

AWARD/CONTRACT

1. THIS CONTRACT IS RATED ORDER UNDER DPAS (15 CFR 350) RATING N/A PAGE OF PAGES 1 32

2. CONTRACT NO. (Proc. Insl. /rent.) NRC-03-04-031 3. EFFECTIVE DATE October 1, 2004 4. REQUISITION/PURCHASE REQUEST/PROJECT NO. NRR-04-031-6/25/2004

5. ISSUED BY U.S. Nuclear Regulatory Commission Div of Contracts Two White Flint North - MS T-7-I-2 Contract Management Center No. 1 Washington, DC 20555 CODE 3100 6. ADMINISTERED BY (If other than Item 5) U.S. Nuclear Regulatory Commission Div of Contracts Two White Flint North - MS T-7-I-2 Contract Management Center No. 1 Washington, DC 20555 CODE 3100

7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code) 8(a) Subcontractor * See SIGNATURE PAGE LEGIN GROUP INC 12800 MIDDLEBROOK ROAD, SUITE 101 GERMANTOWN MD 208745204 8. DELIVERY FOB ORIGIN OTHER (See below) 9. DISCOUNT FOR PROMPT PAYMENT Net 30 days

10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN: ITEM No. 12

11. SHIP TO/MARK FOR U.S. Nuclear Regulatory Commission ATTN: Ms. Sally Adams 11555 Rockville Pike, Mail Stop O-12-E-5 Rockville MD 20850 CODE FACILITY CODE 12. PAYMENT WILL BE MADE BY U.S. Nuclear Regulatory Commission Payment Team, Mail Stop T-9-H-4 Attn: (NRC-03-04-031) Washington DC 20555 CODE

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: 10 U.S.C. 2304(c)() 41 U.S.C. 253(c)() 14. ACCOUNTING AND APPROPRIATION DATA 420-015-102-130 J-3160 252A 31X0200.420 Obligate: \$50,000.00

15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
See Section B, Schedule of Items and Prices					

15G. TOTAL AMOUNT OF CONTRACT

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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 3 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.) 18. AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____, including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.

19A. NAME AND TITLE OF SIGNER (Type or print) Thomas C. Pruitt Jr., President 20A. NAME OF CONTRACTING OFFICER Robert B. Webber Contracting Officer 19B. NAME OF CONTRACTOR BY [Signature] 19C. DATE SIGNED 9/30/2004 20B. UNITED STATES OF AMERICA BY [Signature] 20C. DATE SIGNED 9/30/04

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PART I - THE SCHEDULE**SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS****B.1 PROJECT TITLE**

The title of this project is as follows:

Technical Assistance for License Renewal Safety Evaluation Report Preparation

B.2 BRIEF DESCRIPTION OF WORK (MAR 1987)**ALTERNATE 1 (JUN 1988)****(a) Brief description of work:**

The contractor shall provide expert technical assistance to the Office of Nuclear Reactor Regulation's Division of Regulatory Improvement Programs in preparation of Safety Evaluation Reports (SERs) for specific license renewal applications (LRAs). The contractor shall prepare the SERs in accordance with NRC Management Directive 3.8 and the SER format for up to six (6) nuclear power plant LRAs each year of contract performance.

(b) Orders will be issued for work required by the NRC in accordance with 52.216-18 - Ordering. Only Contracting Officers of the NRC or other individuals specifically authorized under this contract may authorize the initiation of work under this contract. The provisions of this contract shall govern all orders issued hereunder.

B.3 CONSIDERATION AND OBLIGATION--TASK ORDERS (AUG 1989)

(a) The total estimated amount of this contract (ceiling) for the products/services ordered, delivered, and accepted under this contract is \$485,017.14. The Contracting Officer may unilaterally increase this amount as necessary for orders to be placed with the contractor during the contract period provided such orders are within any maximum ordering limitation prescribed under this contract.

(b) The Contracting Officer will obligate funds on each task order issued.

(c) A total estimated cost as well as any fee, if any, will be negotiated for each task order and will be incorporated as a ceiling in the resultant task order. The Contractor shall comply with the provisions of 52.232-20 - Limitation of Cost for fully funded task orders and 52.232-22 - Limitation of Funds for incrementally funded task orders, issued hereunder.

B.4 - SCHEDULE OF ITEMS AND PRICES

YEAR ONE

<u>Labor Category</u>	<u>Hours</u>	<u>Hourly Rate</u>	<u>Total</u>
Project Manager	100	\$ 82.53	\$ 8,253.00
Technical Editor I	70	\$ 74.25	\$ 5,197.50
Technical Editor II	15	\$108.13	\$ 1,621.95
Technical Specialist I	75	\$ 96.53	\$ 7,239.75
General Engineer	80	\$ 37.13	\$ 2,970.04
Administrative Support	250	\$ 50.00	\$12,500.00
Document Control Specialist	10	\$ 66.27	\$ 662.70
Total Labor			\$38,444.94
Other Direct Costs			\$ 1,248.75
TOTAL ESTIMATED AMOUNT PER SER YEAR ONE			\$ 39,693.69
TOTAL ESTIMATED AMOUNT FOR YEAR ONE			\$238,162.14

YEAR TWO

<u>Labor Category</u>	<u>Hours</u>	<u>Hourly Rate</u>	<u>Total</u>
Project Manager	100	\$ 85.42	\$ 8,542.00
Technical Editor I	70	\$ 76.85	\$ 5,379.50
Technical Editor II	15	\$111.91	\$ 1,678.69
Technical Specialist I	75	\$ 99.90	\$ 7,492.50
General Engineer	80	\$ 38.42	\$ 3,073.60
Administrative Support	250	\$ 51.75	\$12,937.50
Document Control Specialist	10	\$ 68.59	\$ 685.90
Total Labor			\$39,789.69
Other Direct Costs			\$ 1,352.81
TOTAL ESTIMATED AMOUNT PER SER FOR YEAR TWO			\$ 41,142.50
TOTAL ESTIMATED AMOUNT FOR YEAR TWO			\$246,855.00
TOTAL ESTIMATED CEILING AMOUNT YRS 1 & 2			\$485,017.14

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK**Technical Assistance for License Renewal
Safety Evaluation Report Preparation****1. BACKGROUND**

Based on the Atomic Energy Act, the Nuclear Regulatory Commission (NRC) issues licenses for commercial power reactors to operate for up to 40 years and allows these licenses to be renewed for another 20 years. The license renewal safety requirements are published as 10 CFR Part 54. The Commission has established a very challenging review schedule. The staff findings is documented in Safety Evaluation Reports that are generally about 800 pages in volume. The NRC has completed its review of 13 license renewal applications corresponding to 26 reactor units. The NRC is currently reviewing 8 license renewal applications corresponding to 18 units. The staff has met all established project milestones. The staff is expecting to receive about 6 new license renewal applications per year.

