

**AWARD/CONTRACT** 1. THIS CONTRACT IS A RATED ORDER UNDER DFAS (15 CFR 350) **RATING** **PAGE OF PAGES** 1 | 3

2. CONTRACT (Proc. Inst. Ident.) NO. **NRC-03-89-027** 3. EFFECTIVE DATE **9/30/89** 4. REQUISITION/PURCHASE REQUEST/PROJECT NO. **RFPA NRR-89-027**

5. ISSUED BY **U.S. Nuclear Regulatory Commission**  
**Division of Contracts and Property Management**  
**Washington, DC 20555** 6. ADMINISTERED BY (If other than Item 5) CODE

7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code)  
**Parameter, Inc.**  
**13380 Watertown Plank Road**  
**Elm Grove, Wisconsin 53122**  
**8910170079 890929**  
**PDR CONTR**  
**NRC-03-89-027 PIC** 8. DELIVERY  FOB ORIGIN  OTHER (See below)  
 9. DISCOUNT FOR PROMPT PAYMENT **N/A**  
 10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN **Attachment 1, Billing Instructions**

11. SHIP TO/MARK FOR **See Section F.4** FACILITY CODE 12. PAYMENT WILL BE MADE BY **U.S. Nuclear Regulatory Commission**  
**Div. of Accounting & Finance, GOV/COM Section**  
**Washington, DC 20555**

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:  10 U.S.C. 2304(c)  41 U.S.C. 253(c)(1) 14. ACCOUNTING AND APPROPRIATION DATA  
**B&R#920-19-04-02-0, FIN# L13429, AMT:\$100,000**  
**B&R#920-19-04-03-0, FIN# L13439, AMT:\$250,000**  
**APPN.#31x0.200.209**

15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
Technical assistance to NRC inspection teams in the performance of nuclear power plant operations, modifications, and maintenance inspections as described herein and in accordance with Parameter, Inc.'s technical proposal dated May 22, 1989, as amended on September 1, 1989, which are incorporated herein and made a part hereof.					
<b>COST PLUS FIXED FEE CONTRACT</b>					
<b>15G. TOTAL AMOUNT OF CONTRACT</b>					<b>\$8,503,773.09</b>

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**CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE**

17.  CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 2 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)

18.  AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number \_\_\_\_\_ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract, (c) further contractual document is necessary.

19A. NAME AND TITLE OF SIGNER (Type or print) **Richard A. Lofy, President** 20A. NAME OF CONTRACTING OFFICER **Mark J. Flynn**

19B. NAME OF CONTRACTOR **Parameter, Inc.** 19C. DATE SIGNED **9/29/89** 20B. UNITED STATES OF AMERICA BY **Mark J. Flynn** (Signature of Contracting Officer) 20C. DATE SIGNED **9/28/89**

The contract is completed as follows:

1. Section B.2, Consideration and Obligation--Task Orders:

Subparagraph a insert: \$8,503,773.09

Subparagraph b is deleted in its entirety and the following is substituted in lieu thereof:

"b. The amount presently obligated with respect to this contract is \$350,000.00. This obligated amount represents the designated minimum of 2.5 staff years of effort for years 1 through 3 of contract performance (see Clause 1.11). The Contracting Officer shall issue orders for work up to the minimum of 2.5 staff years of effort. Thereafter, funds will be obligated on each individual Task Order issued hereunder."

Subparagraph c, insert Task Order ceiling fee of "2.32%"

2. Section F.2, Duration of Contract Period, first sentence is completed as follows:

"The ordering period for this contract shall commence on September 30, 1989 and will expire on September 29, 1992."

3. Section F.4, Place of Delivery, is completed as follows:

- a. Insert the Project Officer's name: "Steven West"
- b. Subparagraph (a) insert "Timothy F. Hagan, Contracting Officer, Mail Stop P-902."
- c. Subparagraph (b) insert "Mail Stop OWFN 9A2."
- d. Subparagraph (c) insert "Mail Stop OWFN 9A1."
- e. Subparagraph (d) insert "William Rosenthal, Mail Stop OWFN 12 H7."

4. Section G.1, Indirect Cost Rates, is completed as follows:

"100% overhead rate based on direct labor."

