee Publications in the NUREG Series  
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**Exhibit 1**  
**NRC Form 426A, "Release to Publish Unclassified NRC  
Contractor, Consultant, or Conference Proceedings  
Reports"**

| <p><small>NRC FORM 426A<br/>(3-89)<br/>NRCM 1102, 3202</small></p> <p style="text-align: center;"><b>RELEASE TO PUBLISH UNCLASSIFIED NRC CONTRACTOR,<br/>CONSULTANT, OR CONFERENCE PROCEEDINGS REPORTS</b></p> <p style="text-align: center;"><small>(Please Type or Print)</small></p>   |   | <p style="text-align: center;"><small>U.S. NUCLEAR REGULATORY COMMISSION</small></p>  |                              | <p><b>1. REPORT NUMBER (if any)</b></p> <p>NUREG/CR-5627<br/>BNL-NUREG-52257</p> <p><small>Obtain from NRC Technical Publications<br/>Section on 402-7953</small></p> |  |  |                                      |                        |                                     |  |   |                         |                              |                              |                                     |                          |   |                                     |                          |   |                                     |                          |   |  |  |  |                                     |                          |   |                                     |                          |   |
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| <p><b>2. TITLE AND SUBTITLE (State in full as shown on document)</b></p> <p>Alternate Modal Combination Methods in Response<br/>Spectrum Analysis</p>   |   |   |                              | <p><b>3. FUNDING OR GRANT NUMBER<br/>(Do not list DOE contract number)</b></p> <p>A-3955</p>  |  |  |                                      |                        |                                     |  |   |                         |                              |                              |                                     |                          |   |                                     |                          |   |                                     |                          |   |  |  |  |                                     |                          |   |                                     |                          |   |
| <p><b>4. AUTHORS (If more than three, name first author followed by "and others")</b></p> <p>P. Bezler and others</p>   |   |   |                              |   |  |  |                                      |                        |                                     |  |   |                         |                              |                              |                                     |                          |   |                                     |                          |   |                                     |                          |   |  |  |  |                                     |                          |   |                                     |                          |   |
| <p><b>5. CONTRACTOR</b></p> <p>Brookhaven National Laboratory<br/>Department of Nuclear Energy</p>  |   | <p><b>MAILING ADDRESS (Number and Street, City, State and ZIP Code)</b></p> <p>Building 129<br/>Upton, NY 11973</p>   |                              | <p><b>TELEPHONE NUMBER</b></p> <p>666-2447</p>  |  |  |                                      |                        |                                     |  |   |                         |                              |                              |                                     |                          |   |                                     |                          |   |                                     |                          |   |  |  |  |                                     |                          |   |                                     |                          |   |
| <p><b>6. TYPE OF DOCUMENT (Check appropriate box)</b></p> <p><input checked="" type="checkbox"/> <b>A. TECHNICAL REPORT</b><br/> <input checked="" type="checkbox"/> <b>FORMAL</b>      <input type="checkbox"/> <b>LETTER REPORT</b></p> <p><input type="checkbox"/> <b>B. CONFERENCE PAPER (If so, complete items (1), (2), and (3) below)</b><br/>         (1) TITLE OF CONFERENCE PAPER:<br/>         (2) DATE(S) OF CONFERENCE:<br/>         (3) LOCATION OF CONFERENCE:</p> <p><input type="checkbox"/> <b>C. OTHER (Indicate type of item)</b></p>   |   |   |                              |   |  |  |                                      |                        |                                     |  |   |                         |                              |                              |                                     |                          |   |                                     |                          |   |                                     |                          |   |  |  |  |                                     |                          |   |                                     |                          |   |
| <p><b>7. DISTRIBUTION (List NRC distribution codes. Provide mailing labels for special distribution not covered by NRC codes. If NRC staff, provide name and mail stop only. If external, provide complete mailing address.)</b></p> <p>RA<br/>         50 copies: Judy Liu, Technical Information Division, Bldg. 477B,<br/>         Brookhaven National Laboratory, Upton, NY 11973<br/>         10 copies: Nilesh Chokshi, RES, NLS-217</p>  |   |   |                              |   |  |  |                                      |                        |                                     |  |   |                         |                              |                              |                                     |                          |   |                                     |                          |   |                                     |                          |   |  |  |  |                                     |                          |   |                                     |                          |   |