2. CONTRACT OBJECTIVES

The objective of this contract is to obtain expert technical services to assist the Division of Regulatory Improvement Programs to prepare the Safety Evaluation Reports (SERs) for specific license renewal applications.

3. TECHNICAL AND OTHER SPECIAL QUALIFICATIONS REQUIRED

The contractor shall provide engineers that are generally experienced in the area of materials, mechanical, electrical, systems and civil/structural engineering. The contractor shall provide a project manager to oversee the efforts and ensure the timely submittal of quality deliverables so that all information is accurate and complete. The contractor shall also provide a technical editor to edit the technical reports. Since this Statement of Work (SOW) covers multiple applications, overlapping of SER preparation activities is expected. The contractor shall provide a staffing plan to assure that all SER preparation activities are adequately supported by appropriate technically qualified resources.

It is the responsibility of the contractor to assign technical staff, employees, subcontractors, or specialists who have the required educational background, experience, or combination thereof to meet both the technical and regulatory objectives of the work specified in this SOW. The NRC will rely on representations made by the contractor concerning the qualifications of the personnel assigned to this contract including assurance that all information contained in the technical and cost proposal, including resumes, is accurate and truthful.

The use of particular personnel on this project is subject to the NRC Technical Monitor's (TM's) approval. This includes proposed changes to key personnel during the life of the project.

If any work will be subcontracted or performed by consultants, the contractor shall obtain the NRC TM's written approval of the subcontractor or consultant prior to initiation of the subcontract effort. Conflict of interest considerations shall apply to any subcontracted effort.

4. WORK REQUIREMENTS AND SCHEDULE

The contractor shall prepare an SER document in accordance with NRC Management Directive 3.8 and the RLEP SER format/framework for up to six (6) nuclear power plant license renewal applications (LRAs) per year. The format and content of the deliverables shall be consistent with NUREG-0650, "Publishing Documents in the NUREG Series," and NUREG-1379, "NRC Editorial Style Guide." The actual LRA SER assignments will be made by the PO through issuance of work orders. The NRC PO will provide the contractor with the LRA, SER framework, and (if available) technical input required to prepare the SER, at issuance of the work order. For a small number of initial work orders, the SER framework may already contain portions of the technical information received to date.

Through the issuance of work orders, the contractor shall submit a staffing plan, schedule for deliverables, and price proposal within 5 working days of receipt of the work order, unless otherwise directed by the PO. Upon acceptance of the price proposal, the PO will provide written approval to commence with the work order.

The contractor shall follow its quality control plan which outlines the procedures and system the contractor will use for document version control, technical input tracking, change management, and technical and editorial reviews. The contractor shall organize, track, and manage changes in a structured, systematic, and transparent manner, throughout the production of each SER. The standard scope of work for each SER preparation is described in the following Tasks:

Task 1. Review of License Renewal Application

For each application as identified by the NRC PO, the contractor shall review the plant specific LRA, identify and organize the technical information necessary for inclusion in the SER. The TM will provide an SER framework which is a skeleton illustrating the format of the SER. The contractor shall become familiar with this SER framework and review and extract the technical information from the LRA accordingly, for incorporation into the plant-specific SER. The contractor shall plan to participate in a project orientation session through a kick-off meeting at the NRC. The deliverable is a cover-to-cover plant specific SER based on technical and administrative information in the LRA and supplemental information in accordance with the TM-provided SER framework. The contractor shall also provide the necessary technical editor review of the SER to ensure that it meets the NRC publication requirements for a NUREG-series of report. This SER shall contain place holders for certain future technical evaluation input and additional information as identified by the TM. NRC review of the SER will be completed and provided to the contractor in two (2) weeks of receipt. The contractor shall revise the SER with place holders based on comments from the NRC TM within two (2) weeks of receipt of NRC comments. Schedule of completion of Task 1 will be mutually agreed upon, but shall be no later than three (3) months, from the commencement of work on that LRA assignment.

Task 2. Safety Evaluation Report with Open Items

The contractor shall incorporate specific technical evaluation input and additional information as provided by the TM into the SER with place holders that was prepared under Task 1. The contractor shall also organize and document the Open and Confirmation items in Chapter 1 of the SER based on the technical evaluation input provided by the TM. The contractor shall also update the appendices in the SER. The contractor shall provide the necessary engineering and technical editor review of the SER to ensure the document is complete and meets the NRC publication requirements. The technical editor review shall focus on changes to the SER compared with the SER prepared under Task 1. Recommended technical editorial changes to the specific technical evaluation input and additional information shall be provided to the TM in redline/strikeout for review before incorporation into the SER. Because of the tight project schedule and multiple NRC stakeholders, it is expected the TM will provide comments on this SER to the contractor in numerous batches, requiring turnaround within one work day, in certain cases as directed by the TM. The contractor shall revise the SER based on comments from the NRC TM and submit a final SER with Open Items. The schedule for completing Task 2 will be mutually agreed upon, but shall be no later than eleven (11) months, from the commencement of work on the LRA assignment.

Task 3. Final Safety Evaluation Report

The contractor shall incorporate specific technical evaluation input as provided by the TM to close the Open and Confirmatory items in the SER with Open Items that were prepared under Task 2. The contractor shall also revise the SER based on public comments received and additional information as provided by the TM. The contractor shall also revise Chapter 1 of the SER regarding the Open and Confirmatory items. The contractor shall also update the appendices in the SER. The contractor shall provide the necessary engineering and technical editorial review of the SER to ensure the document is complete and meets the NRC publication requirements. The technical editor review shall focus on changes to the SER compared with the SER prepared under Task 2. Recommended technical editorial changes to the specific technical evaluation input and additional information shall be provided to the TM in redline/strikeout for review before incorporation into the SER. Then, the contractor shall provide a redline/strikeout, comparing the differences between the final SER and the SER with Open Items prepared under Task 2, to the TM for NRC stakeholders review. Because of the tight project schedule and multiple NRC stakeholders, it is expected the TM will provide comments on this SER to the contractor in numerous batches, requiring turnaround within one work day, in certain cases, as directed by the TM. The contractor shall revise the SER based on comments from the NRC TM and submit a final SER that is camera ready for NUREG publications. The schedule for completing Task 3 will be mutually agreed upon, but shall be no later than sixteen (16) months, from the commencement of work on the LRA assignment.