Section G.2, Project Officer Authority, is completed as follows:

Name: Steven West  
Address: U. S. Nuclear Regulatory Commission  
Office of Nuclear Regulatory Research  
Planning, Program, and Management Support Branch  
Mail Stop: OWFN 11 H22  
Washington, DC 20555  
Telephone No.: (301) 492-1220



6. Section H.1, Key Personnel, is completed as follows:

Richard Lofy

7. Section I.1, Notice Listing Contract Clauses Incorporated by Reference:

a. Clause 52.219-9, APR 1984, Small Business and Small Disadvantaged Business Subcontracting Plan, is deleted and the following full-text clause copy attached, is substituted in lieu thereof:

"I.12 Small Business and Small Disadvantaged Business Subcontracting Plan (52.219-9) (Aug 1989)"

b. Clause 52.233-3, JUN 1985, Protest After Award Alternate I (JUN 1985), is deleted and the following full-text clause, copy attached, is substituted in lieu thereof:

"I.13 Protest After Award (Aug 1989) Alternate I (Aug 1989)"

8. Section I.11, Minimum and Maximum Orders, subparagraph (a), first sentence is deleted in its entirety and the following is substituted in lieu thereof:

"a. During the base three-year period of performance of this contract, the Government will place orders totaling a minimum of 2.5 staff years of effort (5000 hours)."

9. Section I, Contract Clauses, the following full-text clauses, copies attached, are hereby incorporated into this contract:

"I.14 Requirement for Certification of Procurement Integrity -- Modification. (52.203-9) (May 1989)

I.15 Remedies for Illegal or Improper Activities (52.203-10) (May 1989)

I.16 Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (52.209-6) (May 1989)

I.17 Restrictions on Contracting with Sanctioned Persons (52.225-13) (May 1989).

I.18 Liquidated Damages - Small Business Subcontracting Plan (52.219-16) (Aug 1989)."

10. Attachment 1, Billing Instructions, is deleted and the attached "Billing Instructions for Cost-Reimbursement Type Contracts (Revised 8/89)" is substituted in lieu thereof.

11. Parameter Inc.'s Small Business and Small Disadvantaged Business Subcontracting Plan, attached hereto, is hereby incorporated into this contract.

1.12 SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS  
SUBCONTRACTING PLAN (FAR 52.219-9) (AUG 1989)

(a) This clause does not apply to small business concerns.

(b) "Commercial product," as used in this clause, means a product in regular production that is sold in substantial quantities to the general public and/or industry at established catalog or market prices. It also means a product which, in the opinion of the Contracting Officer, differs only insignificantly from the Contractor's commercial product.

"Subcontract," as used in this clause, means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

(c) The offeror, upon request by the Contracting Officer, shall submit and negotiate a subcontracting plan, where applicable, which separately addresses subcontracting with small business concerns and with small disadvantaged business concerns. If the offeror is submitting an individual contract plan, the plan must separately address subcontracting with small business concerns and with small disadvantaged business concerns with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate the subcontracting plan shall make the offeror ineligible for award of a contract.

(d) The offeror's subcontracting plan shall include the following:

(1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business concerns and small disadvantaged business concerns as subcontractors. The offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs.

(2) A statement of -

(i) Total dollars planned to be subcontracted;

(ii) Total dollars planned to be subcontracted to small business concerns; and

(iii) Total dollars planned to be subcontracted to small disadvantaged business concerns.



(3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to (i) small business concerns and (ii) small disadvantaged business concerns.

(4) A description of the method used to develop the subcontracting goals in (1) above.

(5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the Procurement Automated Source System (PASS) of the Small Business Administration, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small and small disadvantaged business concerns trade associations).

(6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with (i) small business concerns and (ii) small disadvantaged business concerns.

(7) The name of the individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual.

(8) A description of the efforts the offeror will make to assure that small business concerns and small disadvantaged business concerns have an equitable opportunity to compete for subcontracts.

(9) Assurances that the offeror will include the clause in this contract entitled "Utilization of Small Business Concerns and Small Disadvantaged Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) who receive subcontracts in excess of \$500,000 (\$1,000,000 for construction of any public facility), to adopt a plan similar to the plan agreed to by the offeror.

(10) Assurances that the offeror will (i) cooperate in any studies or surveys as may be required, (ii) submit periodic reports in order to allow the Government to determine the extent of compliance by the offeror with the subcontracting plan, (iii) submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Subcontract Report, in accordance with the instructions on the forms, and (iv) ensure that its subcontractors agree to submit Standard Forms 294 and 295.

(11) A recitation of the types of records the offeror will maintain to demonstrate procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of its efforts to locate small and

small disadvantaged business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):

(i) Source lists, guides, and other data that identify small and small disadvantaged business concerns.

(ii) Organizations contacted in an attempt to locate sources that are small or small disadvantaged business concerns.

(iii) Records on each subcontract solicitation resulting in an award of more than \$100,000, indicating (A) whether small business concerns were solicited and if not, why not, (B) whether small disadvantaged business concerns were solicited and if not, why not, and (C) if applicable, the reason award was not made to a small business concern.

(iv) Records of any outreach efforts to contact (A) trade associations, (B) business development organizations, and (C) conferences and trade fairs to locate small and small disadvantaged business sources.

