

**SOLICITATION CONTRACT/ORDER FOR COMMERCIAL ITEMS  
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, 30**

SEC-03-201

2. CONTRACT NO		3 AWARD/EFFECTIVE DATE 12-12-2002	4 ORDER NO DR-17-03-201	5 SOLICITATION NO	6 SOLICITATION ISSUE DATE
7. FOR SOLICITATION INFORMATION CALL		a NAME		b TELEPHONE NO (No Collect Calls)	8 OFFER DUE DATE/LOCAL TIME
9 ISSUED BY  U.S. Nuclear Regulatory Commission Contract Management Center No. 2 Division of Contracts Two White Flint North - MS T-7-I-2 Washington, DC 20555		CODE 3100	10 THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE 0 % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS 0 SIZE STANDARD		11 DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b RATING N/A 14 METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP
15 DELIVER TO  U.S. Nuclear Regulatory Commission ATTN: Mr. J. Samuel Walker Office of the Secretary Mail Stop OWFN 16-C1 Washington DC 20555		CODE	16 ADMINISTERED BY  U.S. Nuclear Regulatory Commission Contract Management Center No. 2 Division of Contracts Two White Flint North - MS T-7-I-2 Washington, DC 20555		CODE 3100
17a CONTRACTOR/OFFEROR  The University of California Press ATTN Mr. Stanley Holwitz 2120 Berkeley Way Berkeley, CA 94720 TELEPHONE NO (510) 642-0223		CODE	FACILITY CODE	18a PAYMENT WILL BE MADE BY  U.S. Nuclear Regulatory Commission Payment Team, Mail Stop T-9-H-4 Attn: (insert DR-17-03-201)  Washington DC 20555	
<input type="checkbox"/> 17b CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER			<input type="checkbox"/> 18b SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM		

19 ITEM NO	20 SCHEDULE OF SUPPLIES/SERVICES	21 QUANTITY	22 UNIT	23 UNIT PRICE	24 AMOUNT
	DR-17-03-201 is awarded as a commercial item, fixed price simplified acquisition for the services of a scholarly publisher to publish a hardback book on the history of the Three Mile Island incident in 1979 and its aftermath. The title of the book is Three Mile Island: A Nuclear Crisis in Historical Perspective The publishing of the book shall be performed in accordance with the attached Statement of Work. The book shall be published at no cost to the Government.				
	The NRC will purchase copies of the book once it is published.	1,000	EA.	20.97	\$20,970.00
	Shipping cost for the delivery of the published book to the NRC.	1	JOB	750.00	\$750.00
	POINTS OF CONTACT  Technical Matters: J. Samuel Walker 301-415-1965 Contractual Matters: Anita Hughes 301-415-6526				
	SUBTOTAL				\$21,720.00

25 ACCOUNTING AND APPROPRIATION DATA B&R: 37L-15-546-382 Job Code D1466 BOC: 252A APPN: 31X0200 OBLIGATED AMOUNT: \$21,720.00	26 TOTAL AWARD AMOUNT (For Govt Use Only) \$21,720.00
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<input type="checkbox"/> 27a SOLICITATION INCORPORATES BY REFERENCE FAR 52 212-1, 52 212-4 FAR 52 212-3 AND 52 212-5 ARE ATTACHED ADDENDA	<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED
<input checked="" type="checkbox"/> 27b CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52 212-4 FAR 52 212-5 IS ATTACHED ADDENDA	<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED

28 CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN	29 AWARD OF CONTRACT. REFERENCE _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS
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30a SIGNATURE OF OFFEROR/CONTRACTOR 	31a UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 
30b NAME AND TITLE OF SIGNER (TYPE OR PRINT) Anna Weidman, CFO	31b NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Robert Webber
30c DATE SIGNED 12/20/02	31c DATE SIGNED 12/20/02

AUTHORIZED FOR LOCAL REPRODUCTION

STANDARD FORM 1449 (REV 4/2002)  
Prescribed by GSA - FAR (48 CFR) 53.212

**TEMPLATE - ADM001**

**ADM002**

32a QUANTITY IN COLUMN 21 HAS BEEN

I RECEIVED

INSPECTED

ACCEPTED AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED

32b SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32c. DATE

32d PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32f TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32g E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33 SHIP NUMBER

34 VOUCHER NUMBER

35 AMOUNT VERIFIED CORRECT FOR

36 PAYMENT

37 CHECK NUMBER

PARTIAL

FINAL

COMPLETE

PARTIAL

FINAL

38 S/R ACCOUNT NUMBER

39 S/R VOUCHER NUMBER

40 PAID BY

41a I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT

42a RECEIVED BY (Print)

41b SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c DATE

42b RECEIVED AT (Location)

42c DATE REC'D (YY/MM/DD)