| <p><b>8. CERTIFICATION (ANSWER ALL QUESTIONS)</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;">YES</th> <th style="width: 5%;">NO</th> <th style="width: 90%;">QUESTION</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td><b>A. REFERENCE AVAILABILITY</b> - Is all material referenced in this report available to the public either through a public 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 listing below.</td> </tr> <tr> <td></td> <td></td> <td><b>SPECIFIC AVAILABILITY</b></td> </tr> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td><b>B. COPYRIGHTED MATERIAL</b> - Does this report contain copyrighted material? If yes, attach a letter of release from the source that owns the copyright.</td> </tr> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td><b>C. COMPUTER CODES</b> - Does this report contain a computer code? If yes, does it comply with the standards in NRC Manual Chapter 0904, "Planning and Control of Automatic Data Processing (ADP) Resources"?</td> </tr> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td><b>D. PATENT CLEARANCE</b> - Does this report require patent clearance? If yes, the NRC Patent Counsel must signify clearance by signing below.</td> </tr> <tr> <td></td> <td></td> <td>NRC PATENT COUNSEL (Type or Print Name)      SIGNATURE      DATE</td> </tr> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td><b>E. INFORMATION REQUESTS</b> - Does this report contain any questionnaires, surveys, or data collection requests?</td> </tr> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td><b>F. LICENSING REQUIREMENTS</b> - Does this report impose requirements on licensees?</td> </tr> </tbody> </table> |   |   |                              |   |  | YES  | NO                                   | QUESTION               | <input checked="" type="checkbox"/> | <input type="checkbox"/>   | <b>A. REFERENCE AVAILABILITY</b> - Is all material referenced in this report available to the public either through a public 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 listing below. |                         |                              | <b>SPECIFIC AVAILABILITY</b> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <b>B. COPYRIGHTED MATERIAL</b> - Does this report contain copyrighted material? If yes, attach a letter of release from the source that owns the copyright. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <b>C. COMPUTER CODES</b> - Does this report contain a computer code? If yes, does it comply with the standards in NRC Manual Chapter 0904, "Planning and Control of Automatic Data Processing (ADP) Resources"? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <b>D. PATENT CLEARANCE</b> - Does this report require patent clearance? If yes, the NRC Patent Counsel must signify clearance by signing below. |  |  | NRC PATENT COUNSEL (Type or Print Name)      SIGNATURE      DATE | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <b>E. INFORMATION REQUESTS</b> - Does this report contain any questionnaires, surveys, or data collection requests? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <b>F. LICENSING REQUIREMENTS</b> - Does this report impose requirements on licensees? |
| YES   | NO  | QUESTION  |                              |   |  |  |                                      |                        |                                     |  |   |                         |                              |                              |                                     |                          |   |                                     |                          |   |                                     |                          |   |  |  |  |                                     |                          |   |                                     |                          |   |
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|   |   | <b>SPECIFIC AVAILABILITY</b>  |                              |   |  |  |                                      |                        |                                     |  |   |                         |                              |                              |                                     |                          |   |                                     |                          |   |                                     |                          |   |  |  |  |                                     |                          |   |                                     |                          |   |
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|   |   | NRC PATENT COUNSEL (Type or Print Name)      SIGNATURE      DATE  |                              |   |  |  |                                      |                        |                                     |  |   |                         |                              |                              |                                     |                          |   |                                     |                          |   |                                     |                          |   |  |  |  |                                     |                          |   |                                     |                          |   |
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| <input checked="" type="checkbox"/>   | <input type="checkbox"/>                    | <b>F. LICENSING REQUIREMENTS</b> - Does this report impose requirements on licensees?   |                              |   |  |  |                                      |                        |                                     |  |   |                         |                              |                              |                                     |                          |   |                                     |                          |   |                                     |                          |   |  |  |  |                                     |                          |   |                                     |                          |   |
| <p><b>9. AUTHORIZATION</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 40%;"> <b>A. DOE LAB AUTHORIZING OFFICIAL (If applicable)</b><br/> <small>(Type or print name)</small><br/>           R.A. Bari         </td> <td style="width: 20%;"> <b>SIGNATURE</b><br/> <i>R.A. Bari</i> </td> <td style="width: 20%;"> <b>DATE</b><br/>           9/25/90         </td> <td style="width: 20%;"></td> </tr> <tr> <td> <b>B. NRC RESPONSIBLE STAFF MEMBER</b><br/> <small>(Type or print name)</small><br/>           A. Murphy         </td> <td> <b>SIGNATURE</b><br/> <i>Andrew J. Murphy</i> </td> <td> <b>DATE</b><br/>           10/10/90         </td> <td> <b>TELEPHONE</b><br/>           442-3360         </td> </tr> </table>  |   |   |                              |   |  | <b>A. DOE LAB AUTHORIZING OFFICIAL (If applicable)</b><br><small>(Type or print name)</small><br>R.A. Bari | <b>SIGNATURE</b><br><i>R.A. Bari</i> | <b>DATE</b><br>9/25/90 |                                     | <b>B. NRC RESPONSIBLE STAFF MEMBER</b><br><small>(Type or print name)</small><br>A. Murphy | <b>SIGNATURE</b><br><i>Andrew J. Murphy</i>   | <b>DATE</b><br>10/10/90 | <b>TELEPHONE</b><br>442-3360 |                              |                                     |                          |   |                                     |                          |   |                                     |                          |   |  |  |  |                                     |                          |   |                                     |                          |   |
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NRC FORM 426A (3-89)