(v) Records of internal guidance and encouragement provided to buyers through (A) workshops, seminars, training, etc., and (B) monitoring performance to evaluate compliance with the programs' requirements.

(vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having company or division-wide annual plans need not comply with this requirement.

(e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:

(1) Assist small business and small disadvantaged business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small business and small disadvantaged subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

(2) Provide adequate and timely consideration of the potentialities of small business and small disadvantaged business concerns in all "make-or-buy" decisions.

(3) Counsel and discuss subcontracting opportunities with representatives of small and small disadvantaged business firms.

(f) A master subcontracting plan on a plant or division-wide



basis which contains all the elements required by (d) above, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause; PROVIDED, (1) the master plan has been approved, (2) the offeror provides copies of the approved master plan and evidence of its approval to the Contracting Officer, and (3) goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.

(g)(1) If a commercial product is offered, the subcontracting plan required by this clause may relate to the offeror's production generally, for both commercial and noncommercial products, rather than solely to the Government contract. In these cases, the offeror shall, with the concurrence of the Contracting Officer, submit one company-wide or division-wide annual plan.

(2) The annual plan shall be reviewed for approval by the agency awarding the offeror its first prime contract requiring a subcontracting plan during the fiscal year, or by an agency satisfactory to the Contracting Officer.

(3) The approved plan shall remain in effect during the offeror's fiscal year for all of the offeror's commercial products.

(h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.

(i) The failure of the Contractor or subcontractor to comply in good faith with (1) the clause of this contract entitled "Utilization of Small Business Concerns and Small Disadvantaged Business Concerns," or (2) an approved plan required by this clause, shall be a material breach of the contract.

(End of clause)

## L.13 PROTEST AFTER AWARD, ALTERNATE I (52.233-3) (AUG 1989)

(a) Upon receipt of a notice of protest (as defined in 33.101 of the FAR) the Contracting Officer may, by written order to the Contractor, direct the the Contractor to stop performance of the work called for by this contract. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision in the protest, the Contracting Officer shall either -

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Termination clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule, the estimated cost, the fee, or a combination thereof, and in any other terms of the contract that may be affected, and the contract shall be modified, in writing, accordingly, if -

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.

(End of clause)



I.14 REQUIREMENT FOR CERTIFICATE OF PROCUREMENT  
INTEGRITY -- MODIFICATION. 52.203-9 (MAY 1989)

(a) Definitions. The definitions set forth in FAR 3.104-4 are hereby incorporated in this clause.

(b) The Contractor agrees that it will execute the certification set forth in paragraph (c) of this clause when requested by the Contracting Officer in connection with the execution of any modification of this contract. A contract modification may not be executed without the certification.

(c) Certification. As required in paragraph (b) of this clause, the officer or employee responsible for the modification proposal shall execute the following certification:

CERTIFICATE OF PROCUREMENT INTEGRITY -- MODIFICATION (MAY 1989)

(1) I, Richard A. Lofy (Name of certifier), am the officer or employee responsible for the preparation of this modification proposal and hereby certify that, to the best of my knowledge and belief, with the exception of any information described in this certification, I have no information concerning a violation or possible violation of subsection 27(a), (b), (c), or (e) of the Office of Federal Procurement Policy Act (41 U.S.C. 423), (hereinafter referred to as the Act), as implemented in the FAR, occurring during the conduct of this procurement (contract number NRC-03-89-027) (modification number \_\_\_\_\_).

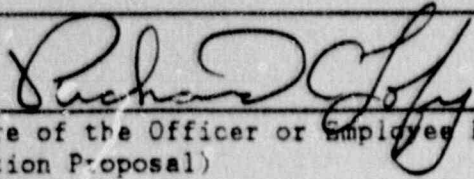
(2) As required by subsection 27(d)(1)(B) of the Act, I further certify that each officer, employee, agent, representative, and consultant of

PARAMETER, Inc. (Name of offeror) who has participated personally and substantially in the preparation or submission of this proposal has certified that he or she is familiar with, and will comply with, the requirements of subsection 27(a) of the Act, as implemented in the FAR, and will report immediately to me any information concerning a violation or possible violation of subsections 27 (a), (b), (c), or (e) of the Act, as implemented in the FAR, pertaining to this procurement.