PERFORMANCE REQUIREMENTS

The deliverables required under this effort must conform to the standards contained, or referenced, in the statement of work. The Performance Requirements Summary (Attachment 3) outlines the performance requirements, deliverables, acceptable standards, surveillance method, and incentives and/or deductions applicable to this effort.

5. MEETINGS AND TRAVEL

The following meetings and travel are anticipated.

One (1) 3-person, half-day trip to the NRC Headquarters in Rockville, Maryland.

Twenty-five (25) 1-person, 1-hour trips to the NRC Headquarters in Rockville, Maryland.

6. NRC FURNISHED MATERIALS

The NRC TM will provide the contractor with the license renewal applications and the SER framework. The TM can also provide other applicable background information and reference documentation. The NRC web site below, contains samples of license renewal applications and staff safety evaluation reports:

<http://www.nrc.gov/reactors/operating/licensing/renewal/applications.html/plant>

The following NUREG reports related to this effort are available through the NRC Agency-wide Document Access and Management System (ADAMS).

NUREG-1379, "NRC Editorial Style Guide," is available through ADAMS at:
<http://www.nrc.gov/reading-rm/adams/web-based.html> (accession number ML041050307)

NUREG-650, "NRC Collection of Abbreviations," Revision 2 is available through ADAMS
<http://www.nrc.gov/reading-rm/adams/web-based.html> (accession number ML041050544)

An electronic copy of MD 3.8 is attached to this SOW.

7. LICENSE FEE

This work is license fee recoverable.

8. PERIOD OF PERFORMANCE

The period of performance is two years from the date of award.

9. DELIVERABLES

The contractor shall provide the following deliverables in electronic format (WordPerfect 8.0) to the Technical Monitor and the Project Manager with one original hard copy to the Project Manager.

- a. SER with place holders documenting the review of the application (Task 1)
Draft Due: Two (2) months from the commencement of work.
Final Due: Three (3) months from the commencement of work.

- b. SER with Open Items (Task 2)
 - Draft Due: Nine (9) months from the commencement of work.
 - Final Due: Eleven (11) months from the commencement of work.

- c. Final SER (Task 3)
 - Draft and redline strikeout comparison document
 - Due: Fourteen (14) months from the commencement of work.
 - Final Due: Sixteen (16) months from the commencement of work.

Monthly Status Report

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

- (a) A listing of the efforts completed during the period, and milestones reached or, if missed, an explanation provided;
- (b) Any problems or delays encountered or anticipated and recommendations for resolution. If the recommended resolution involves a contract modification, e.g., change in work requirements, level of effort (cost) or schedule delay, the contractor shall submit a separate letter to the contracting officer identifying the required change and estimated cost impact;
- (c) A summary of progress to date; and
- (d) Plans for the next reporting period.

Financial Status Report

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

- (a) Total estimated contract amount.

(b) Total funds obligated to date.

(c) Total costs incurred this reporting period.

(d) Total costs incurred to date.

(e) Detail of all direct and indirect costs incurred during the reporting period for the entire contract or each task, if it is a task ordering contract.

(f) Balance of obligations remaining.

(g) Balance of funds required to complete contract/task order.

(h) Property status:

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

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

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

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

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

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

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) INSPECTION-TIME-AND-MATERIAL AND LABOR-HOUR ALTERNATE I (APR 1984)	MAY 2001

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 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.2 PLACE OF DELIVERY--REPORTS (JUN 1988)

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

(a) Project Officer (3 copies)

Office of Nuclear Reactor Regulation, Division of Regulatory Improvement Programs, Mail Stop O12E5,
11555 Rockville Pike, Rockville, MD 20850

(b) Contracting Officer (1 copy)

**F.3 DURATION OF CONTRACT PERIOD (MAR 1987)
ALTERNATE 1 (JUN 1988)**

The ordering period for this contract shall commence on October 1, 2004 and will expire September 30, 2006. Any orders issued during this period shall be completed within the time specified in the order, unless otherwise specified herein. (See 52.216-18 - Ordering).

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 PROJECT OFFICER AUTHORITY (FEB 2004)

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

Name: Sally Adams

Address: Nuclear Regulatory Commission
11555 Rockville Pike
Mail Stop O-12-E-5
Rockville, MD 20850

Telephone Number: (301)415-0209

(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 (SOW) or changes to specific travel identified in the SOW), fills in details, or otherwise serves to accomplish the contractual SOW.

(2) Provide advice and guidance to the contractor in the preparation of drawings, specifications, or technical portions of the work description.

(3) Review and, where required by the contract, approval of technical reports, drawings, specifications, and technical information to be delivered by the contractor to the Government under the contract.

(c) Technical direction must be within the general statement of work stated in the contract. The project officer does not have the authority to and may not issue any technical direction which:

(1) Constitutes an assignment of work outside the general scope of the contract.

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

(3) In any way causes an increase or decrease in the total estimated contract cost, the fixed fee, if any, or the time required for contract performance.

(4) Changes any of the expressed terms, conditions, or specifications of the contract.

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

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

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

(f) If, in the opinion of the contractor, any instruction or direction issued by the project officer is within one of the categories as defined in paragraph (c) of this section, the contractor may not proceed but shall notify the contracting officer in writing within five (5) working days after the receipt of any instruction or direction and shall request the contracting officer to modify the contract accordingly. Upon receiving the notification from the contractor, the contracting officer shall issue an appropriate contract modification or advise the contractor in writing that, in the contracting officer's opinion, the technical direction is within the scope of this article and does not constitute a change under the "Changes" clause.

(g) Any unauthorized commitment or direction issued by the project officer may result in an unnecessary delay in the contractor's performance and may even result in the contractor expending funds for unallowable costs under the contract.

(h) A failure of the parties to agree upon the nature of the instruction or direction or upon the contract action to be taken with respect thereto is subject to 52.233.1 . Disputes.

