

<b>AWARD/CONTRACT</b>		1. THIS CONTRACT IS RATED ORDER UNDER DPAS (15 CFR 350)	RATING N/A	PAGE OF PAGES 1
2. CONTRACT NO. (Proc. Inst. Ident.) NRC-04-04-085		3. EFFECTIVE DATE 9-30-2004	4. REQUISITION/PURCHASE REQUEST/PROJECT NO. RES-04-085	
5. ISSUED BY U.S. Nuclear Regulatory Commission Div of Contracts Two White Flint North - MS T-7-I-2 Attn: Rachel Glaros (301) 415-0115 Washington, DC 20555		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 Attn: Rachel Glaros (301) 415-0115 Washington, DC 20555	

7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code)  PENNSYLVANIA STATE UNIVERSITY  110 TECHNOLOGY CENTER UNIVERSITY PARK PA 168021003		8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)
		9. DISCOUNT FOR PROMPT PAYMENT  N/A
		10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN:  ITEM

11. SHIP TO/MARK FOR U.S. Nuclear Regulatory Commission Attn: Dr. Gene Rhee Office of Nuclear Regulatory Research Mail Stop T-10 K8 Washington DC 20555	12. PAYMENT WILL BE MADE BY U.S. Nuclear Regulatory Commission Payment Team, Mail Stop T-9-H-4 Attn: (NRC-04-04-085)  Washington DC 20555
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13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) <input checked="" type="checkbox"/> 41 U.S.C. 253(c)(1)	14. ACCOUNTING AND APPROPRIATION DATA B&R No.: 46060401710 RES-C04-447 Job Code: F6052 BOC: 252A Appn. No.: 31X0200.460 Amount \$45,000 Continued in Block 15B
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15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	Block 14 continued: B&R No.: 46060401710 RES-C04-446 Job Code: F6051 BOC: 252A Appn. No: 31X0200.460 \$24,350  See Section B.2 for description of services  This is a cost reimbursement type contract				

15G. TOTAL AMOUNT OF CONTRACT

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
	A	SOLICITATION/CONTRACT FORM			I	CONTRACT CLAUSES	
	B	SUPPLIES OR SERVICES AND PRICES/COSTS		PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
	C	DESCRIPTION/SPECS./WORK STATEMENT			J	LIST OF ATTACHMENTS	
	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
	E	INSPECTION AND ACCEPTANCE			K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
	F	DELIVERIES OR PERFORMANCE			L	INSTRS., CONDS., AND NOTICES TO OFFER	
	G	CONTRACT ADMINISTRATION DATA			M	EVALUATION FACTORS FOR AWARD	
	H	SPECIAL CONTRACT REQUIREMENTS					

CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)	18. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____, including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.
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19A. NAME AND TITLE OF SIGNER (Type or print) John W. Hanold, Associate Director Office of Sponsored Programs	20A. NAME OF CONTRACTING OFFICER STEPHEN POOL CONTRACTING OFFICER
19B. NAME OF CONTRACTOR BY <i>John W. Hanold</i> (Signature of person authorized to sign)	20B. UNITED STATES OF AMERICA BY <i>Stephen Pool</i> (Signature of Contracting Officer)
19C. DATE SIGNED SEP 30 2004	20C. DATE SIGNED 9/30/04

TEMPLATE - ADM001

ADM002

REV. (4-85)

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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:

Reflood Heat Transfer Data Bank Archival Project

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

The objective of the work is to improve the quality of the FLECHT (Full Length Emergency Core Cooling Heat Transfer), and FLECHT-Separate Effects and System Effects experimental data residing in the NRC Reflood Heat Transfer Data Bank by adding important information such as data channel definitions, heat flux, and void fractions.

**B.3 CONSIDERATION AND OBLIGATION—COST REIMBURSEMENT  
(JUN 1988)**

(a) The total estimated cost to the Government for full performance under this contract is \$69,350.00.

(b) The amount obligated by the Government with respect to this contract is \$69,350.00.

NRC-04-04-085

**SECTION C**

**SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK**

**[SEE ATTACHMENT J.1 - UNSOLICITED PROPOSAL]**

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 CLAUSES INCORPORATED BY REFERENCE

The following clauses are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" contained in this document. FAR 52.252-2 contains the internet address for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
52.246-9	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) INSPECTION OF RESEARCH AND DEVELOPMENT (SHORT FORM)	APR 1984

## E.2 PLACE OF INSPECTION AND ACCEPTANCE (MAR 1987)

Inspection and acceptance of the deliverable items to be furnished hereunder shall be made by the Project Officer at the destination.

## SECTION F - DELIVERIES OR PERFORMANCE

## F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

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

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

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

All technical reports required by Section C and all Technical Progress Reports required by Section F are to be prepared in accordance with the attached Management Directive 3.7, "Unclassified Contractor and Grantee Publications in the NUREG Series." Management Directive 3.7 is not applicable to any Contractor Spending Plan (CSP) and any Financial Status Report that may be included in this contract. (See List of Attachments).

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

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

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

#### **F.4 2052.211-72 FINANCIAL STATUS REPORT-ALTERNATE 1 (OCT 1999)**

The contractor shall provide a monthly Financial Status Report (FSR) to the Project Officer and the contracting officer. The FSR shall include the acquisition of, or changes in the status of, contractor-held property acquired with government funds valued at the time of purchase at \$50,000 or more. Whenever such 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 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 \$5,000 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 shall be provided for any component or peripheral equipment which is part of a "system or system unit."

(3) For multi-year projects, in the September monthly financial status report provide a cumulative listing of property with an acquisition cost of \$50,000 or more showing the information specified in paragraph (h)(2) 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.

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

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

**F.5 PLACE OF DELIVERY--REPORTS (JUN 1988)**

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

(a) Project Officer (1 copy)

(b) Contracting Officer (1 copy)

**NRC-04-04-085**

**SECTION F**

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

This contract shall commence on effective date of contract award and will expire September 15, 2005.

## 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: Dr. Gene Rhee

Address: U.S. Nuclear Regulatory Commission  
11545 Rockville Pike  
Attn: Mail Stop T-10-K8  
Rockville, Maryland 20852

Telephone Number: 301-415-6489

(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 2052.215-77 TRAVEL APPROVALS AND REIMBURSEMENT (OCT 1999)**

- (a) All foreign travel must be approved in advance by the NRC on NRC Form 445, Request for Approval of Official Foreign Travel, and must be in compliance with FAR 52.247-63 Preference for U.S. Flag Air Carriers. The contractor shall submit NRC Form 445 to the NRC no later than 30 days before beginning travel.
- (b) The contractor must receive written approval from the NRC Project Officer before taking travel that was unanticipated in the Schedule (i.e., travel not contemplated in the Statement of Work, or changes to specific travel identified in the Statement of Work).
- (c) The contractor will be reimbursed only for those travel costs incurred that are directly related to this contract and are allowable subject to the limitations prescribed in FAR 31.3.
- (d) It is the responsibility of the contractor to notify the contracting officer in accordance with the Limitations of Cost clause of this contract when, at any time, the contractor learns that travel expenses will cause the contractor to exceed the estimated costs specified in the Schedule.
- (e) Reasonable travel costs for research and related activities performed at State and nonprofit institutions, in accordance with Section 12 of Pub. L. 100-679, shall be charged in accordance with the contractor's institutional policy to the degree that the limitations of Office of Management and Budget (OMB) guidance are not exceeded. Applicable guidance documents

include OMB Circular A-87, Cost Principles for State and Local Governments; OMB Circular A-122, Cost Principles for Nonprofit Organizations; and OMB Circular A-21, Cost Principles for Educational Institutions.

G.3 2052.216-71 INDIRECT COST RATES-ALTERNATE 1 (JAN 1993)

The contractor is reimbursed for allowable indirect costs in accordance with the following predetermined rates:

INDIRECT COST POOL	RATE	BASE	PERIOD
Fringe Benefits			
Salaries (Category I)			Effective date - 6/30/2005
Salaries (Category II)			Effective date - 6/30/2005
Salaries (Category III)			Effective date - 6/30/2005
Modified Direct Costs (On-Campus Research)			Effective date - 9/15/2005

## SECTION H - SPECIAL CONTRACT REQUIREMENTS

**H.1 2052.209-72 CONTRACTOR ORGANIZATIONAL CONFLICTS OF INTEREST (JAN 1993)**

(a) Purpose. The primary purpose of this clause is to aid in ensuring that the contractor:

(1) Is not placed in a conflicting role because of current or planned interests (financial, contractual, organizational, or otherwise) which relate to the work under this contract; and

(2) Does not obtain an unfair competitive advantage over other parties by virtue of its performance of this contract.

(b) Scope. The restrictions described apply to performance or participation by the contractor, as defined in 48 CFR 2009.570-2 in the activities covered by this clause.

(c) Work for others.

(1) Notwithstanding any other provision of this contract, during the term of this contract, the contractor agrees to forego entering into consulting or other contractual arrangements with any firm or organization the result of which may give rise to a conflict of interest with respect to the work being performed under this contract. The contractor shall ensure that all employees under this contract abide by the provision of this clause. If the contractor has reason to believe, with respect to itself or any employee, that any proposed consultant or other contractual arrangement with any firm or organization may involve a potential conflict of interest, the contractor shall obtain the written approval of the contracting officer before the execution of such contractual arrangement.

(2) The contractor may not represent, assist, or otherwise support an NRC licensee or applicant undergoing an NRC audit, inspection, or review where the activities that are the subject of the audit, inspection, or review are the same as or substantially similar to the services within the scope of this contract (or task order as appropriate) except where the NRC licensee or applicant requires the contractor's support to explain or defend the contractor's prior work for the utility or other entity which NRC questions.

(3) When the contractor performs work for the NRC under this contract at any NRC licensee or applicant site, the contractor shall neither solicit nor perform work in the same or similar

technical area for that licensee or applicant organization for a period commencing with the award of the task order or beginning of work on the site (if not a task order contract) and ending one year after completion of all work under the associated task order, or last time at the site (if not a task order contract).

(4) When the contractor performs work for the NRC under this contract at any NRC licensee or applicant site,

(i) The contractor may not solicit work at that site for that licensee or applicant during the period of performance of the task order or the contract, as appropriate.

(ii) The contractor may not perform work at that site for that licensee or applicant during the period of performance of the task order or the contract, as appropriate, and for one year thereafter.

(iii) Notwithstanding the foregoing, the contracting officer may authorize the contractor to solicit or perform this type of work (except work in the same or similar technical area) if the contracting officer determines that the situation will not pose a potential for technical bias or unfair competitive advantage.

(d) Disclosure after award.

(1) The contractor warrants that to the best of its knowledge and belief, and except as otherwise set forth in this contract, that it does not have any organizational conflicts of interest as defined in 48 CFR 2009.570-2.