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Unclassified Contractor and Grantee Publications in the NUREG Series  
Handbook 3.8 Exhibits

## Exhibit 2

### NRC Form 335, "Bibliographic Data Sheet"

|   |      |   |  |  |  |       |      |         |      |
|---|------|---|--|--|--|-------|------|---------|------|
| <b>NRC FORM 335</b><br><small>12-89</small>   |      | <b>U.S. NUCLEAR REGULATORY COMMISSION</b> |  | <b>1. REPORT NUMBER</b><br><small>(Assigned by NRC, Add Vol., Supp., Rev., and Addendum Numbers, if any.)</small><br><br>NUREG/CR-5603<br>EGG-2607   |  |       |      |         |      |
| <b>BIBLIOGRAPHIC DATA SHEET</b><br><small>(See instructions on the reverse)</small>   |      |   |  | <b>3. DATE REPORT PUBLISHED</b><br><table style="width: 100%; border: none;"> <tr> <td style="width: 50%; text-align: center;">MONTH</td> <td style="width: 50%; text-align: center;">YEAR</td> </tr> <tr> <td style="text-align: center;">October</td> <td style="text-align: center;">1990</td> </tr> </table> |  | MONTH | YEAR | October | 1990 |
| MONTH   | YEAR |   |  |  |  |       |      |         |      |
| October   | 1990 |   |  |  |  |       |      |         |      |
| <b>2. TITLE AND SUBTITLE</b><br><br>Pressure-Dependent Fragilities for Piping Components:<br>Pilot Study on Davis-Besse Nuclear Power Station   |      |   |  | <b>4. FIN OR GRANT NUMBER</b><br>B5699   |  |       |      |         |      |
| <b>5. AUTHOR(S)</b><br><br>D.A. Wesley, T.R. Kipp, D.K. Nakaki, H. Hadidi-Tamjed  |      |   |  | <b>6. TYPE OF REPORT</b><br>Technical  |  |       |      |         |      |
| <b>8. PERFORMING ORGANIZATION – NAME AND ADDRESS</b> <small>(If NRC, provide Division, Office or Region, U.S. Nuclear Regulatory Commission, and mailing address; if contractor, provide agency and mailing address.)</small><br>ABB Impeil Corporation<br>27401 Los Altos, Suite 480<br>Mission Viejo, CA 92691  |      |   |  | Under contract to:<br>Idaho National Engineering Laboratory<br>EG&G Idaho, Inc.<br>Idaho Falls, ID 83415   |  |       |      |         |      |
| <b>9. SPONSORING ORGANIZATION – NAME AND ADDRESS</b> <small>(If NRC, type "Same as above"; if contractor, provide NRC Division, Office or Region, U.S. Nuclear Regulatory Commission, and mailing address.)</small><br>Division of Safety Issue Resolution<br>Office of Nuclear Regulatory Research<br>U.S. Regulatory Commission<br>Washington, D.C. 20555   |      |   |  |  |  |       |      |         |      |
| <b>10. SUPPLEMENTARY NOTES</b>  |      |   |  |  |  |       |      |         |      |
| <b>11. ABSTRACT</b> <small>(200 words or less)</small><br>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&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. |      |   |  |  |  |       |      |         |      |
| <b>12. KEY WORDS/DESCRIPTORS</b> <small>(List words or phrases that will assist researchers in locating the report.)</small><br>pressure-dependent fragilities<br>piping components<br>Interfacing System Loss of Coolant Accidents (ISLOCA)<br>probabilistic risk assessment<br>Davis-Besse Nuclear Power Station  |      |   |  | <b>13. AVAILABILITY STATEMENT</b><br>Unlimited   |  |       |      |         |      |
|   |      |   |  | <b>14. SECURITY CLASSIFICATION</b><br><small>(This Page)</small><br>Unclassified<br><small>(This Report)</small><br>Unclassified   |  |       |      |         |      |
|   |      |   |  | <b>15. NUMBER OF PAGES</b>   |  |       |      |         |      |
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## Exhibit 2 (continued)