(3) Violations or possible violations: (Continue on plain bond paper if necessary and label "Certificate of Procurement Integrity -- Modification (Continuation Sheet)") (ENTER "NONE" IF NONE EXISTS)

NONE

---



(Signature of the Officer or Employee Responsible for the  
Modification Proposal)

9/28/89

(Date)

Richard A. Lofy

(Typed Name of the Officer or Employee Responsible for the  
Modification Proposal)

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

(End of certification)

d) In making the certification in paragraph (2) of the certificate, the Contractor may rely upon the certification by an officer, employee, agent, representative, or consultant that such person is in compliance with the requirements of subsections 27 (a), (b), (c), or (e) of the Office of Federal Procurement Policy Act (41 U.S.C. 423), as implemented in the FAR, unless the Contractor knows, or should have known, of reasons to the contrary. The Contractor may rely upon periodic certifications that must be obtained at least annually, supplemented with periodic training programs. These certifications shall be maintained by the Contractor for a period of 6 years from the date of execution.

(e) The certification required by paragraph (c) of this clause is a material representation of fact upon which reliance will be placed in executing this modification.

(End of clause)



I.15 REMEDIES FOR ILLEGAL OR IMPROPER ACTIVITY (52.203-10)  
(MAY 1989)

(a) The Government, at its election, may reduce the price of a fixed price type contract or contract modification and the total cost and fee under a cost-type contract or contract modification by the amount of profit or fee determined as set forth in paragraph (c) of this clause if the head of the agency or his or her designee, determines that there was a violation of subsection 27(a) of the Office of Federal Procurement Policy Act (41 U.S.C. 423) as implemented in the FAR. In the case of a contract modification, the fee subject to reduction is the fee associated with the particular contract modification.

(b) Prior to making such a fee or profit reduction, the agency head or his or her designee shall provide to the Contractor a written notice of the action being considered and the basis therefor. The Contractor shall have a period determined by the agency head or his or her designee, but in no event less than 30 calendar days after receipt of such notice, to submit in person, in writing, or through a representative, information and argument in opposition to the proposed reduction. The agency head or his or her designee may, upon good cause shown, determine to reduce the contract or contract modification price or fee by an amount which is less than the amount determined under paragraph (c) of this clause.

(c) The price or fee reduction referred to in paragraph (a) of this clause shall be --

(1) For cost-plus-fixed-fee contracts, the amount of the fee specified in the contract at the time of award;

(2) For cost-plus-incentive-fee contracts, the target fee specified in the contract at the time of award notwithstanding any minimum fee or "fee floor" specified in the contract.

(3) For cost-plus-award-fee contracts --

(i) The base fee established in the contract at the time of contract award;

(ii) If no base fee is specified in the contract, 10 percent of the amount of each award fee otherwise payable to the contractor for each incentive period or at each award fee determination point.

(4) For fixed-price-incentive contracts, the Government may --

(i) Reduce the contract target price and contract target profit both by an amount equal to the initial target profit specified in the contract at the time of contract award;

(ii) When the contract provides for multiple deliverables, reduce the amount otherwise payable to the contractor upon each delivery and acceptance by an amount determined by the Contracting Officer to be the profit portion of each payable amount until the cumulative total of such reductions is equal to the initial target profit amount specified in the contract at the time of contract award;

(iii) In addition to any other withholdings, retentions or reserves, reduce the amount of progress payments otherwise payable in connection with each invoice or voucher properly submitted by the contractor for payment until the aggregate progress payments amounts so withheld equal the initial target profit established at the time of contract award; or

(iv) If the Government elects either (c)(4) (ii) or (iii) of this clause, at the time of total final price establishment, the price established in accordance with the incentive price revision provisions of the contract shall be reduced by an amount equal to the amount of initial target profit specified in the contract at the time of contract award and such reduced price shall be the total final contract price. Any progress payments amounts retained by the Government in (c)(4)(iii) of this clause shall be returned to the contractor, if appropriate.

(5) For firm-fixed-price contract or contract modifications, by 10 percent of the initial contract price; 10 percent of the contract modification price; or a profit amount determined by the Contracting Officer from records or documents in existence prior to the date of the contract award or modification.

(d) The Government may, at its election, reduce a prime contractor's price or fee in accordance with the procedures of paragraphs (b) and (c) of this clause for violations of the Act by its subcontractors by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was first definitively priced.

(e) In addition to the remedy in paragraph (a) of this clause, the Government may terminate this contract or modification for default. The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)



I.16 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (52.209-6) (MAY 1989)

(a) The Government suspends or debar Contractors to protect the Government's interests. Contractors shall not enter into any subcontract equal to or in excess of \$25,000 with a Contractor that has been debarred, suspended, or proposed for debarment unless there is a compelling reason to do so. If a Contractor intends to subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the list of Parties Excluded from Procurement Programs), a corporate officer or designee of the Contractor shall notify the Contracting Officer, in writing, before entering into such subcontract. The notice must include the following:

(1) The name of the subcontractor;

(2) The Contractor's knowledge of the reasons for the subcontractor being on the list of Parties Excluded from Procurement Programs;

(3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion on the list of Parties Excluded from Procurement Programs; and

(4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

(b) The Contractor's compliance with the requirements of 52.209-6 will be reviewed during Contractor Purchasing System Reviews (see FAR Subpart

(End of clause)

I.17 RESTRICTIONS ON CONTRACTING WITH SANCTIONED PERSONS  
(52.225-13) (MAY 1989)

(a) Definitions. (1) "Component part," means any article which is not usable for its intended functions without being imbedded or integrated into any other product and which, if used in production of a finished product, would be substantially transformed in that process.