42d TOTAL CONTAINERS

## ADDITIONAL PURCHASE ORDER TERMS AND CONDITIONS

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### A.1 NOTICE LISTING CLAUSES INCORPORATED BY REFERENCE

The following clauses 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" contained in this document. FAR 52.252-2 contains the internet address for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
52 223-6	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	MAY 2001
52 232-23	DRUG-FREE WORKPLACE	JAN 1986
	ASSIGNMENT OF CLAIMS	

### A.2 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (FEB 2002)

(a) Inspection/Acceptance The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its postacceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727) However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies(or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

(i) Name and address of the Contractor,

- (ii) Invoice date and number;
- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered,
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered.
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN) The Contractor shall include its TIN on the invoice only if required elsewhere in this contract
- (x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-- Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) Patent indemnity The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and OMB prompt payment regulations at 5 CFR part 1315. If the Government makes payment by Electronic Funds Transfer (EFT), see 52.212-5(b) for the appropriate EFT clause.

In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the date on which an electronic funds transfer was made.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms

of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit, 40 U.S.C. 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistle blower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services, (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

### **A.3 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MAY 2002)**

(a) The Contractor shall comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:

(1) 52.222-3, Convict Labor (E.O. 11755).

(2) 52.233-3, Protest after Award (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components:

☐ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).

- ☐ (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999).
- ☐ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer)
- ☐ (4)(i) 52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).
- ☐ (ii) Alternate I to 52.219-5
- ☐ (iii) Alternate II to 52.219-5.
- ☐ (5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637 (d)(2) and (3)).
- ☐ (6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637(d)(4))
- ☐ (7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).
- ☐ (8)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- ☐ (ii) Alternate I of 52.219-23
- ☐ (9) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323)
- ☐ (10) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ☐ (11) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- ☒ (12) 52.222-26, Equal Opportunity (E.O. 11246).
- ☒ (13) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212)
- ☒ (14) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).
- ☐ (15) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212).
- ☐ (16) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (E.O. 13126).
- ☐ (17)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962(c)(3)(A)(ii)).
- ☐ (ii) Alternate I of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- ☒ (18) 52.225-1, Buy American Act--Supplies (41 U.S.C. 10a-10d).
- ☒ (19)(i) 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).
- ☐ (ii) Alternate I of 52.225-3.
- ☐ (iii) Alternate II of 52.225-3.
- ☐ (20) 52.225-5, Trade Agreements (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- ☐ (21) 52.225-13, Restriction on Certain Foreign Purchases (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).

☒ (22) 52.225-15. Sanctioned European Union Country End Products (E.O. 12849).

☒ (23) 52.225-16, Sanctioned European Union Country Services (E.O. 12849)

☐ (24) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (31 U.S.C. 3332).

☐ (25) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (31 U.S.C. 3332)

☐ (26) 52.232-36, Payment by Third Party (31 U.S.C. 3332)

☐ (27) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).

☐ (28)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).

☐ (ii) Alternate I of 52.247-64

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

[Contracting Officer check as appropriate.]

☐ (1) 52.222-41, Service Contract Act of 1965, As amended (41 U.S.C. 351, et seq.).

☐ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

☐ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.)

☐ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.)

☐ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components--

(1) 52.222-26, Equal Opportunity (E O 11246).

(2) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212),

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793);

(4) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996), and

(5) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.)

#### **A.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):

#### **A.5 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 3. 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."

#### **A.6 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.



## **A.7 COMPLIANCE WITH U.S. IMMIGRATION LAWS AND REGULATIONS**

NRC contractors are responsible to ensure that their alien personnel are not in violation of United States Immigration and Naturalization (INS) laws and regulations, including employment authorization documents and visa requirements. Each alien employee of the Contractor must be lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card Form I-151 or must present other evidence from the Immigration and Naturalization Services that employment will not affect his/her immigration status. The INS Office of Business Liaison (OBL) provides information to contractors to help them understand the employment eligibility verification process for non-US citizens. This information can be found on the INS website, <http://www.ins.usdoj.gov/graphics/services/employerinfo/index.htm#obl>.

The NRC reserves the right to deny or withdraw Contractor use or access to NRC facilities or its equipment/services, and/or take any number of contract administrative actions (e.g., disallow costs, terminate for cause) should the Contractor violate the Contractor's responsibility under this clause.

(End of Clause)

## STATEMENT OF WORK

### BACKGROUND

The U.S. Nuclear Regulatory Commission (NRC) seeks a scholarly publisher for a work on the history of the Three Mile Island nuclear accident in 1979 and its aftermath (hereinafter referred to by the term "the book"). The title of the book is Three Mile Island: A Nuclear Crisis in Historical Perspective. It is a volume in a series of scholarly histories produced by the NRC. The first three volumes, Controlling the Atom: The Beginnings of Nuclear Regulation, 1946-1962 (1984), Containing the Atom: Nuclear Regulation in a Changing Environment, 1963-1971 (1992), and Permissible Dose: A History of Radiation Protection in the Twentieth Century (2000) were published by the University of California Press.