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### INSTRUCTIONS

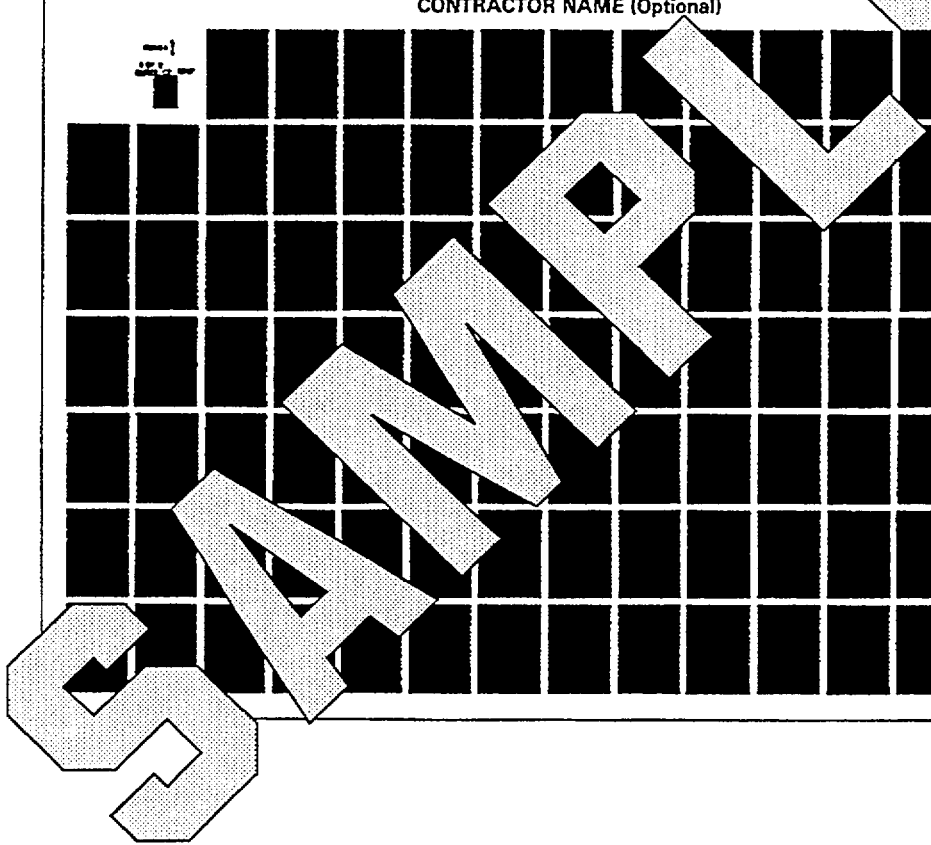
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1. **REPORT NUMBER.** Each individually bound report must carry a unique alphanumeric designation (NUREG) assigned by the Regulatory Publications Branch, Division of Freedom of Information and Publications Services, in accordance with American National 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 parenthesis.
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-5, 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.
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## Exhibit 3

### Microfiche Sheet Sample

| NUREG/CR-XXXX<br>CONTRACTOR ID NO.<br>CLASSIFICATION                                | DESCRIPTION OF MICROFICHE<br>(e.g., Appendix A)<br><br>CONTRACTOR NAME (Optional) | PUBLICATION DATE<br>81 of 09 (Sheet ID) |
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**NUCLEAR REGULATORY COMMISSION ACQUISITION REGULATION**  
**(Effective October 12, 1999)**

**Subpart 2009.5 Organizational Conflicts of Interest**

**§2009.500 Scope of subpart.**

In accordance with 42 U.S.C. 2210a., NRC acquisitions are processed in accordance with §2009.570, which takes precedence over FAR 9.5 with respect to organizational conflicts of interest. Where non-conflicting guidance appears in FAR 9.5, that guidance must be followed.

**§2009.570 NRC organizational conflicts of interest.**

**§2009.570-1 Scope of policy.**

(a) It is the policy of NRC to avoid, eliminate, or neutralize contractor organizational conflicts of interest. The NRC achieves this objective by requiring all prospective contractors to submit information describing relationships, if any, with organizations or persons (including those regulated by the NRC) which may give rise to actual or potential conflicts of interest in the event of contract award.

(b) Contractor conflict of interest determinations cannot be made automatically or routinely. The application of sound judgment on virtually a case-by-case basis is necessary if the policy is to be applied to satisfy the overall public interest. It is not possible to prescribe in advance a specific method or set of criteria which would serve to identify and resolve all of the contractor conflict of interest situations that might arise. However, examples are provided in these regulations to guide application of this policy guidance. The ultimate test is as follows: Might the contractor, if awarded the contract, be placed in a position where its judgment may be biased, or where it may have an unfair competitive advantage?

(c) The conflict of interest rule contained in this subpart applies to contractors and offerors only. Individuals or firms who have other relationships with the NRC (e.g., parties to a licensing proceeding) are not covered by this regulation. This rule does not apply to the acquisition of consulting services through the personnel appointment process, NRC agreements with other Government agencies, international organizations, or state, local, or foreign Governments. Separate procedures for avoiding conflicts of interest will be employed in these agreements, as appropriate.

**§2009.570-2 Definitions.**

Affiliates means business concerns which are affiliates of each other when either directly or indirectly one concern or individual controls or has the power to control another, or when a third party controls or has the power to control both.

Contract means any contractual agreement or other arrangement with the NRC except as provided in §2009.570-1(c).

Contractor means any person, firm, unincorporated association, joint venture, co-sponsor, partnership, corporation, affiliates thereof, or their successors in interest, including their chief executives, directors, key personnel (identified in the contract), proposed consultants or subcontractors, which are a party to a contract with the NRC.

Evaluation activities means any effort involving the appraisal of a technology, process, product, or policy.