(2) "Finished product," means any article which is usable for its intended function without being imbedded in, or integrated into, any other product. It does not include an article produced by a person, other than a sanctioned person, that contains parts or components of the sanctioned person if the parts or components have been substantially transformed during production of the finished product.

(3) "Sanctioned person," means a company or other foreign person upon whom prohibitions have been imposed.

(4) "Substantially transformed," when referring to a component part or finished product, means that the part or product has been subjected to a substantial manufacturing or processing operation by which the part or product is converted or combined into a new and different article of commerce having a new name, character, and use.

(b) General. Section 2443 of the Multilateral Export Control Enhancement Amendments Act (Pub. L. 100-418) and Executive Order 12661, effective December 28, 1988, impose, for a period of 3 years, with certain exceptions, a prohibition on contracting with, or procuring (including rental and lease/purchase) directly or indirectly the products or services of (1) Toshiba Machine Company, (2) Kongsberg Trading Company, (3) Toshiba Corporation, or (4) Kongsberg Vaapenfabrikk. The Act and Executive Order also prohibit, for the same 3-year period, the importation into the United States of all products produced by Toshiba Machine Company and Kongsberg Trading Company. These prohibitions also apply to subsidiaries, successor entities or joint ventures of Toshiba Machine Company or Kongsberg Trading Company.

(c) Restriction. Unless listed by the Contractor in its offer, in the solicitation provision at FAR 52.225-12, Notice of Restrictions on Contracting with Sanctioned Persons, or unless one of the exceptions in paragraph (d) of this clause applies, the Contractor agrees that no products or services delivered to the Government under this contract will be products or services of a sanctioned person.

(d) Exceptions. The restrictions apply --



(1) To finished products of nonsanctioned persons containing components of a sanctioned person if these components have been substantially transformed during the manufacture of the finished product.

(2) To products or services of a sanctioned person provided --

(i) The products are designed to the specifications of a nonsanctioned person marketed under the trademark, brand or name of the nonsanctioned person;

(ii) The business relationship between the nonsanctioned person and the sanctioned person clearly existed prior to June 30, 1987; and

(iii) The nonsanctioned person is not directly or indirectly owned by a sanctioned person.

(3) If a determination has been made in accordance with FAR 25.1003 (a) or (b).

(e) Award. Award of any contract resulting from this solicitation will not affect the Contractor's obligation to comply with importation regulations of the Secretary of the Treasury.

(End of clause)

L.18 LIQUIDATED DAMAGES - SMALL BUSINESS SUBCONTRACTING PLAN  
(FAR 52.219-16) (AUG 1989)

(a) "Failure to make a good faith effort to comply with the subcontracting plan," as used in this clause, means a willful or intentional failure to perform in accordance with the requirements of the subcontracting plan approved under the clause in this contract entitled "Small Business and Small Disadvantaged Business Subcontracting Plan," or willful or intentional action to frustrate the plan.

(b) If, at contract completion, or in the case of a commercial products plan, at the close of the fiscal year for which the plan is applicable, the Contractor has failed to meet its subcontracting goals and the Contracting Officer decides in accordance with paragraph (c) of this clause that the Contractor failed to make a good faith effort to comply with its subcontracting plan, established in accordance with the clause in this contract entitled Small and Small Disadvantaged Business Subcontracting Plans, the Contractor shall pay the Government liquidated damages in an amount stated. The amount of damages attributable to the Contractor's failure to comply shall be an amount equal to the actual dollar amount by which the Contractor failed to achieve each subcontract goal or, in the case of a commercial products plan, that portion of the dollar amount allocable to Government contracts by which the Contractor failed to achieve each subcontract goal.

(c) Before the Contracting Officer makes a final decision that the Contractor has failed to make such good faith effort, the Contracting Officer shall give the Contractor written notice specifying the failure and permitting the Contractor to demonstrate what good faith efforts have been made. Failure to respond to the notice may be taken as an admission that no valid explanation exists. If, after consideration of all the pertinent data, the Contracting Officer finds that the Contractor failed to make a good faith effort to comply with the subcontracting plan, the Contracting Officer shall issue a final decision to that effect and require that the Contractor pay the Government liquidated damages as provided in paragraph (b) of this clause.