Author: The author of the book is J. Samuel Walker, historian of the NRC. He is the co-author of Controlling the Atom and author of Containing the Atom and Permissible Dose. He has also published many other scholarly works.

Book's Subject Matter: The book is the first comprehensive scholarly history of the Three Mile Island nuclear accident. It provides an in-depth discussion of the historical context in which the accident occurred, including chapters on the sharply-contested national debate over nuclear power in the 1970s and on the efforts of the NRC and its predecessor agency, the Atomic Energy Commission, to protect the public from the hazards of the technology. The book offers a detailed account of the accident and the response of the NRC, the state of Pennsylvania, the White House, and others to its potential effects. It closely examines the technical failures and human errors that caused the accident, the uncertainties and confusion among authorities over the extent of the risk to public health and whether they should evacuate the population of the area, and the fears that gripped the people whose lives were touched directly by the accident. Finally, the book includes an epilog that describes the post-accident reforms of the NRC and the nuclear industry, the clean-up of the plant, the impact of the crisis on the public and on the nuclear power debate, and the epidemiological studies of the effects of the accident on public health. Further information on the book's content is provided in the Prospectus (See Attachment 2).

Audience: The book is intended to reach as wide an audience as possible, not only specialists in fields relating to nuclear energy and radiation protection but also a wider audience that lived through or were otherwise affected by the Three Mile Island accident. After nearly 25 years, the accident still brings back vivid memories or impressions from the people of the area and from those more distant who heard about it in a barrage of media reports. The accident continues to attract a great deal of public attention; it has been the subject of two prime-time television documentaries, one by the Public Broadcasting System and one by NRC "Dateline" over the past three years. The book seeks to correct myths that have grown up about the accident while at the same time to provide an accurate and authoritative narrative based heavily on exhaustive research in primary sources.

Approach: The NRC placed no restrictions on the author in the book's approach, structure, content, or conclusions. The book builds on previous work by the author on reactor safety, radiation protection, and nuclear power that have appeared not only in the three books cited above but also in journals that include JAMA: The Journal of the American Medical Association (1989), Technology and Culture (1989, 2001), Pacific Historical Review (1990), Isis (1994), and Diplomatic History (2001).

No Copyright: Since the text and the references in the book were prepared by an employee of the U.S. government as a part of his official duties, they are not copyrightable.

### SCOPE OF WORK

The publisher (hereinafter "the contractor") shall perform services normally associated with the publication of a scholarly book, including review, editing, design, production, promotion, and warehousing, at no cost to the NRC or the U.S. government. The NRC will purchase 1,000 copies of the book once it is published.

The contractor shall provide layout and typography design and materials that meet a standard of quality appropriate for a scholarly book of enduring value that also appeals to a wide reading audience. The following specifications shall apply to the book:

- Length     Approximately 300 pages (the double-spaced manuscript runs about 350 pages and 115,000 words, including notes).
- Jacket:     Attractively-presented two-color cover with reverse-type white and shading as appropriate
- Typography: Type style is left to the contractor's discretion but right margin must be justified
- Illustrations. 24 halftones (NRC will provide glossy photographs), and 1 schematic diagram of the Three Mile Island plant at which the accident occurred.

After receipt of NRC's final manuscript in hard copy and/or computer disk form, the contractor shall publish the book, deliver copies to the NRC, and send review copies to appropriate outlets at least three months before the 25<sup>th</sup> anniversary of the Three Mile Island accident, which occurred on March 28, 2004.

### DELIVERABLES

The contractor shall deliver 1,000 copies of the hardback book once it is published to the addresses provided by the NRC. The NRC will purchase those copies at the standard author's discount and pay the shipping cost.

#### **FINANCIAL ARRANGEMENTS**

The NRC will not receive royalties from the contractor for the book. The contractor shall: 1) keep the retail price of the book as low as possible to encourage the widest possible distribution to the public, and 2) make copies available for retail purchase through established book promotions.

The NRC may purchase additional copies of the book at a future date. While not a part of this purchase agreement, the NRC reserves the right for future purchases of the book at the standard author's discounted price at the time of purchase.

#### **PERIOD OF PERFORMANCE**

The period of performance shall commence on December 12, 2002 and expire December 28, 2003.

#### **GOVERNMENT-FURNISHED MATERIALS**

The NRC will provide the manuscript to the publisher in hard copy and/or 3 ½" disks. The manuscript will be prepared on the WordPerfect for Windows 8.0 program. The NRC will also provide photographs, captions, and permission to use copyrighted photos along with 1 schematic diagram.