Offeror or prospective contractor means any person, firm, unincorporated association, joint venture, co-sponsor, partnership, corporation, or their affiliates or successors in interest, including their chief executives, directors, key personnel, proposed consultants, or subcontractors, submitting a bid or proposal, solicited or unsolicited, to the NRC to obtain a contract.

Organizational conflicts of interest means that a relationship exists whereby a contractor or prospective contractor has present or planned interests related to the work to be performed under an NRC contract which:

- (1) May diminish its capacity to give impartial, technically sound, objective assistance and advice, or may otherwise result in a biased work product; or
- (2) May result in its being given an unfair competitive advantage.

Potential conflict of interest means that a factual situation exists that suggests that an actual conflict of interest may arise from award of a proposed contract. The term potential conflict of interest is used to signify those situations that

- (1) Merit investigation before contract award to ascertain whether award would give rise to an actual conflict; or
- (2) Must be reported to the contracting officer for investigation if they arise during contract performance.

Research means any scientific or technical work involving theoretical analysis, exploration, or experimentation.

Subcontractor means any subcontractor of any tier who performs work under a contract with the NRC except subcontracts for supplies and subcontracts in amounts not exceeding \$10,000.

Technical consulting and management support services means internal assistance to a component of the NRC in the formulation or administration of its programs, projects, or policies which normally require that the contractor be given access to proprietary information or to information that has not been made available to the public. These services typically include assistance in the preparation of program plans, preliminary designs, specifications, or statements of work.

**§2009.570-3 Criteria for recognizing contractor organizational conflicts of interest.****(a) General.**

(1) Two questions will be asked in determining whether actual or potential organizational conflicts of interest exist:

(i) Are there conflicting roles which might bias an offeror's or contractor's judgment in relation to its work for the NRC?

(ii) May the offeror or contractor be given an unfair competitive advantage based on the performance of the contract?

(2) NRC's ultimate determination that organizational conflicts of interest exist will be made in light of common sense and good business judgment based upon the relevant facts. While it is difficult to identify and to prescribe in advance a specific method for avoiding all of the various situations or relationships that might involve potential organizational conflicts of interest, NRC personnel will pay particular attention to proposed contractual requirements that call for the rendering of advice, consultation or evaluation activities, or similar activities that directly lay the groundwork for the NRC's decisions on regulatory activities, future procurements, and research programs. Any work performed at an applicant or licensee site will also be closely scrutinized by the NRC staff.

**(b) Situations or relationships.** The following situations or relationships may give rise to organizational conflicts of interest:

(1) The offeror or contractor shall disclose information that may give rise to organizational conflicts of interest under the following circumstances. The information may include the scope of work or specification for the requirement being performed, the period of performance, and the name and telephone number for a point of contact at the organization knowledgeable about the commercial contract.

(i) Where the offeror or contractor provides advice and recommendations to the NRC in the same technical area where it is also providing consulting assistance to any organization regulated by the NRC.

(ii) Where the offeror or contractor provides advice to the NRC on the same or similar matter on which it is also providing assistance to any organization regulated by the NRC.

(iii) Where the offeror or contractor evaluates its own products or services, or has been substantially involved in the development or marketing of the products or services of another entity.

(iv) Where the award of a contract would result in placing the offeror or contractor in a conflicting role in which its judgment may be biased in relation to its work for the NRC, or would result in an unfair competitive advantage for the offeror or contractor.

(v) Where the offeror or contractor solicits or performs work at an applicant or licensee site while performing work in the same technical area for the NRC at the same site.

(2) The contracting officer may request specific information from an offeror or contractor or may require special contract clauses such as provided in §2009.570-5(b) in the following circumstances:

(i) Where the offeror or contractor prepares specifications that are to be used in competitive procurements of products or services covered by the specifications.

(ii) Where the offeror or contractor prepares plans for specific approaches or methodologies that are to be incorporated into competitive procurements using the approaches or methodologies.

(iii) Where the offeror or contractor is granted access to information not available to the public concerning NRC plans, policies, or programs that could form the basis for a later procurement action.

(iv) Where the offeror or contractor is granted access to proprietary information of its competitors.

(v) Where the award of a contract might result in placing the offeror or contractor in a conflicting role in which its judgment may be biased in relation to its work for the NRC or might result in an unfair competitive advantage for the offeror or contractor.

(c) Policy application guidance. The following examples are illustrative only and are not intended to identify and resolve all contractor organizational conflict of interest situations.

(1)(i) Example. The ABC Corp., in response to a Request For Proposal (RFP), proposes to undertake certain analyses of a reactor component as called for in the RFP. The ABC Corp. is one of several companies considered to be technically well qualified. In response to the inquiry in the RFP, the ABC Corp. advises that it is currently performing similar analyses for the reactor manufacturer.