(d) With respect to commercial products plans, i.e., company-wide or division-wide subcontracting plans approved under paragraph (g) of the clause in this contract entitled, Small Business and Small Disadvantaged Business Subcontracting Plan, the Contracting Officer of the agency that originally approved the plan will exercise the functions of the Contracting Officer under this clause on behalf of all agencies that awarded contracts covered by that commercial products plan.

(e) The Contractor shall have the right of appeal, under the clause in this contract entitled Disputes, from any final decision of the Contracting Officer.

(f) Liquidated damages shall be in addition to any other remedies that the Government may leave.

(End of clause)



REVISED 8/89

BILLING INSTRUCTIONS FOR  
COST-REIMBURSEMENT TYPE CONTRACTS

General: The contractor shall prepare voucher/invoices for reimbursement of costs in the manner and format described herein. A sample voucher/invoice is provided for your reference. FAILURE TO SUBMIT VOUCHERS/INVOICES IN ACCORDANCE WITH THESE INSTRUCTIONS WILL RESULT IN REJECTION OF the VOUCHER/INVOICE AS IMPROPER.

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

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

U. S. Nuclear Regulatory Commission  
Division of Contracts and Property Management  
Contract Administration Branch, P-902  
Washington, D.C. 20555

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

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

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

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

Agency Payment Office: Payment will continue to be made by the office designated in the contract in Block 13 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.

Form: Claims should be submitted in the format depicted on the attached sample form entitled "Voucher for Purchases and Services Other than Personal." The sample form is provided for guidance only. The form is not required for submission of a voucher/invoice. Alternate formats are permissible provided all requirements of the billing instructions are addressed. Additional copies of the form are available from the Contracting Officer. 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 (p) of the attached instructions, together with appropriate supporting information.

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, 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.



VOUCHERS FOR PURCHASES AND SERVICES OTHER THAN PERSONAL

Attachment

Official Agency Billing Office U. S. Nuclear Regulatory Commission Division of Contracts and Property Management, P-902 Washington, D.C. 20555 Payee's Name and Address	(a) Contract Number _____ Task Order No. (If Applicable) _____ (b) Title of Project _____ _____ (c) Voucher Number _____ (d) Project Officer _____ (e) Date of Voucher _____ (f) Contract Amount _____ (g) Fixed Fee _____
Individual to Contact Regarding This Voucher: Name: _____ Tel. No.: _____	

(h) This voucher represents reimbursable costs from \_\_\_\_\_ thru \_\_\_\_\_

	Amount Billed	
	(l) Current Period	(m) Inception to Date
(i) Direct Costs		
(1) Direct Labor *	_____	_____
(2) Fringe Benefits @ _____% (if computed as percentage)	_____	_____
(3) Capitalized Nonexpendable Equipment *	_____	_____
(4) Materials, Supplies and Noncapitalized Equipment *	_____	_____
(5) Premium Pay	_____	_____
(6) Consultants *	_____	_____
(7) Travel - Domestic *	_____	_____
Foreign *	_____	_____
(8) Subcontract *	_____	_____
(9) Other Costs *	_____	_____
Total Direct Costs	_____	_____
(j) INDIRECT COSTS		
A) Overhead _____% of _____ (Indicate Base)	_____	_____
Subtotal	_____	_____
B) General & Administrative Expense _____% of Cost Elements Nos. _____	_____	_____
Total Costs	_____	_____
(k) FIXED-FEE EARNED (Formula)	_____	_____
(n) Total Amounts Claimed	_____	_____
(o) Adjustments Outstanding Suspensions	_____	_____
(p) Grand Totals	_____	_____

\*(REQUIRES SUPPORTING INFORMATION--SEE ATTACHED)



Instruction for Itemization of Costs and Supporting Information:

Preparation and Itemization of the Voucher/Invoice: In order to constitute a proper invoice, the contractor shall furnish all the information set forth below. These notes are keyed to the entries on the sample voucher/invoice.

Payee's name and address: Show the name of the contractor as it appears in the contract and its correct address. When an approved assignment has been made by the contractor, or a different payee or addressee has been designated, insert the name and address of the payee. Indicate the name and telephone number of the individual responsible for answering any questions that the NRC may have regarding the invoice.