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

(3) It is recognized that the scope of work of a task-order-type contract necessarily encompasses a broad spectrum of activities. Consequently, if this is a task-order-type contract, the contractor agrees that it will disclose all proposed new work involving NRC licensees or applicants which comes within the scope of work of the underlying contract. Further, if this contract involves work at a licensee or applicant site, the contractor agrees to exercise diligence to discover and disclose any new work at that licensee or applicant site. This disclosure must be made before the submission of a bid or proposal to the utility or other regulated entity and must be received by the NRC at least 15 days before the proposed award date in any event, unless a written justification demonstrating urgency and due diligence to discover and disclose is provided by the contractor and approved by the contracting officer. The disclosure must

include the statement of work, the dollar value of the proposed contract, and any other documents that are needed to fully describe the proposed work for the regulated utility or other regulated entity. NRC may deny approval of the disclosed work only when the NRC has issued a task order which includes the technical area and, if site-specific, the site, or has plans to issue a task order which includes the technical area and, if site-specific, the site, or when the work violates paragraphs (c)(2), (c)(3) or (c)(4) of this section.

(e) Access to and use of information.

(1) If in the performance of this contract, the contractor obtains access to information, such as NRC plans, policies, reports, studies, financial plans, internal data protected by the Privacy Act of 1974 (5 U.S.C. Section 552a (1988)), or the Freedom of Information Act (5 U.S.C. Section 552 (1986)), the contractor agrees not to:

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

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

(iii) Submit an unsolicited proposal to the Government based on the information until one year after the release of the information to the public; or

(iv) Release the information without prior written approval by the contracting officer unless the information has previously been released to the public by the NRC.

(2) In addition, the contractor agrees that, to the extent it receives or is given access to proprietary data, data protected by the Privacy Act of 1974 (5 U.S.C. Section 552a (1988)), or the Freedom of Information Act (5 U.S.C. Section 552 (1986)), or other confidential or privileged technical, business, or financial information under this contract, the contractor shall treat the information in accordance with restrictions placed on use of the information.

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

(f) Subcontracts. Except as provided in 48 CFR 2009.570-2, the contractor shall include this clause, including this paragraph, in subcontracts of any tier. The terms contract, contractor, and contracting officer, must be appropriately modified to preserve the Government's rights.

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

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

(i) Follow-on effort. The contractor shall be ineligible to participate in NRC contracts, subcontracts, or proposals therefore (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:

Dr. Larry Hochreiter

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 2052.235-70 PUBLICATION OF RESEARCH RESULTS (OCT 1999)

(a) The principal investigator(s)/contractor shall comply with the provisions of NRC Management Directive 3.7 (Vol. 3, Part 1) and NRC Handbook 3.7 (Parts I-IV) regarding publication in refereed scientific and engineering journals or dissemination to the public of any information, oral or written, concerning the work performed under this contract. Failure to comply with this clause shall be grounds for termination of this contract.

(b) The principal investigator(s)/contractor may publish the results of this work in refereed scientific and engineering journals or in open literature and present papers at public or

association meetings at interim stages of work, in addition to submitting to NRC the final reports and other deliverables required under this contract. However, such publication and papers shall focus on advances in science and technology and minimize conclusions and/or recommendations which may have regulatory implications.

(c) The principal investigator(s) shall coordinate all such publications with, and transmit a copy of the proposed article or paper to, the NRC Contracting Officer or Project Officer, prior to publication. The NRC agrees to review and provide comments within thirty (30) days after receipt of a proposed publication. However, in those cases where the information to be published is (1) subject to Commission approval, (2) has not been ruled upon, or (3) disapproved by the Commission, the NRC reserves the right to disapprove or delay the publication. Further, if the NRC disagrees with the proposed publication for any reason, it reserves the right to require that any publication not identify the NRC's sponsorship of the work and that any associated publication costs shall be borne by the contractor.

#### **H.4 2052.235-71 SAFETY, HEALTH, AND FIRE PROTECTION (JAN 1993)**

The contractor shall take all reasonable precautions in the performance of the work under this contract to protect the health and safety of its employees and of members of the public, including NRC employees and contractor personnel, and to minimize danger from all hazards to life and property. The contractor shall comply with all applicable health, safety, and fire protection regulations and requirements (including reporting requirements) of the Commission and the Department of Labor. If the contractor fails to comply with these regulations or requirements, the contracting office may, without prejudice to any other legal or contractual rights of the Commission, issue an order stopping all or any part of the work. Thereafter, a start work order for resumption of work may be issued at the discretion of the contracting officer. The contractor may not make a claim for an extension of time or for compensation or damages by reason of, or in connection with, this type of work stoppage.

#### **H.5 CONTRACTOR ACQUIRED GOVERNMENT EQUIPMENT/PROPERTY (DEC 1995)**

The Contractor is authorized to acquire and/or fabricate the equipment/property listed below for use in the performance of this contract.

Dell Dimension 8400 and associated accessories and other computer and expendable items

(b) In the event that, during contract performance, the contractor determines that the acquisition cost for the above item(s) is expected to exceed the amount(s) contained in the contractor's proposal, the contractor shall refer to the Limitation of Cost or Funds Clause when either is included in the contract.

(c) Only the equipment/property listed above, in the quantities shown, will be acquired by the contractor. Additional equipment/property valued at \$500 or more may be acquired only after contracting officer approval is authorized by an amendment to this clause. The above listed equipment/property is subject to the provisions of the "Government Property" clause.

#### H.6 SEAT BELTS

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

#### H.7 COMPLIANCE WITH U.S. IMMIGRATION LAWS AND REGULATIONS

NRC contractors are responsible to ensure that their alien personnel are not in violation of United States Immigration and Naturalization (INS) laws and regulations, including employment authorization documents and visa requirements. Each alien employee of the Contractor must be lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card Form 1-151 or must present other evidence from the Immigration and Naturalization Services that employment will not affect his/her immigration status. The INS Office of Business Liaison (OBL) provides information to contractors to help them understand the employment eligibility verification process for non-US citizens. This information can be found on the INS website, <http://www.ins.usdoj.gov/graphics/services/employerinfo/index.htm#obl>.

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

(End of Clause)

## PART II - CONTRACT CLAUSES

## SECTION I - CONTRACT CLAUSES

## I.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

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

NUMBER	TITLE	DATE
52.204-7	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) CENTRAL CONTRACTOR REGISTRATION (OCT 2003)	OCT 2003
52.215-2	AUDIT AND RECORDS--NEGOTIATION ALTERNATE II (APR 1998)	JUN 1999
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT 1997
52.216-11	COST CONTRACT--NO FEE	APR 1984
52.216-15	PREDETERMINED INDIRECT COST RATES	APR 1998
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 VETERANS, OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC 2001
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
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	DEC 2003
52.227-1	AUTHORIZATION AND CONSENT	JUL 1995
52.227-11	PATENT RIGHTS -- RETENTION BY THE	JUN 1997

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SECTION I

	CONTRACTOR (SHORT FORM)	
52.227-14	RIGHTS IN DATA--GENERAL ALTERNATE IV (JUN 1987)	JUN 1987
52.227-16	ADDITIONAL DATA REQUIREMENTS	JUN 1987
52.228-7	INSURANCE--LIABILITY TO THIRD PERSONS	MAR 1996
52.232-20	LIMITATION OF COST	APR 1984
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.232-33	PAYMENT BY ELECTRONIC FUNDS--CENTRAL CONTRACTOR REGISTRATION	OCT 2003
52.233-1	DISPUTES	JUL 2002
52.233-3	PROTEST AFTER AWARD ALTERNATE I (JUN 1985)	AUG 1996
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR 1984
52.243-2	CHANGES--COST REIMBURSEMENT ALTERNATE V (APR 1984)	AUG 1987
52.244-2	SUBCONTRACTS ALTERNATE II (AUG 1998)	AUG 1998
52.245-5	GOVERNMENT PROPERTY (COST- REIMBURSEMENT, TIME-AND-MATERIAL OR LABOR-HOUR CONTRACTS) ALTERNATE I (JUL 1985)	JUL 1985
52.249-5	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (EDUCATIONAL AND OTHER NONPROFIT INSTITUTIONS)	SEP 1996
52.253-1	COMPUTER GENERATED FORMS	JAN 1991
I.2 52.216-7	ALLOWABLE COST AND PAYMENT (DEC 2002)	

(a) Invoicing. (1) The Government will make payments to the Contractor when requested as work progresses, but (except for small business concerns) not more often than once every 2 weeks, in amounts determined to be allowable by the Contracting Officer in accordance with Federal Acquisition Regulation (FAR) subpart 31.3 in effect on the date of this contract and the terms of this contract. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost for performing this contract.

(2) Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act. Interim payments made prior to the final payment under the contract are contract financing payments, except interim payments if this contract contains Alternate I to the clause at 52.232-25.

(3) The designated payment office will make interim payments for contract financing on the 30TH day after the designated billing office receives a proper payment request.

In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

(b) Reimbursing costs. (1) For the purpose of reimbursing allowable costs (except as provided in paragraph (b)(2) of the clause, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term "costs" includes only--

(i) Those recorded costs that, at the time of the request for reimbursement, the Contractor has paid by cash, check, or other form of actual payment for items or services purchased directly for the contract;

(ii) When the Contractor is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for--

(A) Supplies and services purchased directly for the contract and associated financing payments to subcontractors, provided payments determined due will be made--

(1) In accordance with the terms and conditions of a subcontract or invoice; and

(2) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government;

(B) Materials issued from the Contractor's inventory and placed in the production process for use on the contract;

(C) Direct labor;

(D) Direct travel;

(E) Other direct in-house costs; and

(F) Properly allocable and allowable indirect costs, as shown in the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and

(iii) The amount of financing payments that have been paid by cash, check, or other forms of payment to subcontractors.

(2) Accrued costs of Contractor contributions under employee pension plans shall be excluded until actually paid unless-

(i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's indirect costs for payment purposes).

(3) Notwithstanding the audit and adjustment of invoices or vouchers under paragraph (g) below, allowable indirect costs under this contract shall be obtained by applying indirect cost rates established in accordance with paragraph (d) below.

(4) Any statements in specifications or other documents incorporated in this contract by reference designating performance of services or furnishing of materials at the Contractor's expense or at no cost to the Government shall be disregarded for purposes of cost-reimbursement under this clause.

(c) Small business concerns. A small business concern may receive more frequent payments than every 2 weeks.

(d) Final indirect cost rates. (1) Final annual indirect cost rates and the appropriate bases shall be established in accordance with Subpart 42.7 of the Federal Acquisition Regulation (FAR) in effect for the period covered by the indirect cost rate proposal.

(2)(i) The Contractor shall submit an adequate final indirect cost rate proposal to the Contracting Officer (or cognizant Federal agency official) and auditor within the 6-month period following the expiration of each of its fiscal years. Reasonable extensions, for exceptional circumstances only, may be requested in writing by the Contractor and granted in writing by the Contracting Officer. The Contractor shall support its proposal with adequate supporting data.

(ii) The proposed rates shall be based on the Contractor's actual cost experience for that period. The appropriate Government representative and the Contractor shall establish the final indirect cost rates as promptly as practical after receipt of the Contractor's proposal.