(ii) Guidance. An NRC contract for that particular work normally would not be awarded to the ABC Corp. because the company would be placed in a position in which its judgment could be biased in relationship to its work for the NRC. Because there are other well-qualified companies available, there would be no reason for considering a waiver of the policy.

(2)(i) Example. The ABC Corp., in response to an RFP, proposes to perform certain analyses of a reactor component that is unique to one type of advanced reactor. As is the case with other technically qualified companies responding to the RFP, the ABC Corp. is performing various projects for several different utility clients. None of the ABC Corp. projects have any relationship to the work called for in the RFP. Based on the NRC evaluation, the ABC Corp. is considered to be the best qualified company to perform the work outlined in the RFP.

(ii) Guidance. An NRC contract normally could be awarded to the ABC Corp. because no conflict of interest exists which could motivate bias with respect to the work. An appropriate clause would be included in the contract to preclude the ABC Corp. from subsequently contracting for work with the private sector that could create a conflict during the performance of the NRC contract. For example, ABC Corp. would be precluded from the performance of similar work for the company developing the advanced reactor mentioned in the example.

(3)(i) Example. The ABC Corp., in response to a competitive RFP, submits a proposal to assist the NRC in revising NRC's guidance documents on the respiratory protection requirements of 10 CFR Part 20. ABC Corp. is the only firm determined to be technically acceptable. ABC Corp. has performed substantial work for regulated utilities in the past and is expected to continue similar efforts in the future. The work has and will cover the writing, implementation, and administration of compliance respiratory protection programs for nuclear power plants.

(ii) Guidance. This situation would place the firm in a role where its judgment could be biased in relationship to its work for the NRC. Because the nature of the required work is vitally important in terms of the NRC's responsibilities and no reasonable alternative exists, a waiver of the policy, in accordance with §2009.570-9 may be warranted. Any waiver must be fully documented in accordance with the waiver provisions of this policy with particular attention to the establishment of protective mechanisms to guard against bias.

(4)(i) Example. The ABC Corp. submits a proposal for a new system to evaluate a specific reactor component's performance for the purpose of developing standards that are important to the NRC program. The ABC Corp. has advised the NRC that it intends to sell the new system to industry once its practicability has been demonstrated. Other companies in this business are using older systems for evaluation of the specific reactor component.

(ii) Guidance. A contract could be awarded to the ABC Corp. if the contract stipulates that no information produced under the contract will be used in the contractor's private activities unless this information has been reported to the NRC. Data on how the reactor component performs, which is reported to the NRC by contractors, will normally be disseminated by the NRC to others to preclude an unfair competitive advantage. When the NRC furnishes information about the reactor component to the contractor for the performance of contracted work, the information may not be used in the contractor's private activities unless the information is generally available to others. Further, the contract will stipulate that the contractor will inform the NRC contracting officer of all situations in which the information, developed about the performance of the reactor component under the contract, is proposed to be used.

(5)(i) Example. The ABC Corp., in response to a RFP, proposes to assemble a map showing certain seismological features of the Appalachian fold belt. In accordance with the representation in the RFP and §2009.570-3(b)(1)(i), ABC Corp. informs the NRC that it is presently doing seismological studies for several utilities in the eastern United States, but none of the sites are within the geographic area contemplated by the NRC study.

(ii) Guidance. The contracting officer would normally conclude that award of a contract would not place ABC Corp. in a conflicting role where its judgment might be biased. Section



2052.209-72(c) Work for Others, would preclude ABC Corp. from accepting work which could create a conflict of interest during the term of the NRC contract.

(6)(i) Example. AD Division of ABC Corp., in response to a RFP, submits a proposal to assist the NRC in the safety and environmental review of applications for licenses for the construction, operation, and decommissioning of fuel cycle facilities. ABC Corp. is divided into two separate and distinct divisions, AD and BC. The BC Division performs the same or similar services for industry. The BC Division is currently providing the same or similar services required under the NRC's contract for an applicant or licensee.

(ii) Guidance. An NRC contract for that particular work would not be awarded to the ABC Corp. The AD Division could be placed in a position to pass judgment on work performed by the BC Division, which could bias its work for NRC. Further, the Conflict of Interest provisions apply to ABC Corp. and not to separate or distinct divisions within the company. If no reasonable alternative exists, a waiver of the policy could be sought in accordance with §2009.570-9.

(7)(i) Example. The ABC Corp. completes an analysis for NRC of steam generator tube leaks at one of a utility's six sites. Three months later, ABC Corp. is asked by this utility to perform the same analysis at another of its sites.

(ii) Guidance. Section 2052.290-72(c)(3) would prohibit the contractor from beginning this work for the utility until one year after completion of the NRC work at the first site.

(8)(i) Example. ABC Corp. is assisting NRC in a major on-site analysis of a utility's redesign of the common areas between its twin reactors. The contract is for two years with an estimated value of \$5 million. Near the completion of the NRC work, ABC Corp. requests authority to solicit for a \$100K contract with the same utility to transport spent fuel to a disposal site. ABC Corp. is performing no other work for the utility.