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

(1) Monitor the contractor's technical progress, including surveillance and assessment of performance, and recommend to the contracting officer changes in requirements. (2) Assist the contractor in the resolution of technical problems encountered during performance.

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

(4) Assist the contractor in obtaining the badges for the contractor personnel.

(5) Immediately notify the Security Branch, Division of Facilities and Security (SB/DFS) (via e-mail) when a contractor employee no longer requires access authorization and return of any NRC issued badge to SB/DFS within three days after their termination.

(6) Ensure that all contractor employees that require access to classified Restricted Data or National Security Information or matter, access to sensitive unclassified information (Safeguards, Official Use Only, and Proprietary information) access to sensitive IT systems or data, unescorted access to NRC controlled buildings/space, or unescorted access to protected and vital areas of nuclear power plants receive approval of SB/DFS prior to access in accordance with Management Directive and Handbook 12.3.

G.2 2052.216-72 TASK ORDER PROCEDURES (OCT 1999)

(a) Task order request for proposal. When a requirement within the scope of work for this contract is identified, the contracting officer shall transmit to the contractor a Task Order Request for Proposal (TORFP) which may include the following, as appropriate:

(1) Scope of work/meetings/travel and deliverables;

- (2) Reporting requirements;
- (3) Period of performance - place of performance;
- (4) Applicable special provisions;
- (5) Technical skills required; and
- (6) Estimated level of effort.

(b) Task order technical proposal. By the date specified in the TORFP, the contractor shall deliver to the contracting officer a written or verbal (as specified in the TORFP technical proposal submittal instructions) technical proposal that provides the technical information required by the TORFP.

(c) Cost proposal. The contractor's cost proposal for each task order must be fully supported by cost and pricing data adequate to establish the reasonableness of the proposed amounts. When the contractor's estimated cost for the proposed task order exceeds \$100,000 and the period of performance exceeds six months, the contractor may be required to submit a Contractor Spending Plan (CSP) as part of its cost proposal. The TORP indicates if a CSP is required.

(d) Task order award. The contractor shall perform all work described in definitized task orders issued by the contracting officer. Definitized task orders include the following:

- (1) Statement of work/meetings/travel and deliverables;
- (2) Reporting requirements;
- (3) Period of performance;
- (4) Key personnel;
- (5) Applicable special provisions; and
- (6) Total task order amount including any fixed fee.

G.3 2052.216-73 ACCELERATED TASK ORDER PROCEDURES (JAN 1993)

(a) The NRC may require the contractor to begin work before receiving a definitized task order from the contracting officer. Accordingly, when the contracting officer verbally authorizes the work, the contractor shall proceed with performance of the task order subject to the monetary limitation established for the task order by the contracting officer.

(b) When this accelerated procedure is employed by the NRC, the contractor agrees to begin promptly negotiating with the contracting officer the terms of the definitive task order and agrees to submit a cost proposal with supporting cost or pricing data. If agreement on a definitized task order is not reached by the target date mutually agreed upon by the contractor and contracting officer, the contracting officer may determine a reasonable price and/or fee in accordance with Subpart 15.8 and Part 31 of the FAR, subject to contractor appeal as provided in 52.233-1, Disputes. In any event, the contractor shall proceed with completion

of the task order, subject only to the monetary limitation established by the contracting officer and the terms and conditions of the basic contract.

G.4 ORDERING PROCEDURES (MAY 1991)

(a) In addition to the contracting officer, contract administrator, and project officer, the following individuals are authorized to issue delivery orders under this contract:

N/A

(b) All delivery orders shall be prepared in accordance with FAR 16.506 and may be issued in writing, orally, or by written telecommunications.

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.

SECTION H

(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:



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.

H.5 ANNUAL AND FINAL CONTRACTOR PERFORMANCE EVALUATIONS

Annual and final evaluations of contractor performance under this contract will be prepared in accordance with FAR 42.15, "Contractor Performance Information," normally at the time the contractor is notified of the NRC's intent to exercise the contract option. If the multi-year contract does not have option years, then an annual evaluation will be prepared (state time for annual evaluation). Final evaluations of contractor performance will be prepared at the expiration of the contract during the contract closeout process.

The Contracting Officer will transmit the NRC Project Officer's annual and final contractor performance evaluations to the contractor's Project Manager, unless otherwise instructed by the contractor. The contractor will be permitted thirty days to review the document. The contractor may concur without comment, submit additional information, or request a meeting to discuss the performance evaluation. The Contracting Officer may request the contractor's Project Manager to attend a meeting to discuss the performance evaluation.

Where a contractor concurs with, or takes no exception to an annual performance evaluation, the Contracting Officer will consider such evaluation final and releasable for source selection purposes. Disagreements between the parties regarding a performance evaluation will be referred to an individual one level above the Contracting Officer, whose decision will be final.

The Contracting Officer will send a copy of the completed evaluation report, marked "For Official Use Only," to the contractor's Project Manager for their records as soon as practicable after it has been finalized. The completed evaluation report also will be used as a tool to improve communications between the NRC and the contractor and to improve contract performance.

The completed annual performance evaluation will be used to support future award decisions in accordance with FAR 42.1502(a) and 42.1503(c). During the period the information is being used to provide source selection information, the completed annual performance evaluation will be released to only two parties - the Federal government personnel performing the source selection evaluation and the contractor under evaluation if the contractor does not have a copy of the report already.

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	JUL 2004
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 2003
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG 2000
52.204-7	CENTRAL CONTRACTOR REGISTRATION (OCT 2003)	OCT 2003
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL 1995
52.215-2	AUDIT AND RECORDS--NEGOTIATION	JUN 1999
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT 1997
52.216-4	ECONOMIC PRICE ADJUSTMENT--LABOR AND MATERIAL	JAN 1997
52.217-2	CANCELLATION UNDER MULTIYEAR CONTRACTS	OCT 1997
52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	JUN 2003
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	MAY 2004
52.219-14	LIMITATIONS ON SUBCONTRACTING	DEC 1996
52.222-3	CONVICT LABOR	JUN 2003
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB 1999
52.222-26	EQUAL OPPORTUNITY	APR 2002
52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED	DEC 2001