(3) The Contractor and the appropriate Government representative shall execute a written understanding setting forth the final indirect cost rates. The understanding shall specify (i) the agreed-upon final annual indirect cost rates, (ii) the bases to which the rates apply, (iii) the periods for which the rates apply, (iv) any specific indirect cost items treated as direct costs in the settlement, and (v) the affected contract and/or subcontract, identifying any with advance

agreements or special terms and the applicable rates. The understanding shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this contract. The understanding is incorporated into this contract upon execution.

(4) Failure by the parties to agree on a final annual indirect cost rate shall be a dispute within the meaning of the Disputes clause.

(5) Within 120 days (or longer period if approved in writing by the Contracting Officer) after settlement of the final annual indirect cost rates for all years of a physically complete contract, the Contractor shall submit a completion invoice or voucher to reflect the settled amounts and rates.

(6)(i) If the Contractor fails to submit a completion invoice or voucher within the time specified in paragraph (d)(5) of this clause, the Contracting Officer may--

(A) Determine the amounts due to the Contractor under the contract; and

(B) Record this determination in a unilateral modification to the contract.

(ii) This determination constitutes the final decision of the Contracting Officer in accordance with the Disputes clause.

(e) Billing rates. Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the Contracting Officer or by an authorized representative (the cognizant auditor), subject to adjustment when the final rates are established. These billing rates--

(1) Shall be the anticipated final rates; and

(2) May be prospectively or retroactively revised by mutual agreement, at either party's request, to prevent substantial overpayment or underpayment.

(f) Quick-closeout procedures. Quick-closeout procedures are applicable when the conditions in FAR 42.708(a) are satisfied.

(g) Audit. At any time or times before final payment, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. Any payment may be (1) reduced by amounts found by the Contracting Officer not to constitute allowable costs or (2) adjusted for prior overpayments or underpayments.

(h) Final payment. (1) Upon approval of a completion invoice or voucher submitted by the Contractor in accordance with paragraph (d)(5) of this clause, and upon the Contractor's

compliance with all terms of this contract, the Government shall promptly pay any balance of allowable costs and that part of the fee (if any) not previously paid.

(2) The Contractor shall pay to the Government any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Contractor or any assignee under this contract, to the extent that those amounts are properly allocable to costs for which the Contractor has been reimbursed by the Government. Reasonable expenses incurred by the Contractor for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the Contracting Officer. Before final payment under this contract, the Contractor and each assignee whose assignment is in effect at the time of final payment shall execute and deliver--

(i) An assignment to the Government, in form and substance satisfactory to the Contracting Officer, of refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which the Contractor has been reimbursed by the Government under this contract; and

(ii) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract, except--

(A) Specified claims stated in exact amounts, or in estimated amounts when the exact amounts are not known;

(B) Claims (including reasonable incidental expenses) based upon liabilities of the Contractor to third parties arising out of the performance of this contract; provided, that the claims are not known to the Contractor on the date of the execution of the release, and that the Contractor gives notice of the claims in writing to the Contracting Officer within 6 years following the release date or notice of final payment date, whichever is earlier; and

(C) Claims for reimbursement of costs, including reasonable incidental expenses, incurred by the Contractor under the patent clauses of this contract, excluding, however, any expenses arising from the Contractor's indemnification of the Government against patent liability.

**I.3 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.

**NRC-04-04-085**

**SECTION I**

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](http://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	Unsolicited Proposal		
J.2	Supplemental Requirements		
J.3	Billing Instructions - Cost Reimbursement		
J.4	Management Directive and Handbook 3.7, "NUREG-Series Publications"		

**TECHNICAL PROPOSAL**

**"REFLOD HEAT TRANSFER DATA BANK ARCHIVAL"**

**Proposed by**

**PENNSYLVANIA STATE UNIVERSITY**

**Submitted to:**

**U. S. Nuclear Regulatory Commission**

**1. Reflood Heat Transfer Data Bank Archival Project**

**Background**

Several full length rod bundle reflood tests series were funded by the Nuclear Regulatory Commission (NRC) in co-operation with the Westinghouse Electric Corporation. The experimental data and associated analysis provide part of the basis for the NRC and Industry analytical models that were used to assess Emergency Core Cooling performance and compliance with 10CRF50.46, Appendix K. Some of the experimental data from these experiments were placed in the NRC data bank.

The experimental data from these experiments has also been used to help develop, validate, and assess the Nuclear Regulatory Commission advanced thermal-hydraulic computer code, TRACE (formally called TRAC-M) which will be used for audit calculations and assessment for large-break and small-break Loss of Coolant Accidents. The assessment of the TRACE code, and its associated thermal-hydraulic models, is accomplished through simulation of experimental tests and detailed comparisons to experimental data. The quality of the code assessment is directly dependent on the quality, quantity and availability of the experimental data.

**Program Objectives**

The objective of this program is to review and assess the existing reflood data which resides in

the NRC data bank to verify that the current information in the data bank files is correct and the individual channels of information within the data bank are correct for a given test series. In addition, there is derived information from the basic data, such as local heat transfer coefficients, and heat flux, heater rod surface temperatures, and void fraction, which is also desirable for code comparisons and assessment. This information should also be added to the data bank. In addition, detailed information on the test facility such as instrumentation locations, dimensions, data channel listings, instrumentation descriptions should also be recovered and added to the data bank where possible such that a detailed TRACE computer model can be developed for comparisons to the experimental data.

Specifically the objectives of the program are to verify the accuracy of the existing reflood data, retrieve the missing data, add any derived and processed data and results of analysis to the data bank, as well as to retrieve the information on the facility design, hardware, and instrumentation used in the experiments such that effective use can be made of the data for computer code validation.

## **Program Tasks**

### **Task 1      Review the NRC Data Bank Existing Reflood Data**

- a.      Review the existing information in the data bank for the FLECHT-SEASET, Unblocked Bundle Tests, FLECHT Low Flooding Rate Cosine Tests, and the FLECHT Low Flooding Rate Top Skewed Tests., for completeness and accuracy of the existing channels of information.
- b.      As needed, obtain the original data tapes or files from Westinghouse Electric Corporation and add this data to the data bank
- c.      Obtain as much of the original information on the test design, hardware and instrumentation as possible and document this information in the data bank.

Of particular interest are FLECHT-SEASET Tests: 31701, 31203, 31504, 31805, 32013, 31302, 34209, 31108, 30619, 30518, 31922, 30223, 32333, 32235, and 33426.

For the FLECHT Low Flooding Rate Cosine Tests, the tests of interest are: 04641, 04831, 05132, 04930, 07836, and 07934.

For the FLECHT Low Flooding Rate Top Skewed Tests, the tests of interest are: 13609, 13914, 13404, 11003, 16110, 16022, 14935, and 15034.

Other data that can be recovered for these test series will also be obtained if possible.

### **Task 2      Obtain and Validate the Reflood Data Reduction and Analysis Codes used in the Experimental Programs**

- a. Several different data reduction and analysis computer codes were used to process the reflood data from the different test series. The objective would be to obtain these codes from Westinghouse Electric Company, with associated documentation, and restore the codes such that they could be used to re-process the raw data from the test series. The codes which are of interest include: CATALOG, FFLOWS, FLEMB, and DATARH. (Note: some of these codes, in a different form may exist at Penn State)

**Task 3**      **Generate Analyzed Reflood Data and Store in Data Bank such that it can be Retrieved**

- a. Using the restored data reduction and analysis computer codes from Task 2 and the data from the different test series from Task 1, generate reduced and analyzed data for selected tests from each test series, organize the data, and store it in the NRC data bank in an AC Grace format.

**SUPPLEMENTAL REQUIREMENTS TO PSU UNSOLICITED PROPOSAL FOR REFLOOD  
HEAT TRANSFER DATA BANK ARCHIVAL PROJECT AUGUST 2004**

**I REPORTING REQUIREMENTS**

1. A monthly technical and financial progress report shall be provided to the NRC Project Officer and Contract Specialist as set forth in the contract.
2. A letter report shall be provided electronically (WordPerfect) and as a camera-ready copy to the Project Officer, indicating data channel definitions, the missing data that have been recovered, the derived information from raw data, and updated facility and instrument descriptions and the instrument locations.

Due Date: At the end of the contract

**II. MEETINGS AND TRAVEL REQUIREMENTS**

One two-day trip to the NRC Headquarters in Rockville, Maryland, by two people, is anticipated for a program review.

BILLING INSTRUCTIONS FOR  
COST REIMBURSEMENT TYPE CONTRACTS (October 2003)

**General:** The contractor is responsible during performance and through final payment of this contract for the accuracy and completeness of the data within the Central Contractor Registration (CCR) database, and for any liability resulting from the Government's reliance on inaccurate or incomplete CCR data. The contractor shall prepare vouchers/invoices for reimbursement of costs in the manner and format described herein. **FAILURE TO SUBMIT VOUCHERS/INVOICES IN ACCORDANCE WITH THESE INSTRUCTIONS WILL RESULT IN REJECTION OF THE VOUCHER/INVOICE AS IMPROPER.**

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

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

U.S. Nuclear Regulatory Commission  
Division of Contracts - T-7-I-2  
Washington, DC 20555

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

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

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

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

**Agency Payment Office:** Payment will continue to be made by the office designated in the contract in Block 12 of SF 26 or Block 25 of SF 33, whichever is applicable.

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

**Format:** Claims should be submitted in the format depicted on the attached sample form entitled "Voucher/Invoice for Purchases and Services Other than Personal" (see Attachment 1). The sample format is provided for guidance only. The format is not required for submission of a voucher/invoice. Alternate formats are permissible provided all requirements of the billing instructions are addressed. The instructions for preparation and itemization of the voucher/invoice are included with the sample form.

**Task Ordering Contracts:** If the contractor bills for more than one task order under a voucher/invoice, detailed cost information for each individual task order shall be submitted, together with a cumulative summary of all charges billed on the voucher/invoice. This includes all applicable cost elements discussed in paragraphs (a) through (n) of the attached instructions.

**Fee Recovery Billings:** Pursuant to the provisions of 10 CFR Part 170 and 171 on license fees, the NRC must recover the cost of work performed. Accordingly, the contractor must provide the total amount of funds billed during the period, fiscal year to date and the cumulative total for each task or task assignment by facility or report. The fee recovery billing reports shall be on a separate page, and shall be in the format provided in **Attachment 2**. The billing period for fee recovery costs should be from the first day of each calendar month to the last day of the same month. Each separate fee billing report must be attached to the monthly invoice and cover the same period as the invoice.

Each report will contain a docket number or other unique identifier. The NRC will provide a unique identifier for all work performed. Costs should be reported as whole number to the nearest cent. For work that involves more than one facility at the same site, each facility should be listed separately and the costs should be split appropriately between the facilities. Common costs, as defined below, shall be identified as a separate line item in the fee recovery billing report each month.