**PROSPECTUS**Three Mile Island: A Nuclear Crisis in Historical Perspective

by J. Samuel Walker

The accident that occurred at unit 2 of the Three Mile Island (TMI) nuclear station in Pennsylvania in March 1979 triggered the most serious crisis in the history of commercial nuclear power in the United States. An investigation of the causes and consequences of the accident observed in a report published the following year: "Like certain other functional structures on the modern American landscape—the bridge at Selma, Alabama; the Watergate complex; the Texas Schoolbook Depository in Dallas—the towers at "TMI" have slipped into an unprojected half-life as reminders of steep depressions in our national lifeline. . . . Three Mile Island is a big deal; something important happened here." Nearly a quarter of a century later, few would question the assertion that "something important happened" at Three Mile Island. But exactly what happened and why is much less clear. Although the TMI accident has been featured in two recent television documentaries, receives extensive media coverage on its major anniversaries, is the subject of four books written for children and young people, and is discussed in U.S. history textbooks as a critical event, it has received little scholarly attention.

My manuscript, Three Mile Island: A Nuclear Crisis in Historical Perspective, is the first comprehensive scholarly history of the accident and its aftermath. It offers in-depth discussion of many aspects of the accident that have not received adequate or accurate coverage. It seeks to capture the high human drama (and occasional humor) the accident produced as well as to analyze the substance of the technical, political, and policy issues it raised. One important

contribution of the manuscript is that it places the accident in the historical context of the bitter and polarized national debate over nuclear power in the 1970s. It also considers the strengths and weaknesses of regulatory programs and the prevailing approach to nuclear safety in that period. The heart of the manuscript is its detailed account of the causes of and response to the accident. It explains how the accident occurred in terms that are accessible to a lay reader. It examines the confusion, uncertainty, and frustration on the part of the utility that owned the plant, the Nuclear Regulatory Commission (NRC), the state of Pennsylvania, the White House, and others who were involved in dealing with the emergency.

The key issue for policy makers was whether to evacuate the population of the area to guard against the consequences of a fuel meltdown that could spew massive amounts of radiation into the environment. They faced a wrenching dilemma. If, on the one hand, the state, with the consultation of the NRC and the White House, ordered an evacuation, it would cause disruption, economic loss, injuries, and almost certainly some deaths among the population. If, on the other hand, the state decided against an evacuation and the plant suffered a meltdown that breached its defenses, the people of the area could be exposed to exceedingly dangerous levels of radiation. The difficulty of making a decision on this issue was compounded by limited knowledge of the actual condition of the plant and the hazards it posed. For a time, the risks of a serious release of radiation seemed to be increased by the presence of a hydrogen bubble in the core of the reactor that might burn or explode. My manuscript analyzes the threat of a severe release of radiation, the perceptions of policy makers in the NRC, the state government, and the White House, and the reasons behind the actions they took. It also looks at the response of the news media and the population of the area as the accident developed into a major crisis.

Finally, in a lengthy epilog, the manuscript discusses the reforms that the NRC and the nuclear industry made after the emergency at Three Mile Island ended, the effects of the accident on public attitudes toward nuclear power, the outcome of epidemiological studies of the consequences of Three Mile Island on public health in the area, and the clean-up of the plant. One critical discovery that was not made until six years after the crisis was that large portions of the core of the reactor had, in fact, melted during the early stages of the accident. Decision makers at the time, of course, did not know that the plant had suffered a meltdown; if they had known, they would have ordered an evacuation immediately. Yet, despite the unrecognized severity of the accident, the safety systems worked well enough to prevent a major release of radiation to the environment. The manuscript weighs the implications of this finding for nuclear power safety.

My study is based on a rich array of primary sources. NRC records include thousands of pages of verbatim transcripts of commission meetings and of telephone conversations at the agency's "incident response center." The recently opened personal papers of Richard L. Thornburgh, the governor of Pennsylvania, provide a wealth of information on the state's activities. The records of the President's Commission on the Accident at Three Mile Island contain much valuable material, especially dozens of transcripts of depositions that were conducted under oath with key players in the accident. They are, in effect, oral histories that were done shortly after the event, and are an extremely useful (and little used) source. An internal NRC investigation of the accident also conducted about 270 depositions that serve the same purpose. The papers of President Jimmy Carter and his advisers at the Carter Library are essential collections for understanding the White House's response to the accident, and include the president's handwritten notes of conversations with the NRC's chief decision maker at the TMI site, Harold Denton. I have supplemented the information available in those sources with

research in the records of other federal agencies and the state of Pennsylvania and in the personal papers of NRC commissioners, members of Congress, and other individuals and groups. In addition, I have conducted personal interviews with more than 25 persons who played a role in the accident to seek information on and clarification of issues that the abundance of documentary evidence does not fully explain. All of those sources have enabled me to write a manuscript that is a deeply researched, original, and, I hope, authoritative contribution on a topic of great importance in recent U.S. history.



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