SECTION I

	VETERANS, OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN 1998
52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC 2001
52.222-38	COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS	DEC 2001
52.223-6	DRUG-FREE WORKPLACE	MAY 2001
52.223-14	TOXIC CHEMICAL RELEASE REPORTING	AUG 2003
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	DEC 2003
52.227-1	AUTHORIZATION AND CONSENT	JUL 1995
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG 1996
52.227-14	RIGHTS IN DATA--GENERAL	JUN 1987
52.227-16	ADDITIONAL DATA REQUIREMENTS	JUN 1987
52.232-7	PAYMENT UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS ALTERNATE II (JAN 1986)	FEB 2002
52.232-17	INTEREST	JUN 1996
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.233-1	DISPUTES	JUL 2002
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 LABOR-HOURS	SEP 2000
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS	JUL 2004
52.246-25	LIMITATION OF LIABILITY--SERVICES	FEB 1997
52.248-1	VALUE ENGINEERING	FEB 2000
52.249-6	TERMINATION (COST-REIMBURSEMENT) ALTERNATE IV (SEP 1996)	SEP 1996
52.249-14	EXCUSABLE DELAYS	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

I.2 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 0, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of 0;

(2) Any order for a combination of items in excess of 0;

(3) A series of orders from the same ordering office within 0 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 0 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

I.3 52.216-22 INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 90 days after the expiration date of this contract.

I.4 52.219-17 SECTION 8(A) AWARD (DEC 1996)

(a) By execution of a contract, the Small Business Administration (SBA) agrees to the following:

(1) To furnish the supplies or services set forth in the contract according to the specifications and the terms and conditions by subcontracting with the Offeror who has been determined an eligible concern pursuant to the provisions of section 8(a) of the Small Business Act, as amended (15 U.S.C. 637(a)).

(2) Except for novation agreements and advance payments, delegates to the Nuclear Regulatory Commission the responsibility for administering the contract with complete authority to take any action on behalf of the Government under the terms and conditions of the contract; provided, however that the

contracting agency shall give advance notice to the SBA before it issues a final notice terminating the right of the subcontractor to proceed with further performance, either in whole or in part, under the contract.

(3) That payments to be made under the contract will be made directly to the subcontractor by the contracting activity.

(4) To notify the Nuclear Regulatory Commission Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.

(5) That the subcontractor awarded a subcontract hereunder shall have the right of appeal from decisions of the cognizant Contracting Officer under the "Disputes" clause of the subcontract.

(b) The offeror/subcontractor agrees and acknowledges that it will, for and on behalf of the SBA, fulfill and perform all of the requirements of the contract.

(c) The offeror/subcontractor agrees that it will not subcontract the performance of any of the requirements of this subcontract to any lower tier subcontractor without the prior written approval of the SBA and the cognizant Contracting Officer of the Nuclear Regulatory Commission.

1.5 52.219-18 NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS (JUNE 2003)

(a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offer -

(1) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and

(2) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.

(b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.

(c) Any award resulting from this solicitation will be made to the Small Business Administration, which will subcontract performance to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

(d)(1) *Agreement.* A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

(2) The Legin Group will notify the Nuclear Regulatory Commission Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

I.6 52.232-25 PROMPT PAYMENT (OCT 2003)

Notwithstanding any other payment clause in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer (EFT). Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph (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 paragraphs (a)(2) and (c) of this clause, the due date for making invoice payments by the designated payment office is the later of the following two events:

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

(B) The 30th day after Government acceptance of supplies delivered or services performed. For a final invoice, when the payment amount is subject to contract settlement actions, acceptance is deemed to occur 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 is the 30th day after the date of the Contractor's invoice, provided the designated billing office receives a proper invoice 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 7th 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 paragraphs (a)(3)(i) through (a)(3)(x) of this clause. If the invoice does not comply with these requirements, the designated billing office will return it within 7 days after receipt (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), with the reasons why it is not a proper invoice. The Government will take into account untimely notification when computing any interest penalty owed the Contractor.

(i) Name and address of the Contractor.

(ii) Invoice date and invoice number. (The Contractor should 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, discount for prompt payment 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 notify in the event of a defective invoice.

(viii) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(ix) 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 (e.g., 52.232-38, Submission of Electronic Funds Transfer Information with Offer), 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.

(x) Any other information or documentation required by the contract (e.g., evidence of shipment).

(4) Interest penalty. The designated payment office will pay an interest penalty automatically, 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, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.

(i) The designated billing office received a proper invoice.

(ii) The Government processed a receiving report or other Government documentation authorizing payment, 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 Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR part 1315.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance is deemed to occur constructively on the 7th day (unless otherwise specified in this contract) after the Contractor delivers the supplies or performs 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. If actual acceptance occurs within the constructive acceptance period, the Government will base the determination of an interest penalty 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 prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are 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. The Government and the Contractor shall resolve claims involving disputes and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.

(6) Discounts for prompt payment. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR part 1315.

(7) Additional interest penalty.

(i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR part 1315 in addition to the interest penalty amount only if--

(A) The Government owes an interest penalty of \$1 or more;

(B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and

(C) The Contractor 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) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor 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 is due; and

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

(B) If there is no postmark or the postmark is illegible--

(1) The designated payment office that receives the demand will annotate it with the date of receipt, provided the demand is received on or before the 40th day after payment was made; or

(2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand, provided such date is no later than the 40th day after payment was made.

(iii) 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 payment. If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.

(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.

(d) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

I.7 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):

www.arnet.gov

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

ATTACHMENT NUMBER	TITLE	DATE	NO. PAGES
J.1	Billing Instructions		
J.2	NRC Management Directive 3.8		
J.3	Performance Requirements Summary		

BILLING INSTRUCTIONS

General: The contractor shall prepare vouchers or invoices as prescribed herein. **FAILURE TO SUBMIT VOUCHERS/INVOICES IN ACCORDANCE WITH THESE INSTRUCTIONS WILL RESULT IN REJECTION OF THE VOUCHER/INVOICES AS IMPROPER.**

Form: Claims shall be submitted on the payee's letterhead, voucher/invoices, or on the Government's Standard Form 1034, "Public Voucher for Purchases and Services Other than Personal," and Standard Form 1035, "Public Voucher for Purchases Other than Personal--Continuation Sheet." These forms are available from the U.S. Government Printing Office, 710 North Capitol Street, Washington, DC 20401.