Common costs are those costs that are not licensee unique and associated with the performance of an overall program that benefit all similar licensees covered under that program or that are required to satisfactorily carry out the program. Common costs include costs associated with the following: preparatory or start-up efforts to interpret and reach agreement on methodology, approach, acceptance criteria, regulatory position, or technical reporting requirements; efforts associated with the "lead plant" concept that might be involved during the first one or two plant reviews; meetings and discussions involving the above efforts to provide orientation, background knowledge or guidance during the course of a program; any technical effort applied to a docket or other unique identifier; and project management. Common costs must be reporting monthly for each docket or unique identifier. Common costs must be computed based on the proportion of direct costs incurred against each docket or unique identifier for the billing period.

**Billing of Cost After Expiration of Contract:** 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".

Final vouchers/invoices shall be marked "FINAL VOUCHER" or "FINAL INVOICE".

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

**Supersession:** These instructions supersede any previous billing instructions.

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

**(SAMPLE FORMAT)**

**1. Official Agency Billing Office**

U.S. Nuclear Regulatory Commission  
Division of Contracts MS: T-7-1-2  
Washington, DC 20555-0001

**2. Voucher Information**

a. **Payee's DUNS Number or DUNS+4.** The Payee shall include the Payee's Data Universal Number (DUNS) or DUNS+4 number that identifies the Payee's name and address. The DUNS+4 number is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the Payee to identify alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.

b. **Payee's Name and Address.** Show the name of the Payee as it appears in the contract and its correct address. If the Payee assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Payee shall require as a condition of any such assignment, that the assignee shall register separately in the Central Contractor Registration (CCR) database at <http://www.ccr.gov> and shall be paid by EFT in accordance with the terms of this contract. See Federal Acquisition Regulation 52.232-33(g) Payment by Electronic Funds Transfer - Central Contractor Registration (October 2003).

c. **Contract Number.** Insert the NRC contract number.  
**Task Order No.** Insert the task order number (if applicable).

d. **Voucher/Invoice.** The appropriate sequential number of the voucher/invoice, beginning with 001 should be designated. Contractors may also include an individual internal accounting number, if desired, in addition to the 3-digit sequential number.

e. **Date of Voucher/Invoice.** Insert the date the voucher/invoice is prepared.

f. **Billing period.** Insert the beginning and ending dates (day, month, year) of the period during which costs were incurred and for which reimbursement is claimed.

g. **Direct Costs -** Insert the amount billed for the following cost elements, adjustments, suspensions, and total amounts, for both the current billing period and for the cumulative period (from contract inception to end date of this billing period).

(1) **Direct Labor.** This consists of salaries and wages paid (or accrued) for direct performance of the contract itemized as follows:

<u>Labor</u>	<u>Hrs.</u>			<u>Cumulative</u>
<u>Category</u>	<u>Billed</u>	<u>Rate</u>	<u>Total</u>	<u>Hrs.Billed</u>

(2) **Fringe Benefits.** This represents fringe benefits applicable to direct labor and billed as a direct cost. Where a rate is used indicate the rate. Fringe benefits included in direct labor or in other indirect cost pools should not be identified here.

(3) **Capitalized Non Expendable Equipment.** List each item costing \$50,000 or more and having a life expectancy of more than one year. List only those items of equipment for which reimbursement is requested. For each such item, list the following (as applicable): (a) the item number for the specific piece of equipment listed in the property schedule of the contract; or (b) the Contracting Officer's approval letter if the equipment is not covered by the property schedule.

(4) **Non-capitalized Equipment, Materials, and Supplies.** These are equipment other than that described in (3) above, plus consumable materials, supplies. List by category. List items valued at \$500 or more separately. Provide the item number for each piece of equipment valued at \$500 or more.

- (5) Premium Pay. This enumeration in excess of the basic hourly rate. (Requires written approval of the Contracting Officer.)
- (6) Consultants. The supporting information must include the name, hourly or daily rate of the consultant, and reference the NRC approval (if not specifically approved in the original contract).
- (7) Travel. Total costs associated with each trip must be shown in the following format:

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

- (8) Subcontracts. Include separate detailed breakdown of all costs paid to approved subcontractors during the billing period.
- (9) Other Costs. List all other direct costs by cost element and dollar amount separately.

- h. Indirect Costs (Overhead and General and Administrative Expense). Cite the formula (rate and base) in effect in accordance with the terms of the contract, during the time the costs were incurred and for which reimbursement is claimed.
- i. Fixed Fee. If the contract provides for a fixed fee, it must be claimed as provided for by the contract. Cite the formula or method of computation. Include this information as it applies to individual task orders as well. The contractor may bill for fixed fee only up to 85% of total fee.
- j. Total Amount Billed. Insert the total amounts claimed for the current and cumulative periods.
- k. Adjustments. For cumulative amount, include outstanding suspensions.
- l. Grand Totals.

Further itemization of vouchers/invoices shall only be required for items having specific limitations set forth in the contract.

**3. Sample Voucher Information**

This voucher represents reimbursable costs for the billing period for the billing period from \_\_\_through\_\_.

		<u>Amount Billed</u>	
(a) <u>Direct Costs</u>		<u>Current Period</u>	<u>Cumulative</u>
(1) Direct labor*.....			
(2) Fringe benefits			
(    %, if computed as percentage).....			
(3) Capitalized nonexpendable equipment (\$50,000 or more - see instructions)*.....			
(4) Non-capitalized equipment, materials, and supplies.....			
(5) Premium pay (NRC approved overtime).....			
(6) Consultants*.....			
(7) Travel*.....			
(8) Subcontracts*.....			
(9) Other costs*.....			

**Total Direct Costs**

- (b) Indirect Costs  
 (A) Overhead \_\_\_ % of \_\_\_\_\_  
       (Indicate Base).....  
 (B) General & Administrative Expense  
       \_\_\_ % of Cost Elements Nos.  
       **Total Direct & Indirect Costs**
- (c) Fixed-Fee (Cite Formula):  
 (d) Total Amount Billed.....  
 (e) Adjustments.....  
 (f) Grand Totals.....  
 \* (Requires Supporting Information -- See Sample below)

**SAMPLE SUPPORTING INFORMATION**

1) Direct Labor - \$2400

Labor Category	Hours	Billed	Rate	Cumulative	
				Total	Hrs. Billed
Senior Engineer I	100		\$14.00	\$1400	975
Engineer	50		\$10.00	\$500	465
Computer Analyst	100		\$5.00	<u>\$500</u>	320
				<u>\$2400</u>	

3) Capitalized Non-Expendable Equipment

Prototype Spectrometer - Item number 1000-01 \$60,000

4) Non-capitalized Equipment, Materials, and Supplies

10 Radon tubes @ \$110.00 = \$1100.00  
 6 Pairs Electrostatic gloves @ \$150.00 = \$900.00  
 \$2000.00

5) Premium Pay

Walter Murphy - 10 hours @ \$10.00 Per Hour = \$100  
 (This was approved by NRC in letter dated 3/6/95).

6) Consultants' Fee

Dr. Carney - 1 hour @ \$100 = \$100

7) Travel

Start Date	Destination	Costs
3/1/89	Wash., DC	\$200

**FEE RECOVERY BILLING REPORT**

**FIN:**

**Facility Name or Report Title:**

**TAC or Inspection Report Number:  
(or other unique identifier)**

**Docket Number (if applicable):**

<b>Cost Categories</b>	<b>Period Amt.</b>	<b>Period Cost Incurred</b>	<b>Fiscal Year To Date Costs</b>	<b>Total Cumulative Costs</b>
------------------------	--------------------	---------------------------------	--------------------------------------	-----------------------------------

**Labor**

**Materials**

**Subcontractor/  
Consultant**

**Travel**

**Other (specify)**

**Common Costs**

**Total**

**Remarks:**

U.S. NUCLEAR REGULATORY COMMISSION

**DIRECTIVE TRANSMITTAL**

TN: DT-04-13

**To:** NRC Management Directives Custodians

**Subject:** Elimination of Management Directive 3.8, "Unclassified Contractor and Grantee Publications in the NUREG Series"

**Purpose:** Management Directive (MD) 3.8 is being superseded by MD 3.7. Upon issuance of MD 3.7, MD 3.8 is eliminated.

**Note:** Please remove *material* under Tab 3.8 and discard. Do not remove Tab 3.8; it must remain in place as a reserved number.

**Office of Origin:** Office of the Chief Information Officer

**Contact:** Juanita Beeson, 301-415-7174

**Date Approved:** July 9, 1995 (Revised: August 17, 2004)

**Volume:** 3 Information Management

**Part:** 1 Publications, Mail, and Information Disclosure

**Directive:** 3.8 [RESERVED]

**Availability:** NONE

# **NUREG-Series Publications**

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## **Handbook**

**3.7**

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**NUREG-Series Publications**  
**Handbook 3.7**

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**Purpose**

This handbook presents roles and responsibilities and specifies procedures for preparing manuscripts to be published in the NUREG series. Part 1 presents procedural roles and responsibilities for NRC staff other than those specified in Directive 3.7. Part 2 presents general procedures common to manuscripts either prepared by the NRC staff or NRC contractors, grantees, or other holders of a legal instrument that requires as a deliverable a manuscript for publication in the NUREG series. Part 3 presents procedures applicable only to manuscripts prepared by the staff. Part 4 presents procedures applicable only to manuscripts prepared by holders of a legal instrument requiring a manuscript. Although financial assistance instruments (grants and cooperative agreements) do not usually anticipate the development of manuscripts for publication in the NUREG series, they may include such development. See also Management Directive 11.6, "Financial Assistance Program," for additional information affecting grantees and cooperative agreement recipients.

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**Handbook 3.7 Part 1**

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**Part 1**  
**Procedural Roles and**  
**Responsibilities for NRC Staff**

The procedural roles and responsibilities in this part are related to responsibilities that office directors (ODs) and regional administrators (RAs) oversee and exercise, which are generally addressed in Directive 3.7.

**Office Directors and Regional Administrators**

ODs and RAs perform the following functions:

- Ensure that those staff who write the following manuscripts for publication in the NUREG series see that they receive technical editing unless otherwise directed by the Office of the Executive Director for Operations (OEDO):
  - Overviews of information directed toward public outreach (e.g., “Regulating Nuclear Fuel,” “Public Involvement in the Nuclear Regulatory Process,” and “Nuclear Research Programs To Ensure Public Health and Safety”)
  - Standard review plans
  - Safety evaluation reports
  - Environmental impact statements
  - Regulatory analyses
  - Legislative and congressional reports (e.g., “Abnormal Occurrence Report”)
- Ensure that Project Officers under their purview responsible for a contract, grant, or other governing legal instrument that requires as a deliverable a manuscript to be published in the NUREG series works with the Division of Contracts, Office of Administration, to include in the statement of work for the governing legal instrument the appropriate terms and conditions governing publications.