- (a) Contract Number. Insert the NRC contract number  
Task Order Number, if applicable. Insert the task order number.
- (b) Title of Project. List the full title of the project being performed under the contract.
- (c) Sequential voucher/invoice number. The appropriate sequential number of the voucher/invoice, beginning with 001 should be designated. Contractors may also include individual internal accounting numbers, if desired, in addition to the 3-digit sequential number.
- (d) Project Officer's name and mailstop as designated in the contract.
- (e) Date of voucher/invoice. Insert the date the voucher/invoice is prepared.
- (f) Contract Amount. Insert the total estimated cost of the contract, exclusive of fixed-fee. Include this information as it applies to individual task orders as well.
- (g) Fixed-Fee. Insert total fixed-fee. Include this information as it applies to individual task orders as well.
- (h) 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.
- (i) Direct Costs. Insert the major cost elements:
  - (1) Direct Labor. This consists of salaries and wages paid (or accrued) for direct performance of the contract itemized as follows:

Labor Category	Labor Hrs. Negotiated	Hours Billed	Rate	Total	Cumulative Hours Billed
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- (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) Direct Equipment. For educational institutions, list each item costing \$500.00 or more and having a life expectancy of more than one year. For contractors other than educational institutions, list each item costing \$200.00 or more and having a life expectancy of more than one year. List only those items of equipment for which reimbursement is requested. A reference shall be made to the following (as applicable): (a) the item number for the specific piece of equipment listed in the property schedule of the contract; (b) the Contracting Officer's approval letter if the equipment is not covered by the property schedule; or (c) be preceded by an asterisk (\*) if the equipment is below the approval level. Further itemization of vouchers/invoices shall only be required for items having specific limitations set forth in the contract.
- (4) Materials, Supplies, or Other Expendable Items. These are consumable materials, supplies, and equipment other than that described in (3) above.
- (5) Premium Pay. This is remuneration in excess of the basic hourly rate. (Requires written approval of the Contracting Officer.)
- (6) Consultant's Fee. 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. Domestic travel is travel within the United States, its territories, possessions, and Canada. It should be billed separately from foreign travel.

All costs associated with each trip must be shown in the following format:

Date	Traveler	Destination	Purpose	Cost
From To		From To		\$

- (8) Subcontracts. Include separate detailed breakdown of all costs paid to approved subcontractors during the billing period.
- (9) Other. List all other direct costs by cost element and dollar amount separately.
- (j) Indirect Costs - Overhead. Cite the formula (rate and base) in effect during the time the cost was incurred and for which reimbursement is claimed.
- (k) 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. The contractor may bill for fixed fee only up to 85% of total fee.
- (l) Amount Billed for Current Period. Insert the amount billed for the major cost elements, adjustments, and total amount for the period.
- (m) Cumulative Amount from Inception to Date of Current Billing. Insert the cumulative amounts billed for the major cost elements and adjusted amounts claimed during this contract.
- (n) Total Amounts Claimed. Insert the total amounts claimed for the current and cumulative periods.
- (o) Adjustments. This includes cumulative amounts billed that have been suspended or disallowed.
- (p) Grand Totals.
- (\*) Supporting Information. Cost elements requiring detailed supporting information--sample attached.



## Supporting Information - Sample

1) Direct Labor - \$2400

<u>Labor Category</u>	<u>Labor Hours Negotiated</u>	<u>Hours Billed</u>	<u>Rate</u>	<u>Total</u>	<u>Cumulative Hours Billed</u>
Senior Engineer I	2400	100	\$14.00	\$1400	975
Engineer	1500	50	\$10.00	\$500	465
Computer Analyst	700	100	\$5.00	\$500	320
				<u>\$2400</u>	

3) Direct Equipment

Spectrometer - General Electric (as approved in Property Schedule) \$5,000

4) Materials, Supplies & Other Expendable Items

10 Radon Tubes @ \$110.00	=	\$1100.00
6 Pairs Electrostatic Gloves @ \$150.00	=	\$900.00
		<u>\$2000.00</u>

5) Premium Pay

Walter Murphy - 10 hours @ \$10.00 Per Hour = \$100  
(This was approved by NRC in letter dated 3/6/82.)

6) Consultants' Fee

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

7) Travel

<u>Date</u>		<u>Traveler</u>	<u>Destination</u>		<u>Purpose</u>	<u>Costs</u>
<u>From</u>	<u>To</u>		<u>From</u>	<u>To</u>		
3/1/82	3/6/82	William King	Chicago, IL	Wash., DC	Meeting with Project Officer	\$200

8) Subcontracts

XYZ CORP. (CPFF)

Direct Labor:	- 80 hours @ \$20.00 per hour	= \$1600.00
O/H	@ 50%	= \$800.00
Travel - 2 Trips - Wash., DC	@ \$200	= \$400.00
	to Boston, MA	
Profit	@ 7%	= \$200.00
TOTAL:		<u>\$3000.00</u>

(k) Fixed-Fee (Formula)

(5%)

 $\$350,000 \times 5\% = \$17,500$  Total Fixed Fee for this Contract $\$27,200 \times 5\% = \$1360$  Fee Billed for this Period(o) Adjustments

\$1700 - Indicates amount withheld from voucher #001, now approved by Contracting Officer letter 3/10/82.