Number of Copies: An original and three copies shall be submitted. 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 - T-7-I-2
Washington, DC 20555-0001

A copy of any invoice which includes a purchase of property valued at the time of purchase at \$5,000 or more, shall additionally be sent to:

Chief, Property Management Branch
Division of Facilities and Property Management
Mail Stop - T-7-D-27
Washington, DC 20555-0001

HAND-DELIVERY OF VOUCHERS/INVOICES IS DISCOURAGED AND WILL NOT EXPEDITE PROCESSING BY THE NRC. However, should you choose to deliver vouchers/invoices by hand, including delivery by any express mail service or special delivery service which uses a courier or other person to deliver the vouchers/invoices 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 - Mail Room
11555 Rockville Pike
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.

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

Frequency: The contractor shall submit a voucher or invoice monthly only after the NRC's acceptance of services rendered or products delivered in performance of the contract unless otherwise specified in the contract.

Preparation and Itemization of the Voucher/Invoice: To be considered a proper voucher/invoice, all of the following elements must be included:

1. Contract number and work order number.
2. Sequential voucher/invoice number.
3. Date of voucher/invoice.
4. Payee's name and address. (Show the name of the contractor and its correct address. In addition, when an assignment of funds has been made by the contractor, or a different payee has been designated, include the name and address of the payee). Indicate the name and telephone number of the individual responsible for answering questions which the NRC may have regarding the voucher/invoice.
5. Description of articles or services, quantity, unit price, total amount, and cumulative amount.

For labor-hour delivery orders with a ceiling, provide a breakdown by work order of labor hours by labor category, hours, fixed rate, current period dollars, and cumulative hours and dollars billed to date as authorized under the delivery order. For example:

Category	Current Hours	Fixed Rate	Current Billed	Cumulative	
				Hours	Total Billed
Sr. Scientist	100	35.00	\$3,500.00	500	\$ 17,500.00
Engineer	100	25.00	\$2,500.00	100	\$ 2,500.00
Totals:			\$6,000.00		\$ 20,000.00

Invoices for the contract shall be broken down by work order and task. You must also provide a consolidated summary (cover sheet) of the total amount billed inclusive of all work orders. The summary must contain the cumulative amount invoiced to date.

6. For contractor acquired property list each item purchased costing \$50,000 or more and having a life expectancy of more than 1 year and provide: (1) an item description, (2) manufacturer, (3) model number, (4) serial number, (5) acquisition cost, (6) date of purchase, and (7) a copy of the purchasing document.
7. Weight and zone of shipment, if shipped by parcel post.
8. Charges for freight or express shipments. Attach prepaid bill if shipped by freight or express.
9. Instructions to consignee to notify the Contracting Officer of receipt of shipment.
10. Travel Reimbursement (if applicable)

The contractor shall submit claims for travel reimbursement as a separate item on its fixed-price invoice/voucher in accordance with the following:

Travel reimbursement. Total costs associated with each trip must be shown in the following format:

<u>Start Date</u>	<u>Destination</u>	<u>Costs</u>
From:	From:	
To:	To:	\$

Provide supporting documentation (receipts) for travel expenditures in excess of \$75.00 in an attachment to the invoice/voucher.

Billing of Cost After Expiration of Order: If 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 expiration 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 and payments will be made in that currency. However, the U.S. dollar equivalent for all vouchers/invoices paid under the contract may not exceed the total U.S. dollars authorized under the order.

Supersession: These instructions supersede any previous billing instructions.

Unclassified Contractor and Grantee Publications in the NUREG Series

**Directive
3.8**

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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)

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

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)

Approved: June 17, 1991
(Revised: July 9, 1995)

**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)

*"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**

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

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

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

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

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

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

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

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

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

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

**Applicability
(3.8-04)**

**Employees
(041)**

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

**Other Publications
(042)**

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

**Handbook
(3.8-05)**

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

**References
(3.8-06)**

A Manual of Style, University of Chicago Press.

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

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

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

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

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

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***

***Handbook
3.8***

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Part I

Introduction

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

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

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

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

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

Part II

Preparing Publication Requirements for Statements of Work for Contracts

Specifying Publication Requirements (A)

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

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

Publishing Formal Reports (B)

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

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

Publishing Formal Reports (B) (continued)

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

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

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

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

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

Publishing Formal Reports (B) (continued)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

*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)

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

Microfiche (E) (continued)

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

Disclaimers (F)

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

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

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

Availability Information (G)

Reference Material (1)

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

Availability Information (G) (continued)

Reference Material (1) (continued)

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

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

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

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

Reports (2)

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

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

Forms (H)

Bibliographic Data Sheet (NRC Form 335) (1)

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

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

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

Printing and Reprinting (I)

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

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

Distribution (J)

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

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

Part IV

International Agreement Reports

Background and Rationale (A)

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

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

Identification Information (B)

Cover and Title Page (1)

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

NRC Report Number (2)

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

Identification Information (B) (continued)

NRC Report Number (2) (continued)

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

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

Previous Reports in Series (3)

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

Report Organization and Components (C)

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

Availability Information (D)

References and Bibliographies (1)

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

Availability Information (D) (continued)

References and Bibliographies (1) (continued)

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

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

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

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

Reports (2)

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

Disclaimer (E)

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

NOTICE

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

Forms (F)

Bibliographic Data Sheet (NRC Form 335) (1)

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

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

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

Classified or Sensitive Unclassified Information (G)

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

Part V

Books

General (A)

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

Definition (B)

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

Format (C)

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

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

Format (C) (continued)

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

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

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

NRC Document Number (D)

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

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

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

Availability of Reference Materials (E)

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

Reviews (F)

Peer (1)

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

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

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

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

Reviews (F) (continued)

Peer (1) (continued)

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

Copyright (2)

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

Security (3)

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

Patent (4)

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

Publishing Authorization Form (G)

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

Disclaimers (H)

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

Disclaimers (H) (continued)

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

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

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

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

Printing (I)

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

Distribution and Sales (J)

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

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

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

Part VI

Grant Publications

Background and Rationale (A)

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

Publication of Results (B)

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

Publication by NRC (1)

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

Publication by a Grantee (2)

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

Publication by a Grantee in the Open Literature (3)

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

Publication of Results (B) (continued)

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

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

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

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

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

Dear (Publisher's Name):

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

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

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

Sincerely,

Publication of Results (B) (continued)

Reprints of Open Literature Publications (4)

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

Identification Information (C)

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

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

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

Pre-Publication Reviews (D)

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

Glossary*

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

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

Casebound. Term denoting a book with a hard cover.