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**Director, Division of Contracts (DC),  
Office of Administration (ADM)**

Ensures that any request for a procurement action presented to DC that involves a contract, grant, or other governing legal instrument that requires as a deliverable a manuscript for publication in the NUREG series includes the following in the statement of work:

- The appropriate terms and conditions governing publications, including the technical editing of each manuscript submitted to NRC for publication, and
- A requirement to comply with this directive and handbook and the following documents to be found in the Agencywide Documents Access and Management System (ADAMS) or furnished by the NRC Project Officer overseeing the governing legal instrument;
  - Management Directive (MD) 3.11, "Conference Proceedings";
  - MD 3.13, "Printing";
  - NUREG-1379, "NRC Editorial Style Guide"; and
  - NUREG-0650, "Publishing Documents in the NUREG Series."

**Director, Information and Records  
Services Division (IRSD), Office of the  
Chief Information Officer (OCIO)**

Manages the NUREG-Series Publications Program and does the following:

- Centrally manages publication of all manuscripts in the NUREG series, consulting with the CIO, OEDO, RAs, ODs, and division directors.
- Produces all publications consistent with the agency's mission and the Government Printing and Binding Regulations issued by the Joint Committee on Printing of the Congress of the United States (see also MD 3.13, "Printing").

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### **NUREG-Series Publications**

#### **Handbook 3.7 Part 1**

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- Establishes and appropriately administers an agency publication designator system, placing on each manuscript a registered agency designator in the NUREG series when preparing the cover, title page, and spine.
- Responds to questions about the publication process from office and regional staff and Project Officers responsible for writing a manuscript or for overseeing a manuscript prepared by a contractor, a grantee, or other nonprofit organization or another agency, DOE national laboratory, or foreign country.
- Ensures that IRSD staff identify any manuscript requesting information from a stakeholder outside NRC and that it bears an appropriate OMB approval number.
- Provides technical editing services that are begun in an intake interview with the author to jointly determine the extent of the technical edit and are followed by collaboration with the author to improve the quality, clarity, and consistency of manuscripts by applying any or all of the following techniques:
  - Organizing the message into a coherent and logical flow of ideas;
  - Correcting syntax, grammar, spelling, and punctuation;
  - Ensuring consistent use of terms, acronyms, abbreviations, and symbols;
  - Simplifying overly complex sentences (sentences that contain too many ideas);
  - Correcting disagreement of the subject and verb and faulty parallelisms;
  - Eliminating ambiguities, redundancy (wordiness), and overuse of the passive voice;
  - Verifying the consistency of equations;
  - Verifying the consistency and clarity of tables and figures and redesigning them (as required) to improve their visual effectiveness; and
  - Verifying the accuracy of references and cross-references and the consistency of text, figure, and table headings with the table of contents.
- Performs a quality assurance review of the final copy of a manuscript to ensure that—

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- It contains no classified or sensitive unclassified information and is consistent with COMSECY-02-0015, "Withholding Sensitive Homeland Security Information From the Public," dated April 2, 2002.
- It contains no information that would violate copyright or patent rights.
- It complies with the publishing guidance in the latest revision of NUREG-0650.
- It lists only references available to the public.
- The requested distribution for the publication includes—
  - up to 50 copies for a contractor, a grantee, or other nonprofit organization that prepared a manuscript;
  - the number of copies specified in the agreement for an organization (such as the Government Printing Office (GPO), the National Technical Information Service (NTIS), the DOE, or a foreign state or organization with which NRC has an interagency or international agreement or a memorandum of understanding) and other recipients as appropriate.
- The form authorizing publication of a manuscript (NRC Form 426; available on NRC's internal and external Web sites) is complete and bears the signatures of—
  - a member of the Records and FOIA/Privacy Services Branch (RF/PSB), IRSD, OCIO, to ensure that any manuscript requesting information from a stakeholder outside NRC has received review and approval by the Office of Management and Budget (OMB) (Line 5.1);
  - the NRC patent counsel, if applicable (Line 5.2);
  - a contractor, a grantee, or other nonprofit organization, if applicable (Line 5.3);
  - the Project Officer (Line 5.4);
  - a member of the Office of Public Affairs (OPA) if the manuscript is directed toward public outreach (Line 5.5); and

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- the appropriate official authorizing publication (Line 5.6).
- The form containing bibliographic information (NRC Form 335; available on NRC's internal and external Web sites) is complete and complies with instructions for completion.
- Manuscripts for books receive peer review (defined in the Glossary) before their publication.
- Submits each publication to the OCIO's Document Processing Center for entry as an official agency record in the Agencywide Documents Access and Management System (ADAMS).
- Ensures that each publication, except those publications intended only for staff use, is made public through ADAMS, the external or internal Web site, GPO, and NTIS, as required by Federal law, interagency agreements, memoranda of understanding, international agreements, or NRC policy.
- Ensures that no classified or sensitive unclassified information is published.
- Ensures that manuscripts contain only guidance, that is, neither contain nor imply, legally binding regulatory requirements, which are stated only in laws, NRC regulations, licenses (including technical specifications), or orders.

**Office or Regional Publishing  
Authorizing Officials**

Office or regional publishing authorizing officials conduct the following activities before authorizing a manuscript to be published:

- Assess the need for any proposed publication with other offices and regions that may have an interest or a program responsibility for any activity or topic discussed in the draft to avoid duplication of any existing material.
- Ensure that any manuscript containing content specified herein under Part 1, "Procedural Roles and Responsibilities for NRC Staff," "Office Directors and Regional Administrators," received technical editing as specified herein and complies with NUREG-1379 (see also Section 2.6.1 of Part 2 of this handbook).

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- Ensure that the manuscript contains no classified or sensitive unclassified information and is consistent with COMSECY-02-0015, "Withholding Sensitive Homeland Security Information From the Public," dated April 2, 2002.
- Ensure that the manuscript contains only guidance, that is, neither contains nor implies, legally binding regulatory requirements, which are stated only in laws, NRC regulations, licenses (including technical specifications), or orders.
- Ensure that each manuscript is technically accurate and contains current organizational policy, positions, and information.
- Ensure that the manuscript is consistent with both agency and program policy and goals.
- Ensure that the manuscript violates no copyright or patent rights, consulting first with the IRSD staff, and then with OGC, if necessary.
- Ensure that the manuscript does not compromise any rights in an interagency or international agreement or memorandum of understanding.
- Ensure that the manuscript complies with NRC's Plain Language and Editorial Guidelines specified in Section 2.6.1 of Part 2.
- Ensure that the manuscript complies with all applicable documents in the reference section of this MD.
- Ensure that a manuscript requesting information from stakeholders outside the NRC bears an OMB approval number.
- Ensure that if their office originates a manuscript directed toward public outreach, the staff has the OPA review the manuscript before submitting it to the Director of Communications for authorization to publish.
- Evaluate merits of book proposals from NRC staff to ensure that the proposed book has a unique technical purpose, serves an industry-wide need, and that its contents will be broadly valid and applicable for at least 5 years after publication.
- Ensure that the Project Officer completed the requisite forms (NRC Forms 426 and 335) before submitting the manuscript to the IRSD staff for publication.

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**Part 2**  
**General Procedures**

**2.1 Information Published in the NUREG Series**

No classified or sensitive unclassified information is published in the series, and the information published in the series is not legally binding. The NRC staff may suggest a course of action in a publication, but the regulated community may use other approaches to satisfy a regulatory requirement. No regulatory requirements may be stated or implied in a NUREG-series publication. Requirements are stated only in laws, NRC regulations, licenses (including technical specifications), or orders.

Appropriate content for a publication in the NUREG series includes—

- Public outreach information
- Support for regulatory and licensing decisions
- Results of technical analyses and research
- Action plans and guidance for meeting NRC requirements
- Resolution of generic technical issues
- A team report on a specific topic
- Proceedings of a conference or a workshop
- Managerial, budgetary, and administrative plans and analyses
- General programmatic information
- Guidance and instructions for employees

**2.2 Identifying Publications**

**2.2.1 Formulating Designators**

NRC uses a system consistent with American National Standards Institute/National Information Standards Organization (ANSI/NISO) Z39.23-1997, "Standard Technical Report Number Format and Creation," that governs formation of designators for technical reports. The standard recommends two essential elements:

1. The **Report Code** designates the issuing organization or corporate entity.
2. The **Sequential Group** in a designator may contain three parts:
  - The four digits of the year of publication

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- A sequential Arabic number
- Uppercase alphabetic characters and Arabic numbers pertaining to volumes, supplements, revision, drafts, and so on.

The central authority that coordinates and monitors the **alpha part** of the alphanumeric designator for use on an organization's technical reports is currently the National Technical Information Service. Because the obvious "NRC" was used by another organization, NRC registered "NUREG," stemming from NUclear REGulatory.

NRC now designates its formal publications using the format NUREG-x-year, where x is a sequential Arabic number. For example, a designator for the first NRC publication issued in 2005 would be NUREG-1-2005, while a designator for the twelfth publication issued in the same year would be NUREG-12-2005.

NUREG plus its sequential number are the permanent parts of the designator, giving it a permanence that would not change. Using this system, reports issued annually would retain their original sequential number, while only the year would change. For example, an annual report once assigned NUREG-1, would retain that designator for each subsequent year it was issued, making a volume number unnecessary.

Volumes would now refer to a single publication issued in two or more parts and would be identified, for example, as NUREG-15-2005, Vol. 1 or Vol. 2.

The Information and Records Services Division (IRSD), Office of the Chief Information Officer (OCIO), assigns the designators at the end of the preparation process (see Section 2.2.2 of this part).

### **2.2.2 Assigning Designators**

NRC assigns a unique designator to a manuscript when it is ready for printing, that is, at the end of the preparation process. When OCIO's IRSD staff receives a manuscript authorized for publication, the staff performs a quality assurance review to ensure that it meets NRC's minimum publishing standards (see the latest version of NUREG-0650 and MDs 3.11 and 3.13). After completing this review, the IRSD staff assigns it a NUREG-series designator, placing it on the cover, title page, and spine, as the staff prepares the document for printing.

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At this point, the IRSD staff sends the preparer the designator for the publication. While a manuscript is being developed, simply refer to the manuscript by its draft title when referencing it in other documents.

### **2.3 Availability Notices and Disclaimers**

The IRSD Publishing and Distribution Services Branch (PDSB) staff inserts and publishes on the inside front cover of its publications an availability notice containing information about obtaining publications in the NUREG series. The staff also inserts and publishes on the inside front cover an appropriate disclaimer approved by the Office of the General Counsel for any publication that is prepared by a holder of a legal instrument requiring as a deliverable a manuscript for publication in the NUREG series or in accordance with an international agreement.

See also Section 2.6.2.2 herein concerning nonprofit organizations as publishers of books funded by the NRC.

### **2.4 Dates**

On each publication, the IRSD staff places the month and year a manuscript is published on the spine and the following two dates on the title page:

1. The month and year the manuscript is completed and
2. The month and year it is published.

### **2.5 Publications as Official Agency Records**

When a publication has been released for distribution, the IRSD staff submits a printed copy of the publication to the OCIO's Document Processing Center for entry as an official agency record in the Agencywide Documents Access and Management System (ADAMS). All publications are made publicly available in ADAMS except those intended only for staff use, such as "Renting Smart: Car Rental Facts for the NRC Traveler." However, all NUREG-series publications are available to the public if requested by the public.