(ii) Guidance. The Contracting Officer would allow the contractor to proceed with the solicitation because it is not in the same technical area as the NRC work; and the potential for technical bias by the contractor because of financial ties to the utility is slight due to the relative value of the two contracts.

(9)(i) Example. The ABC Corp. is constructing a turbine building and installing new turbines at a reactor site. The contract with the utility is for five years and has a total value of \$100 million. ABC Corp. has responded to an NRC Request For Proposal requiring the contractor to participate in a major team inspection unrelated to the turbine work at the same site. The estimated value of the contract is \$75K.

(ii) Guidance. An NRC contract would not normally be awarded to ABC Corp. because these factors create the potential for financial loyalty to the utility that may bias the technical judgment of the contractor.

(d) Other considerations.

(1) The fact that the NRC can identify and later avoid, eliminate, or neutralize any potential organizational conflicts arising from the performance of a contract is not relevant to a determination of the existence of conflicts prior to the award of a contract.

(2) It is not relevant that the contractor has the professional reputation of being able to resist temptations which arise from organizational conflicts of interest, or that a follow-on procurement is not involved, or that a contract is awarded on a competitive or a sole source basis.

**§2009.570-4 Representation.**

(a) The following procedures are designed to assist the NRC contracting officer in determining whether situations or relationships exist which may constitute organizational conflicts of interest with respect to a particular offeror or contractor. The procedures apply to small purchases meeting the criteria stated in the following paragraph (b) of this section.

(b) The organizational conflicts of interest representation provision at §2052.209-71 must be included in solicitations and contracts resulting from unsolicited proposals. The contracting officer must also include this provision for task orders and contract modifications for new work for:

- (1) Evaluation services or activities;
- (2) Technical consulting and management support services;
- (3) Research; and
- (4) Other contractual situations where special organizational conflicts of interest provisions are noted in the solicitation and would be included in the resulting contract. This representation requirement also applies to all modifications for additional effort under the contract except those issued under the "Changes" clause. Where, however, a statement of the type required by the organizational conflicts of interest representation provisions has previously been submitted with regard to the contract being modified, only an updating of the statement is required.

(c) The offeror may, because of actual or potential organizational conflicts of interest, propose to exclude specific kinds of work contained in a RFP unless the RFP specifically prohibits the exclusion. Any such proposed exclusion by an offeror will be considered by the NRC in the evaluation of proposals. If the NRC considers the proposed excluded work to be an essential or integral part of the required work and its exclusion would be to the detriment of the competitive posture of the other offerors, the NRC shall reject the proposal as unacceptable.

(d) The offeror's failure to execute the representation required by paragraph (b) of this section with respect to an invitation for bids is considered to be a minor informality. The offeror will be permitted to correct the omission.

**§2009.570-5 Contract clauses.**

(a) General contract clause. All contracts and simplified acquisitions of the types set forth in §2009.570-4(b) must include the clause entitled, "Contractor Organizational Conflicts of Interest," set forth in §2052.209-72.

(b) Other special contract clauses. If it is determined from the nature of the proposed contract that an organizational conflict of interest exists, the contracting officer may determine that the conflict can be avoided, or, after obtaining a waiver in accordance with §2009.570-9, neutralized through the use of an appropriate special contract clause. If appropriate, the offeror may negotiate the terms and conditions of these clauses, including the extent and time period of any restriction. These clauses include but are not limited to:

- (1) Hardware exclusion clauses which prohibit the acceptance of production contracts following a related non-production contract previously performed by the contractor;
- (2) Software exclusion clauses;
- (3) Clauses which require the contractor (and certain of its key personnel) to avoid certain organizational conflicts of interest; and
- (4) Clauses which provide for protection of confidential data and guard against its unauthorized use.

**§2009.570-6 Evaluation, findings, and contract award.**

The contracting officer shall evaluate all relevant facts submitted by an offeror and other relevant information. After evaluating this information against the criteria of §2009.570-3, the contracting officer shall make a finding of whether organizational conflicts of interest exist with respect to a particular offeror. If it has been determined that real or potential conflicts of interest exist, the contracting officer shall:

- (a) Disqualify the offeror from award;
- (b) Avoid or eliminate such conflicts by appropriate measures; or
- (c) Award the contract under the waiver provision of §2009.570-9.

**§2009.570-7 Conflicts identified after award.**

If potential organizational conflicts of interest are identified after award with respect to a particular contractor and the contracting officer determines that conflicts do exist and that it would not be in the best interest of the Government to terminate the contract, as provided in the clauses required by §2009.570-5, the contracting officer shall take every reasonable action to avoid, eliminate, or, after obtaining a waiver in accordance with §2009.570-9, neutralize the effects of the identified conflict.