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

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

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

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

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

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

Glossary (continued)

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

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

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

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

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

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

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

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

Glossary (continued)

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

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

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

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

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

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

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

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

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

Glossary (continued)

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

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

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

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

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

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

NRC FORM 426A (2-89) NRC# 1102, 3202		U.S. NUCLEAR REGULATORY COMMISSION		1. REPORT NUMBER (if any) NUREG/CR-5627 BNL-NUREG-52257	
RELEASE TO PUBLISH UNCLASSIFIED NRC CONTRACTOR, CONSULTANT, OR CONFERENCE PROCEEDINGS REPORTS (Please Type or Print)				Obtain from NRC Technical Publications Section 4427-BE2	
2. TITLE AND SUBTITLE (State in full as shown on document) Alternate Modal Combination Methods in Response Spectrum Analysis				3. FUND OR GRANT NUMBER (Do not list DOE contract number) A-3955	
4. AUTHORS (If more than three, state first author followed by "and others") P. Bezler and others					
5. CONTRACTOR Brookhaven National Laboratory Department of Nuclear Energy		MAILING ADDRESS (Number and Street, City, State and ZIP Code) Building 129 Upton, NY 11973		TELEPHONE NUMBER 666-2447	
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<input checked="" type="checkbox"/> A. TECHNICAL REPORT <input checked="" type="checkbox"/> FORMAL <input type="checkbox"/> LETTER REPORT					
<input type="checkbox"/> B. CONFERENCE PAPER (If so, check appropriate box(es))					
(1) TITLE OF CONFERENCE PAPER: (2) DATE(S) OF CONFERENCE: (3) LOCATION OF CONFERENCE:					
<input type="checkbox"/> C. OTHER (Indicate type of item)					
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YES	NO	A. REFERENCE AVAILABILITY - 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.			
X		SPECIFIC AVAILABILITY			
	X	B. COPYRIGHTED MATERIAL - Does this report contain copyrighted material? If yes, attach a letter of release from the source that owns the copyright.			
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	X	D. PATENT CLEARANCE - 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	
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B. NRC RESPONSIBLE STAFF MEMBER (Type or print name)		SIGNATURE		OFF/DIV	TELEPHONE MAIL STOP DATE
A. Murphy		<i>A. Murphy</i>		442-3360	NLS217A 10/10/90

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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"**

<p><small>NRC FORM 335 (2-89)</small></p> <p align="center">BIBLIOGRAPHIC DATA SHEET <small>(See instructions on the reverse.)</small></p>		<p><small>U.S. NUCLEAR REGULATORY COMMISSION</small></p>	<p>1. REPORT NUMBER <small>(Classified by 101 C, Add Vol., Supp., Rev., and Amendment Numbers, if any.)</small></p> <p>NUREG/CR-5603 EGG-2607</p>
<p>2. TITLE AND SUBTITLE</p> <p>Pressure-Dependent Fragilities for Piping Components: Pilot Study on Davis-Besse Nuclear Power Station</p>		<p>3. DATE REPORT PUBLISHED</p> <p>MONTH: October YEAR: 1990</p>	
<p>5. AUTHOR(S)</p> <p>D.A. Wesley, T.R. Kipp, D.K. Nakaki, H. Hadidi-Tamjed</p>		<p>4. FIN OR GRANT NUMBER</p> <p>B5699</p>	
<p>8. PERFORMING ORGANIZATION - NAME AND ADDRESS <small>(If NRC, provide Division, Office or Region, U.S. Nuclear Regulatory Commission, and mailing address; if contractor, provide name and address.)</small></p> <p>ABB Impeitt Corporation 27401 Los Altos, Suite 480 Mission Viejo, CA 92691</p>		<p>6. TYPE OF REPORT</p> <p>Technical</p>	
<p>9. SPONSORING ORGANIZATION - NAME AND ADDRESS <small>(If NRC, give "Same as above"; if contractor, provide NRC Division, Office or Region, U.S. Nuclear Regulatory Commission, and mailing address.)</small></p> <p>Division of Safety Issue Resolution Office of Nuclear Regulatory Research U.S. Regulatory Commission Washington, D.C. 20555</p>		<p>7. PERIOD COVERED <small>(Month/Year/Day)</small></p>	
<p>10. SUPPLEMENTARY NOTES</p>			
<p>11. ABSTRACT <small>(200 words or less)</small></p> <p>The capacities of four, low-pressure fluid systems to withstand pressures and temperatures above the design levels were established for the Davis-Besse Nuclear Power Station. The results will be used in evaluating the probability of plant damage from Interfacing System Loss of Coolant Accidents (ISLOCA) as part of the probabilistic risk assessment of the Davis-Besse nuclear power station undertaken by EG&G Idaho, Inc. Included in this evaluation are the tanks, heat exchangers, filters, pumps, valves, and flanged connections for each system. The probabilities of failure, as a function of internal pressure, are evaluated as well as the variabilities associated with them. Leak rates or leak areas are estimated for the controlling modes of failure. The pressure capacities for the pipes and vessels are evaluated using limit-state analyses for the various failure modes considered. The capacities are dependent on several factors, including the material properties, modeling assumptions, and the postulated failure criteria. The failure modes for gasketed-flange connections, valves, and pumps do not lend themselves to evaluation by conventional structural mechanics techniques and evaluation must rely primarily on the results from ongoing gasket research test programs and available vendor information and test data.</p>			
<p>12. KEY WORDS/DESCRIPTORS <small>(Use words or phrases that will assist researchers in locating the report.)</small></p> <p>pressure dependent fragilities piping components Interfacing System Loss of Coolant Accidents (ISLOCA) probabilistic risk assessment Davis-Besse Nuclear Power Station</p>		<p>13. AVAILABILITY STATEMENT</p> <p>Unlimited</p>	
		<p>14. SECURITY CLASSIFICATION</p> <p><small>(If the Paper)</small> Unclassified</p> <p><small>(If the Report)</small> Unclassified</p>	
		<p>15. NUMBER OF PAGES</p>	
		<p>16. PRICE</p>	

Exhibit 2 (continued)