### **2.6 Manuscripts**

The staff follows the procedures specified in Part 1 of this handbook, if applicable, and in Parts 2 and 3, while a contractor, a grantee, or other holder of a legal instrument

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requiring as a deliverable a manuscript for publication in the series follows the procedures in Part 4. All manuscripts must meet the NRC's Plain Language and Editorial Guidelines specified in Section 2.6.1. The information in Sections 2.6.2 through 2.6.5 applies to manuscripts for books, conference proceedings, international agreement reports, and manuscripts prepared under a grant.

## **2.6.1 NRC'S Plain Language and Editorial Guidelines**

### **2.6.1.1 Plain Language**

Numerous sources of information for complying with Federal Guidelines for Plain Language are available at <http://www.plainlanguage.gov/>. See especially the Security and Exchange Commission's (SEC's) "A Plain English Handbook: How to Create Clear SEC Disclosure Documents" in the Reference Library at the SEC's Web site. (See also NRC's Plain Language Plan at <http://www.internal.nrc.gov/NRC/PLAIN/>.) The following tips may prove useful for attaining plain language in a manuscript.

To achieve consistency with **NRC's Plain Language Guidelines** for NUREG-series manuscripts—

- Present complex information clearly in lay terms.
- Eliminate jargon.
- Limit use of defined technical terms.
- Use as few acronyms as possible.
- Plan the scope of the publication, presenting only information needed for the stated purpose.
- Use words economically to achieve conciseness.
- Eliminate any redundancy.
- Present general information before specific information.
- Use the active voice whenever possible (e.g., "NRC conducts inspections" rather than "Inspections are conducted by the NRC").
- Use verbs rather than hiding verbs in nouns (e.g., "The staff will implement the directive by August 30" rather than "The staff is to complete implementation of the directive by August 30.").

To make each page more appealing and easier to understand, a part of Plain Language, do the following—

- Intersperse dense text with headings.
- Use lots of white space on a page.

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### **2.6.1.2 Technical Editing**

Make your publication manuscripts consistent with the guidelines in the latest version of the "NRC Editorial Style Guide" (NUREG-1379). Ensure that those manuscripts edited receive the type of technical editing specified in Part 1. The editorial requirements for a holder of a legal instrument requiring as a deliverable a manuscript for publication are specified under the responsibilities of the DC, ADM, in Part 1 and in Part 4 of this handbook. Those for the NRC staff are specified under Part 1, "Procedural Roles and Responsibilities for NRC Staff," "Office Directors and Regional Administrators," and Part 3, "Procedures for Manuscripts Prepared by the Staff," of this handbook.

### **2.6.2 Book Manuscripts**

Books are usually published in a 6- by 9-inch format of more durable materials than other publications in the NUREG series (i.e., case-bound or a hardback) but may also be issued in paperback. Consult the IRSD staff before beginning a book (defined in the Glossary).

A nonprofit organization or NRC may publish a book. All books funded by NRC undergo stringent peer review.

#### **2.6.2.1 NRC as Publisher**

If NRC both prepares and publishes a book, it bears a NUREG-series designator. The staff must not only follow all the guidelines given for other publications in preparing the manuscript but must also arrange for peer review. (See Section 2.6.2.3 of this part.)

#### **2.6.2.2 Nonprofit Organization as Publisher**

NRC may arrange to have a book manuscript published by a nonprofit organization even though NRC funds the time to write and edit the book manuscript. However, the Joint Committee on Printing has to authorize such an arrangement.

If a nonprofit organization publishes the NRC-funded book, it may not bear an NRC NUREG-series designator. The publisher assumes all costs for publishing, marketing, and distributing the book. Any royalties for the book are returned to the Treasury of the United States through NRC. As with other NRC publications, copies are sent to the GPO for optional selection by the Depository Library Program.

### **2.6.2.3 Peer Review**

A reviewer is an expert in the subject matter covered by a book manuscript but independent of the work leading to the manuscript. Reviewers critically evaluate the technical content of a manuscript to judge whether the author successfully accomplished the intended purpose and the facts are accurate to the best of the reviewer's knowledge. Reviewers may be from within or outside NRC. They may come from academia, national laboratories, professional societies, corporations, or other Federal agencies. The NRC office sponsoring the book selects the reviewers and may select only one reviewer per organization.

When selecting reviewers, screen them for demonstrated competence and achievement in a specific discipline, such as the quality of research accomplished, published articles in journals, and honors received. Select reviewers having no appearance of or real conflict of interest, that is, those who could not profit financially by influencing whether the information is published. In the case of NRC, selecting a licensee, a licensee consultant, or an expert from an intervenor group as a peer reviewer would not be appropriate.

### **2.6.3 Conference Proceedings Manuscripts**

For information about preparing a proceedings for a conference or workshop, refer to the latest version of MD 3.11, "Conferences and Conference Proceedings."

### **2.6.4 Grants**

NRC sometimes funds grants for educational and nonprofit institutions, State, and local governments, and professional societies for the expansion, exchange, and transfer of knowledge and ideas. 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 grant."

#### **2.6.4.1 Publications**

NRC or the grantee may publish the results of the award. Each grant specifies any publication requirements of the award.

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If the grantee publishes the results, the grantee grants to the Government a royalty-free, nonexclusive, irrevocable license to reproduce, translate, publish, and use the published results. The grantee also must dispose of all material for which a copyright could be obtained that the grantee produced or composed under the grant.

**2.6.4.2 Journal Articles**

If the grantee prepares an article to be published in a journal under the grant, the grantee follows the procedures in MD 3.9, "NRC Staff and Contractor Speeches, Papers, and Journal Articles on Regulatory and Technical Subjects."

**2.6.5 International Agreement Publication Manuscripts**

NRC has cooperative nuclear safety research programs governed by agreements with foreign governments and organizations. These agreements include monetary contributions, exchange of information, and comments on program plans and results. The agreements allow for transmitting technical information that is not classified or sensitive unclassified from foreign participants to NRC for publication in the NUREG series. The interests of all international program participants are best served by formal dissemination of information acquired or developed in these programs as publications. Prepare these reports consistent with the general procedures for other manuscripts indicated in Parts 2 and 3 of this handbook.

**Part 3**  
**Procedures for Manuscripts Prepared by the Staff**

The organization and components of NRC publications will vary, depending on their purpose and scope. Before beginning a manuscript, the author needs to answer the following questions (see also Section 3, "Planning Your Document," and Section 4, "General Format and Content," of NUREG-0650 and Part 2, "General Procedures," of this handbook):

- Who is my primary audience?
- What is the purpose of the manuscript?
- What is its scope?
- Will it become a draft publication issued for public comment?
- Are all the references available to the public?
- Will it include information that is copyrighted or patented?
- Has it been reviewed to ensure that it contains no classified or sensitive unclassified information?
- Has a Records and FOIA/Privacy Services Branch Reviewer reviewed the manuscript for Information Collections from stakeholders outside NRC (in accordance with the Paperwork Reduction Act) and signed Block 5.1 on NRC Form 426 (available on NRC's internal and external Web sites) attesting to the completed review?
- Will it contain a glossary?
- Does my manuscript comply with NRC's Plain Language and Editorial Guidelines specified in Section 2.6.1 of this handbook?
- Will it contain measurement and weight values?
- Will it require the services of the Information and Records Services Division (IRSD), such as editing or graphics support?
- Will it require or be enhanced by the use of color photographs or figures?
- Will it require a specially designed cover rather than the standard NRC cover?
- Will this publication be one in a series of publications?
- In what media will my publication be distributed? Paper? Compact disk?
- How long will printing and distribution take?
- Does publication of my manuscript require completed forms?
- Is my schedule for producing and publishing the manuscript realistic?
- How can I disseminate sensitive unclassified information?
- What are the criteria for posting a publication to the external or internal Web site?

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**Who is my primary audience? What is the purpose of the manuscript? What is its scope?**

Consider whether your publication will have to be understood by a technical expert, a technician, a nontechnical audience, or a combination of these. The way in which you present your topic depends on whether you are presenting analyses and results of research, general information, instructions, and so forth. Decide what measure of available information should be included (the scope of your manuscript). One good way to accomplish this goal is to begin with an outline of all possible ideas you may want to include and then refine the outline.

**Will it become a draft publication issued for public comment?**

NRC frequently issues draft publications for comment. Some types of draft publications include licensing documents, such as standard review plans, environmental impact statements, safety evaluation reports, technical evaluation reports, and standard technical specifications. After the staff considers the comments received, they usually revise the draft, as deemed appropriate, and publish a final version. See **Public Involvement, Documents for Comment**, on NRC's external Web site.

**Are all the references available to the public?**

The public must be able to access all references listed in a publication. Do not discuss in the text or include in the list of references an Institute of Nuclear Power Operations (INPO) document without prior approval from INPO. Attach any such INPO approval to NRC Form 426, the authorization to publish a manuscript. Authors may create a separate list of references for proprietary versions of a document if the public can obtain a nonproprietary version (see Section 4.2.4 of NUREG-0650). Proprietary versions may contain trade secrets or confidential research; or development, commercial, or financial information.

**Will it include information that is copyrighted or patented?**

The staff preparing a manuscript determines whether it contains information that may be copyrighted or patented. Contact the Office of the General Counsel if you have a copyright or patent question. Obtain permission from the copyright holder before using copyrighted material in a manuscript and attach such permission to NRC Form 426 (see also Section 3.8 of NUREG-0650).

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**Has it been reviewed to ensure that it contains no classified or sensitive unclassified information?**

The staff preparing a manuscript ensures by signing NRC Form 426 that it contains no classified or sensitive unclassified information and, if uncertain about the sensitivity of any content, contacts the Office of Nuclear Security and Incident Response. The staff also ensures by its signature on this form that the manuscript is consistent with COMSECY-02-0015, "Withholding Sensitive Homeland Security Information From the Public," dated April 2, 2002, available at <http://www.nrc.gov/reading-rm/doc-collections/commission/comm-secy/2002/>.

**Will it contain a glossary?**

Glossary terms in a publication must be consistent with those in the glossary on NRC's external Web site. If you create a glossary for the manuscript, use the definitions in NRC's external Web site Glossary unless you disagree with them. Send any conflicting definition for a term to the Web Staff Editor to resolve with the Glossary Team. The editor will include you in the resolution process. In addition, send any terms in your glossary not found in the Web Glossary to the Web Staff Editor to add to the Web Glossary.

**Does my manuscript comply with NRC's Plain Language and Editorial Guidelines specified in Section 2.6.1?**

Review your manuscript to ensure that it is consistent with the guidelines in Section 2.6.1 of this handbook. See also Part 1, "Procedural Roles and Responsibilities for NRC Staff," "Office Directors and Regional Administrators," of this handbook to ensure that the publication manuscripts listed received technical editing as specified in Part 1.