**§2009.570-8 Subcontracts.**

The contracting officer shall require offerors and contractors to submit a representation statement from all subcontractors (other than a supply subcontractor) and consultants performing services in excess of \$10,000 in accordance with §2009.570-4(b). The contracting officer shall require the contractor to include contract clauses in accordance with §2009.570-5 in consultant agreements or subcontracts involving performance of work under a prime contract.

**§2009.570-9 Waiver.**

(a) The contracting officer determines the need to seek a waiver for specific contract awards with the advice and concurrence of the program office director and legal counsel. Upon the recommendation of the Senior Procurement Executive, and after consultation with legal counsel, the Executive Director for Operations may waive the policy in specific cases if he determines that it is in the best interest of the United States to do so.

(b) Waiver action is strictly limited to those situations in which:

- (1) The work to be performed under contract is vital to the NRC program;
- (2) The work cannot be satisfactorily performed except by a contractor whose interests give rise to a question of conflict of interest.
- (3) Contractual and/or technical review and surveillance methods can be employed by the NRC to neutralize the conflict.

(c) The justification and approval documents for any waivers must be placed in the NRC Public Document Room.

**§2009.570-10 Remedies.**

In addition to other remedies permitted by law or contract for a breach of the restrictions in this subpart or for any intentional misrepresentation or intentional nondisclosure of any relevant interest required to be provided for this section, the NRC may debar the contractor from subsequent NRC contracts.

**PROCEDURES FOR RESOLVING NRC CONTRACTOR  
DIFFERING PROFESSIONAL VIEWS**

The Nuclear Regulatory Commission's (NRC) policy is to support the expression of professional health and safety related concerns associated with the contractors' work for NRC that may differ from a prevailing staff view, an NRC decision or policy position, proposed or established agency practices or similar considerations. 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. 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. 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. In the event sufficient funds are not available under the contract, the contractor shall first obtain authorization from the Contracting Officer providing sufficient funds to cover the cost of preparing the DPV. With the exception of the above specified payment for eight hours work on a DPV, the contractor shall not be entitled to any additional compensation or additional work under its contract by virtue of the DPV submission.

Contract funds shall not be authorized to document an allegation in the following instances where the use of this NRC contractor DPV process is inappropriate. This process shall not be used for allegations of wrongdoing which should be addressed directly to the NRC Office of the Inspector General (OIG); issues submitted anonymously; issues that are deemed by NRC to be frivolous or otherwise not in accordance with the policy underlying these procedures; 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 Office of the Inspector General or submit the information under NRC's Allegation Program, as appropriate.

Each DPV shall be submitted in writing and will be evaluated on its own merits.

# ELECTRONIC FUNDS TRANSFER

## ADDENDA SAMPLES

Remember...ACH addenda records can be up to 94 characters long. The first 3 positions are "705". The next 80 positions are available to provide information about the payment. The last 11 positions are reserved for the special addendum sequence number (4 positions) and the entry detail sequence number (7 positions). Below are sample addenda records that you will receive:

### Sample 1 LATE INVOICE PAYMENT with Prompt Pay Interest Penalty Notice

**705RMT\*IV\*01234\*\*\*\*\*Includes Interest of \$25.00 at 12% for 6 days\00019876543**

where,      'RMT' is ANSI Segment Identifier Code for Remittance Advice  
               '\*\*\*' separates the data elements; multiple '\*\*\*' indicate intermediate data elements not used in the segment  
               'IV' is ANSI Reference Number Qualifier Code for Seller's Invoice Number  
               '01234' (Reference Number) represents the seller invoice number  
               'Includes Interest of ...' (Description) clarifies the related data elements and their content  
               '^' terminates the segment

### Sample 2 UTILITY PAYMENT

**705RMT\*CR\*9999.999999\00019876544**

where,      'CR' is ANSI Reference Number Qualifier Code for Customer Reference Number  
               '9999.999999' represents the customer reference number

### Sample 3 CONTRACT PAYMENT

**705RMT\*CT\*7890987\00019876545**

where,      'CT' is ANSI Reference Number Qualifier Code for Contract Number  
               '7890987' represents the contract number

### Sample 4 LOCKBOX PAYMENT

**705RMT\*IV\*12345\REF\*LB\*269\00019876546**

where,      '12345' represents the invoice number  
               'REF' is ANSI Segment Identifier Code for Reference Numbers  
               'LB' is ANSI Reference Number Qualifier Code for Lockbox  
               '269' represents the lockbox number

### Sample 5 INVOICE PAYMENT (DATED)

**705RMT\*IV\*43265\DTM\*003\*891227\00019876547**

where,      '43265' represents the invoice number  
               'DTM' is ANSI Segment Identifier Code for Date/Time Reference  
               '003' is ANSI Date/Time Qualifier Code for Invoice  
               '891227' (Date) represents the invoice date, formatted 'YYMMDD'

# ACH VENDOR/MISCELLANEOUS PAYMENT ENROLLMENT FORM

OMB No. 1510-0047  
Expiration Date 06-01-99

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

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NRC

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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:

( )