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INSTRUCTIONS

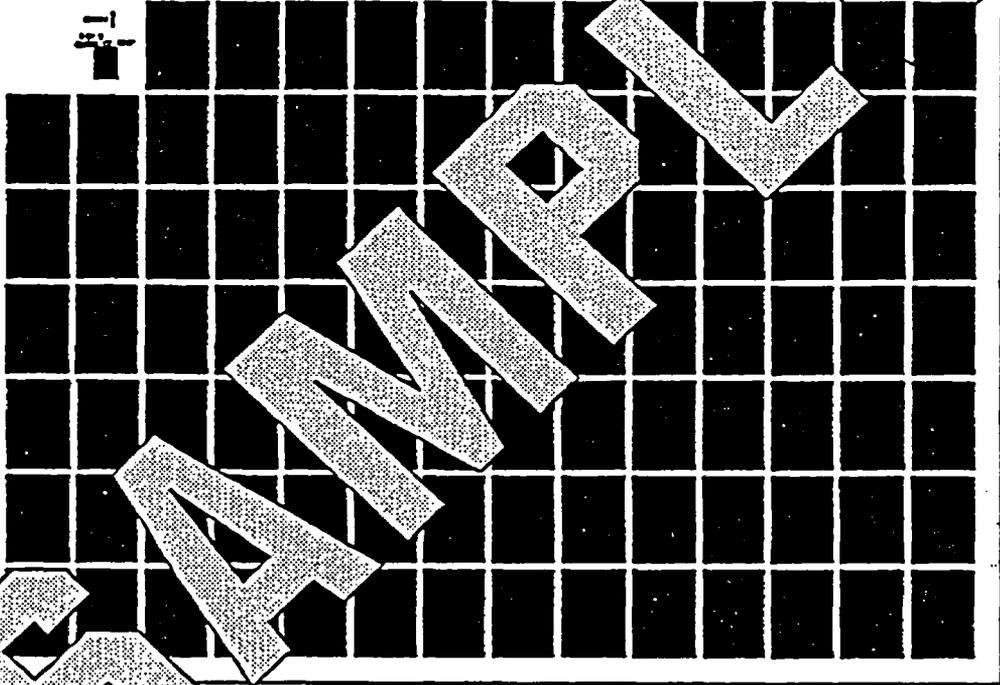
NRC FORM 335, BIBLIOGRAPHIC DATA SHEET, IS BASED ON GUIDELINES FOR FORMAT AND PRODUCTION OF SCIENTIFIC AND TECHNICAL REPORTS, ANSI Z39.18-1987 AVAILABLE FROM AMERICAN NATIONAL STANDARDS INSTITUTE, 1430 BROADWAY, NEW YORK, NY 10018. EACH SEPARATELY BOUND REPORT-FOR EXAMPLE, EACH VOLUME IN A MULTIVOLUME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

- 1. REPORT NUMBER.** Each individually bound report must carry a unique alphanumeric designation (NUREG) assigned by the Regulatory Publications Branch, Division of Freedom of Information and Publications Services, in accordance with American National Standard ANSI Z39.23-1983, Standard Technical Report Number (STRN). Use uppercase letters, Arabic numerals, slashes, and hyphens only, as in the following examples: NUREG-0100, NUREG/CP-0010, NUREG/CR-0100, and NUREG/BR-0010. For reports in a series add Vol., Supp., Rev., and Addendum, when necessary. Add contractor cross-reference identification number (if any) below NUREG-series number, e.g., PNL-XXXX, SANDXX-XXXX, SAI-XXXX.
- 2. TITLE AND SUBTITLE.** Title should indicate clearly and briefly the subject (coverage) of the report; including any subtitle to the main title. When a report is prepared in more than one volume, repeat the primary title, add volume number and include subtitle for the specific volume. Use upper and lower case letters, but capitalize computer code names. Do not use acronyms and initialisms in titles; may be added in 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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- 15. NUMBER OF PAGES.** Leave blank. (Added by NTIS)
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Exhibit 3

Microfiche Sheet Sample

NUREG/CR-XXXX CONTRACTOR ID NO. CLASSIFICATION	DESCRIPTION OF MICROFICHE (e.g., Appendix A) CONTRACTOR NAME (Optional)	PUBLICATION DATE 81 of 09 (Sheet ID)
		

PERFORMANCE REQUIREMENT SUMMARY

Performance Requirement and Deliverables	Standard	Method of Review	Incentives/Deduction
<p>Task 1- Creation of plant specific SER.</p> <p>Deliver draft with place holders</p>	<p>SER contains all technical and administrative information from LRA and supplemental information from TM SER framework.</p> <p>No spelling or grammatical errors; conforms to requirements for a NUREG-series document</p> <p>NRC comments on deliverable are incorporated correctly into draft within 2 weeks</p> <p>Tracking system must provide traceability for all input and changes</p>	<p>Contractor tracking system validates all information is included and TM will review</p> <p>TM/NRC review</p> <p>TM review</p> <p>PO & TM to verify</p>	<p>Full payment for 100% compliance.</p> <p>Items determined to be missing or incorrect will be corrected by contractor. If not incorporated after initial identification by NRC, contractor will add/correct at its own expense.</p> <p>No adjustment to deliverable due dates under next 2 tasks as a result of unacceptable delay in Task 1 report</p> <p>Increased NRC surveillance and additional contractor reporting requirements</p>

Performance Requirement and Deliverables	Standard	Method of Review	Incentives/Deduction
<p>Task 2</p> <p>SER with technical input, Open and Confirmatory Items, and updated appendices</p>	<p>TM comments are incorporated within 1 day when required</p> <p>All technical input is included correctly</p>	<p>TM to monitor</p> <p>Contractor quality review and tracking system shall validate</p> <p>TM will review</p>	<p>Full payment for 100% compliance.</p> <p>Items determined to be missing or incorrect will be corrected by contractor. If not incorporated after initial identification by NRC, contractor will add/correct at its own expense.</p>
<p>Task 3</p> <p>Final SER with public comments, technical input from TM; updated Chapter 1 and appendices</p>	<p>All technical input is included correctly</p> <p>No spelling or grammatical errors; conforms to requirements for a NUREG-series document</p>	<p>Contractor quality review and tracking system shall validate and TM will review</p> <p>TM/NRC review</p>	<p>Full payment for 100% compliance.</p> <p>Items determined to be missing or incorrect will be corrected by contractor. If not incorporated after initial identification by NRC, contractor will add/correct at its own expense.</p>