**Will it contain measurement and weight values?**

If "Yes," according to NRC's Policy Statement "Conversion to the Metric System" (57 FR 46202, 10/07/92), ensure that measurement and weight values are converted to the International System of Units, followed by the English units in brackets except that "documents specific to a licensee...will be in the system of units employed by the licensee."

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**Will it require IRSD services such as editing or graphics support?**

Contact the Chief of the Publishing and Distribution Services Branch (PDSB), IRSD, for complete information about publishing services and service levels (i.e., what support the staff can offer in a given amount of time). See service levels, available at <http://www.internal.nrc.gov/OCIO/PSB/SERVICE/editorial.pdf>. After preliminary reviews within the author's office are complete, the author initiates an intake interview with an editor if the manuscript is the type of manuscript listed in the first bullet under "Office Directors and Regional Administrators" of Part 1. Work with the editor to decide on the figures you will be using and request graphics support. Sometimes the graphics staff can produce figures while the document is being edited. If the graphics staff will be laying out the entire manuscript, have any editing completed before they begin in order to expedite overall publication production. See also Part 1, "Procedural Roles and Responsibilities for NRC Staff," "Office Directors and Regional Administrators," Section 2.6.1.2 of this handbook, and the response to "Is my schedule for producing and publishing this manuscript realistic?" in this part.

**Will it require or be enhanced by the use of color photographs or figures? Will it require a specially designed cover rather than the standard NRC cover?**

Although printing in color is sometimes necessary (e.g., to show rust or degradation of a reactor component) or desirable (e.g., to promote the agency goal of ensuring openness in our regulatory mission), printing in color is considerably more expensive than printing in black and white. Printing in color is often appropriate for public outreach publications. Publishing color documents on compact disks is less expensive than printing paper documents in color. Request permission to use color in the planning stage from the Chief of PDSB, IRSD, to see if funds are available or if another option could serve the same purpose. (See also Management Directive (MD) 3.13, "Printing," for more specific information.)

**Has a Records and FOIA/Privacy Services Branch Reviewer reviewed the manuscript for Information Collections from stakeholders outside NRC (in accordance with the Paperwork Reduction Act) and signed Block 5.1 on NRC Form 426 attesting to the completed review?**

Submit a copy of your manuscript to the Records and FOIA/Privacy Services Branch for review and approval before submitting the final manuscript to IRSD for publishing. This review and approval ensures that either NRC has obtained Office of Management and Budget (OMB) approval to request information from stakeholders outside NRC or

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that the manuscript contains no information collections. Ask the reviewer to sign Block 5.1 on NRC Form 426 attesting to the results of the completed review.

**Will this publication be one in a series of publications?**

If the manuscript is one in a series of ongoing publications, prepare a list of all previous publications in the series, including each publication's designator and issuance date. The list can span more than a single page and would be placed after the title page (see Table 4.1 in NUREG-0650). An example of such a series is the NUREG-1556 series concerning materials licensees (see on the external Web site the **Electronic Reading Room, Collections of Documents by Type, then NUREG-Series Publications**).

**In what media will my publication be distributed? Paper? Compact disk?**

Discuss printing and distribution of your publication with the Chief of PDSB before you begin. After a manuscript is printed in paper, compact disk, or a combination of these media, NRC enters each NUREG-series publication in the Agencywide Documents Access and Management System (ADAMS) and declares it an official record. All publications are made publicly available in ADAMS, except those intended only for staff use. However, all NUREG-series publications are available to the public and are posted to either the internal or the external Web site.

**How long will printing and distribution take?**

After a manuscript has undergone a quality assurance review by the IRSD staff, printing and distribution of an average size (i.e., 150 to 200 pages) and black-and-white or two-color (e.g., blue and white) manuscript typically takes 10 to 12 workdays. Printing of color manuscripts varies. Consult the Chief of PDSB for more specific information and see the PDSB printing staff service levels.

**Does publication of my manuscript require completed forms?**

Yes. NRC requires two completed forms to publish a manuscript: NRC Form 426, "Authorization To Publish a Manuscript in the NUREG Series," and NRC Form 335, "Bibliographic Data Sheet." Both forms are available on NRC's internal and external Web sites.

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- **NRC Form 426.** Answer the questions and obtain the signatures required to authorize publication of your manuscript. Instructions for completing the form are on page 2 of the form.
- **NRC Form 335.** Place an abstract of 200 or fewer words in Block 11 of the form and complete all other blocks except 13 through 16 (see NUREG-0650). Concisely summarize the contents of your manuscript in the abstract so that a reader can determine whether to read the entire report. Omit details and numerical references in the abstract to the extent possible.

#### **Is my schedule for producing and publishing the manuscript realistic?**

The author should factor into the schedule for publishing a manuscript the time needed to—

- write and revise;
- resolve and incorporate comments from reviewers;
- obtain any IRSD services;
- complete forms; and
- obtain review and signatures authorizing publication.

IRSD, OCIO, offers services to help in preparing a manuscript:

- Professional technical editing
- Graphics services
- Quality assurance review of manuscripts
- Reproduction and distribution
- Publishing: printing and posting on the Intranet or Internet
- Declaring the publication an official agency record in ADAMS

For each service offered, OCIO has service levels to help you plan the production and publication of your manuscript. These levels are available on the internal Web site at <http://www.internal.nrc.gov/OCIO/PSB/SERVICE/index.html>.

#### **How can I disseminate sensitive unclassified information?**

IRSD can design appropriate first pages for or reproduce for the staff appropriately marked sensitive unclassified information for dissemination to those with a "need to know" but does not publish such information in the NUREG series. To disseminate such

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material to those with a "need to know," contact the Office of Nuclear Security and Incident Response, and consult MDs 12.2 and 12.6.

Contact the Chief of PDSB to obtain one or more of these services or to be directed to the Web staff for Intranet or Internet publishing. If the originator is preparing the manuscript without using IRSD editing, composition, or graphics services, simply submit the manuscript with a signed authorization to print (NRC Form 426) and bibliographic data sheet (NRC Form 335) to the Chief of PDSB for review and publication.

**What are the criteria for posting a publication to the external or the internal Web site?**

After each publication is entered into ADAMS, IRSD posts it to either the internal or the external Web site. Generally, a publication is posted to the internal Web site if it serves a staff need. All others are posted to the external Web site (see also MD 3.14, "U.S. Nuclear Regulatory Commission External Web Site," concerning the external Web site). However, all NUREG-series publications are available to the public upon request.

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**Part 4**  
**Procedures for Manuscripts Prepared by a Contractor,  
A Grantee, or Other Holder of a Legal Instrument Governing  
Manuscripts for Publication in the NUREG Series**

A contractor, a grantee, or other holder of a governing legal instrument requiring as a deliverable a manuscript for publication in the NUREG series must meet the conditions and terms of the legal instrument and work with the NRC Project Officer to deliver the manuscript in accordance with the policy and procedures in this directive and handbook.

**4.1 Project Officer Responsibilities**

The NRC Project Officer overseeing a publication manuscript prepared by a contractor, a grantee, or other holder of a legal instrument performs the following tasks:

- Works with the Contracting Officer, Division of Contracts, ADM, to specify applicable publication requirements in the proposed statement of work for the governing legal instrument consistent with Section (3.7-038);
- Acts as liaison between the contractor, grantee or other holder of a legal instrument and the staff of the Publishing and Distribution Services Branch (PDSB), Information and Records Services Division (IRSD), OCIO;
- Submits any manuscript for publication in the NUREG series prepared by the holder of a legal instrument that requires a manuscript as a deliverable to the NRC Records and FOIA/Privacy Services Branch for review to ensure either that NRC has obtained an Office of Management and Budget (OMB) number authorizing NRC to request information from a stakeholder outside NRC or that the manuscript contains no such request and requests that the reviewer sign Block 5.1 on NRC Form 426 (available on NRC's internal and external Web sites) attesting to the results of the completed review.
- Responds to any questions from the organization preparing the publication, consulting with the Chief of PDSB or the PDSB staff as necessary;
- Assists the preparing organization in identifying who should receive copies of the publication;

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- Ensures that the contractor, grantee, or nonprofit organization receives 50 free copies of each publication produced in accordance with the Joint Committee on Printing's regulations, unless the preparer requests fewer copies;
- Approves the final manuscript before instructing the contractor, grantee, or other holder of a legal instrument to send the final manuscript to the PDSB staff for review and publication; and
- Works with the PDSB staff to have the manuscript published (i.e., reviewed; revised, as necessary; printed; and distributed).

**4.2 Responsibilities of Contractor, Grantee, or Other Holder of a Legal Instrument Governing Manuscripts for Publication in the NUREG Series**

**4.2.1 General Responsibilities**

When the procurement requires that a deliverable be developed as a manuscript for publication in the NUREG series, the contractor, grantee, or other holder of a legal instrument performs the following tasks:

- As specified in the governing legal instrument, prepares by the due date the number of manuscripts required as deliverables until the NRC deems a manuscript publishable;
- Revises each manuscript as necessary until NRC deems it publishable by the date due;
- Ensures that the final manuscript receives technical editing as specified in the statement of work in the governing legal instrument;
- Prepares manuscripts in accordance with the policy and guidance in this directive and handbook;
- Sends only a manuscript approved by the Project Officer to the PDSB staff for review and publishing;
- Refers all questions to the Project Officer, who may, in turn, contact the PDSB staff for information;

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- Prepares stick-on address labels for individuals designated to receive a copy of a publication who does not appear on one of NRC's automated distribution mailing lists;
- As discussed with the Project Officer, considers the guidance of Section 4.2.2 of this part when preparing a manuscript.

#### **4.2.2 Preparing the Manuscript**

The organization and components of NRC publications will vary, depending on their purpose and scope. Before beginning a manuscript, the author should answer the following questions (see also Section 3, "Planning Your Document," and Section 4, "General Format and Content," of NUREG-0650).

- Who is my primary audience?
- What is the purpose of the manuscript?
- What is its scope?
- Will it become a draft publication issued for public comment?
- Are all the references available to the public?
- Will it include information that is copyrighted or patented?
- Has it been reviewed to ensure that it contains no classified or sensitive unclassified information?
- Will it contain measurement and weight values?
- Will it contain a glossary?
- Does my manuscript comply with NRC's Plain Language and Editorial Guidelines specified in Section 2.6.1 of this handbook?
- Will it require or be enhanced by the use of color photographs or figures?
- Will it require a specially designed cover rather than the standard NRC cover?
- Will this publication be one in a series of publications?
- Is it consistent with all applicable NRC guidance furnished?
- Does publication of my manuscript require completed forms?

**Who is my primary audience? What is the purpose of the manuscript? What is its scope?**

Consider whether your publication will have to be understood by a technical expert, a technician, a nontechnical audience, or a combination of these. The way in which you present your topic depends on whether you are presenting analyses and results of research, general information, instructions, and so forth. Decide what measure of

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available information should be included (the scope of your manuscript). One good way to accomplish this goal is to begin with an outline of all possible ideas you may want to include and then refine the outline with your Project Officer.

**Will it become a draft publication issued for public comment?**

NRC frequently issues draft publications for comment. Some types of draft publications include licensing documents, such as environmental impact statements, or technical evaluation reports. After the preparer considers the comments received, and revises the draft, as deemed appropriate, NRC publishes a final version. See **Public Involvement, Documents for Comment**, on NRC's external Web site.

**Are all the references available to the public?**

The public must be able to access all references listed in a publication. Do not discuss in the text or include in the list of references an Institute of Nuclear Power Operations (INPO) document without prior approval from INPO. Attach any such INPO approval to NRC Form 426, the authorization to publish a manuscript. Authors may create a separate list of references for proprietary versions of a document if the public can obtain a nonproprietary version (see Section 4.2.4 of NUREG-0650). Proprietary versions may contain trade secrets or confidential research; or development, commercial, or financial information.

**Will it include information that is copyrighted or patented?**

If the preparer is uncertain whether the manuscript contains information that may be copyrighted or patented, consult the NRC Project Officer who may, in turn, contact NRC's Office of the General Counsel about copyright or patent questions. Obtain permission from the copyright holder before using copyrighted material in a manuscript and attach such permission to NRC Form 426 (see also Section 3.8 of NUREG-0650).

**Has it been reviewed to ensure that it contains no classified or sensitive unclassified information?**

The NRC Project Officer attests by signing NRC Form 426 that it contains no classified or sensitive unclassified information and, if uncertain about the sensitivity of any content, contacts the Office of Nuclear Security and Incident Response. The staff also ensures by its signature on this form that the manuscript is consistent with COMSECY-02-0015, "Withholding Sensitive Homeland Security Information From the

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Public," dated April 2, 2002, at <http://www.nrc.gov/reading-rm/doc-collections/commission/comm-secy/2002/>.

**Will it contain a glossary?**

Glossary terms in a publication must be consistent with those in the glossary on NRC's external Web site. If you create a glossary for the manuscript, use the definitions in NRC's external Web site Glossary unless you disagree with them. Send any conflicting definition for a term to the Project Officer who, in turn, will send the conflicting terms to the Web Staff Editor to resolve with the Glossary Team. The editor will include the Project Officer in the resolution process. In addition, send any terms in your glossary not found in the Web Glossary to the Project Officer, who, in turn, will send them to the Web Staff Editor to add to the Web Glossary.

**Does my manuscript comply with NRC's Plain Language and Editorial Guidelines specified in Section 2.6.1?**

Review your document to ensure that it is consistent with the guidelines in Section 2.6.1 of this handbook. Ensure that your manuscript received technical editing as specified in Part 1 of this handbook under responsibilities of the Director of DC, ADM.

**Will it require or be enhanced by the use of color photographs or figures? Will it require a specially designed cover rather than the standard NRC cover?**

Although printing in color is sometimes necessary (e.g., to show rust or degradation of a reactor component) or desirable (e.g., to promote the agency goal of ensuring openness about our regulatory mission), printing in color is considerably more expensive than printing in black and white. Publishing color documents electronically or on compact disks is less expensive than printing paper documents in color. Request permission to use color through your Project Officer in the planning stage to see if funds are available or if another option could serve the same purpose (see also Management Directive (MD) 3.13, "Printing").

**Will it contain measurement and weight values?**

If "Yes," according to NRC's Policy Statement "Conversion to the Metric System" (57 FR 46202, 10/07/92), ensure that measurement and weight values are converted to the International System of Units, followed by the English units in brackets except

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that "documents specific to a licensee...will be in the system of units employed by the licensee."

**Will this publication be one in a series of publications?**

If the manuscript is one in a series of ongoing publications, prepare a list of all previous publications in the series, including each publication's designator and issuance date. The list can span more than a single page and would be placed after the title page (see Table 4.1 in NUREG-0650). An example of such a series is the NUREG-1556 series concerning materials licensees (see on the external Web site the **Electronic Reading Room, Collections of Documents by Type, then NUREG-Series Publications**).

**Is it consistent with all applicable NRC guidance furnished?**

Before submitting your final manuscript to the Project Officer, ensure that it complies with this directive and handbook; NUREG-1379, "NRC Editorial Style Guide"; NUREG-0650, "Publishing Documents in the NUREG Series"; and, if applicable, MD 3.11, "Conferences and Conference Proceedings."

**Does publication of my manuscript require completed forms?**

Yes. NRC requires two completed forms to publish a manuscript, both available on NRC's internal and external Web sites: NRC Form 426, "Authorization To Publish a Manuscript in the NUREG Series," and NRC Form 335, "Bibliographic Data Sheet." Consult your NRC Project Officer about using these forms.

- **NRC Form 426.** Answer the questions, have your authorizing official sign, and send the completed form to your Project Officer to obtain the signatures required to authorize publication of your manuscript.
- **NRC Form 335.** Place an abstract of 200 or fewer words in Block 11 of the form and complete all other blocks except 13 through 16 (see NUREG-0650). Concisely summarize the contents of your manuscript in the abstract so that a reader can determine whether to read the entire report. Omit details and numerical references to the extent possible.

## **Glossary**

**Book.** A publication intended as a permanent reference (a textbook) or as a major critical review of a technical or regulatory topic. Its content should be applicable for at least 5 years after publication and may meet an industry-wide need.

**Classified information.** At NRC, material that meets the requirements for designation as Confidential, Secret, or Top Secret in accordance with an Executive Order (currently E.O. 12958, "Classified National Security Information," as amended, or the Atomic Energy Act of 1954, as amended. (See MD 12.2, "NRC Classified Information Security Program," for more information.)

**Manuscripts directed toward public outreach.** Manuscripts that contain general regulatory information about NRC or general technical information about a specific topic, which are often prepared by the Office of Public Affairs (e.g., "NRC: Regulator of Nuclear Safety" (NUREG/BR-0164), the "Public Petition Process" (NUREG/BR-0200), the "Citizen's Guide to U.S. Nuclear Regulatory Commission Information" (NUREG/BR-0010), and "Regulating Nuclear Fuel" (NUREG/BR-0280).

**NUREG-series publication.** Nonsensitive information related to NRC's mission that does not contain regulatory requirements and is published in a formal agency series to ensure the "dissemination to the public of scientific and technical information relating to atomic energy..." as mandated by the Atomic Energy Act of 1954, as amended. Each publication bears an agency designator (NUREG-number-year).

**Peer review.** Critical evaluation of the technical content of a book manuscript by independent experts to judge whether the author successfully accomplished the intended purpose. The independent experts must not be able to profit financially by influencing whether the information is published and could have no appearance of conflict of interest, such as, in the case of NRC, a licensee.

**Glossary** (continued)

**Project Officer.** The member of the NRC staff responsible for overseeing the legal instrument that requires as a deliverable a manuscript to be published in the NUREG series.

**Sensitive unclassified information.** This information includes unclassified Safeguards Information (SGI), Official Use Only information, and Proprietary information. It also includes unclassified information from other Government agencies and sources outside of NRC and its contractors and licensees that requires special protective measures. Markings used by these agencies and sources include, for example, For Official Use Only, Company Confidential, and Private. (See MD 12.4, "NRC Telecommunications Systems Security Program," and Volume 12, "Glossary," for a complete definition of "sensitive unclassified information.")

**Technical editing.** Collaboration between a technical editor and an author to improve the quality, clarity, and consistency of a manuscript.



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

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

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

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

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

(5) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.] The offeror represents as part of its offer that it  is,  is not a service-disabled veteran-owned small business concern.

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It  is,  is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It  is,  is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) Definitions. As used in this provision--

**Service-disabled veteran-owned small business concern--**

(1) Means a small business concern-- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

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

**Veteran-owned small business concern means a small business concern--**

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

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

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

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

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

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to

obtain a contract to be awarded under the preference programs established pursuant to section 8(a),8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

**K.3 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS  
(FEB 1999)**

The offeror represents that--

- (a) It  has, [ ] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;
- (b) It  has, [ ] has not filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

**K.4 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)**

The offeror represents that--

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

**K.5 52.225-4 BUY AMERICAN ACT--FREE TRADE AGREEMENTS--ISRAELI  
TRADE ACT CERTIFICATE (JAN 2004)**

(a) The offeror certifies that each end product, except those listed in paragraph (b) or (c) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act."

(b) The offeror certifies that the following supplies are FTA country end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

FTA Country or Israeli End Products:

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

(List as necessary)

(c) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (b) of this provision) as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

Line Item Number	Country of Origin
_____	_____

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(List as necessary)

(d) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation.

**K.6 52.226-2 HISTORICALLY BLACK COLLEGE OR UNIVERSITY AND  
MINORITY INSTITUTION REPRESENTATION (MAY 2001)**

(a) Definitions. As used in this provision--

Historically black college or university means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense, the National Aeronautics and Space Administration, and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

Minority institution means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1067k, including a Hispanic-serving institution of higher education, as defined in Section 316(b)(1) of the Act (20 U.S.C. 1101a)).

(b) Representation. The offeror represents that it--

is  is not a historically black college or university;

is  is not a minority institution.

**K.7 52.227-15 STATEMENT OF LIMITED RIGHTS DATA AND  
RESTRICTED COMPUTER SOFTWARE (MAY 1999)**

(a) This solicitation sets forth the work to be performed if a contract award results, and the Government's known delivery requirements for data (as defined in FAR 27.401). Any resulting

contract may also provide the Government the option to order additional data under the Additional Data Requirements clause at 52.227-16 of the FAR, if included in the contract. Any data delivered under the resulting contract will be subject to the Rights in Data--General clause at 52.227-14 that is to be included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data in lieu thereof. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor's facility.

(b) As an aid in determining the Government's need to include Alternate II or Alternate III in the clause at 52.227-14, Rights in Data--General, the offeror shall complete paragraph (c) of this provision to either state that none of the data qualify as limited rights data or restricted computer software, or identify, to the extent feasible, which of the data qualifies as limited rights data or restricted computer software. Any identification of limited rights data or restricted computer software in the offeror's response is not determinative of the status of such data should a contract be awarded to the offeror.

(c) The offeror has reviewed the requirements for the delivery of data or software and states [offeror check appropriate block]--

None of the data proposed for fulfilling such requirements qualifies as limited rights data or restricted computer software.

Data proposed for fulfilling such requirements qualify as limited rights data or restricted computer software and are identified as follows:

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Note: "Limited rights data" and "Restricted computer software" are defined in the contract clause entitled "Rights in Data--General."

**K.8 2052.209-70 CURRENT/FORMER AGENCY EMPLOYEE INVOLVEMENT  
(OCT 1999)**

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

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

**K.9 2052.209-71 CONTRACTOR ORGANIZATIONAL CONFLICTS OF INTEREST  
(REPRESENTATION) (OCT 1999)**

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

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

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

(1) Impose appropriate conditions which avoid such conflicts,

(2) Disqualify the offeror, or

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

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