SMALL BUSINESS AND SMALL DISADVANTAGED  
BUSINESS SUBCONTRACTING PLAN

DATE: 9/20/89

CONTRACTOR: PARAMETER, Inc.

ADDRESS: 13380 Watertown Plank Road, Elm Grove, WI 53122

SOLICITATION OR CONTRACT NUMBER: RFP: RS-NRR-89-027

ITEM/SERVICE: Nuclear Power Reactor Operations, Modifications  
and Maintenance Inspection Services

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

1. (a) The following percentage goals (expressed in terms of a percentage of total planned subcontracting dollars) are applicable to the contract cited above or to the contract awarded under the solicitation cited.
  - (i) Small Business concerns: 100 % of total planned subcontracting dollars under this contract will go to subcontractors who are small business concerns.
  - (ii) Small Disadvantaged Business Concerns: Note-1 of total planned subcontracting dollars under this contract will go to subcontractors who are small business concerns owned and controlled by socially and economically disadvantaged individuals. This percentage is included in the percentage shown under 1. (a)(i), above, as a subset.
- (b) The following dollar values correspond to the percentage goals shown in (a) above.
  - (i) Total dollars planned to be subcontracted to small business concerns: \$4,124,166.00 (3 yrs.)
  - (ii) Total dollars planned to be subcontracted to small disadvantaged business concerns: \$ Note-1. This dollar amount is included in the amount shown under 1. (b)(i), above, as a subset.
- (c) The total estimated dollar value of all planned subcontracting (to all types of business concerns) under this contract is \$ 4,124,166.00 (3 yrs.)
- (d) The following principal products and/or services will be subcontracted under this contract, and the distribution among small and small disadvantaged business concerns is as follows:

(Products/services planned to be subcontracted to small business concerns are identified by \*-To small disadvantaged business concerns by \*\*)

\* Technical Assistance Services

\*\* Technical Assistance Services

(ATTACHMENT MAY BE USED IF ADDITIONAL SPACE IS REQUIRED)

NOTE-1: Goals can be set after some specific task order requirements are established under a contract.



- (e) The following method was used in developing subcontract goals (i.e., Statement explaining how the product and service areas to be subcontracted were established, how the areas to be subcontracted to small and small disadvantaged business concerns were determined, and, how small and small disadvantaged business concerns' capabilities were determined, to include identification of source lists utilized in making those determinations).

Utilization of consultants from small business is  
implicit in our Proposal. The source list consists of  
consultants proposed. Large business would be only if  
required by NRC for special resources.

- (f) Indirect and overhead costs (check one below):

-have been

-have not been

included in the goals specified in 1(a) and 1(b).

- (g) If "have been" is checked, explain the method used in determining the proportionate share of indirect and overhead cost to be allocated as subcontracts to small business concerns and small disadvantaged business concerns.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. The following individual will administer the subcontracting program:

Name: Richard A. Lofy  
13380 Watertown Plank Road  
Address & Telephone Elm Grove, WI 53122 (414) 786-7580  
Title: President

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

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

- (a) Developing and maintaining bidders lists of small and small disadvantaged business concerns from all possible sources.

- (b) Ensuring that procurement packages are structured to permit small and small disadvantaged business concerns to participate to the maximum extent possible.
- (c) Assuring inclusion of small and SDB concerns in all solicitations for products or services which they are capable of providing.
- (d) Reviewing solicitations to remove statements, clauses, etc. which may tend to restrict or prohibit SB and SDB participation.
- (e) Ensuring periodic rotation of potential subcontractors on bidders lists.
- (f) Ensuring that the bid proposal review board documents its reasons for not selecting low bids submitted by small and small disadvantaged business concerns.
- (g) Ensuring the establishment and maintenance of records of solicitations and subcontract award activity.
- (h) Attending or arranging for attendance of company counsellors at Business Opportunity Workshops, Minority Business Enterprise Seminars, Trade Fairs, etc.
- (i) Conducting or arranging for conduct of motivational training for purchasing personnel pursuant to the intent of P.L. 95-507.
- (j) Monitoring attainment of proposed goals.
- (k) Preparing and submitting periodic subcontracting reports required.
- (l) Coordinating contractor's activities during the conduct of compliance review by Federal agencies.
- (m) Coordinating the conduct of contractor's activities involving its small and small disadvantaged business subcontracting program.
- (n) Additions to (or deletions from) the duties specified above are as follows:

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

(a) Outreach efforts will be made as follows:

- (i) Contacts with minority and small business trade associations
- (ii) Contacts with business development organizations
- (iii) Attendance at small and minority business procurement conferences and trade fairs



- (iv) Sources will be requested from SBA's PASS system.
- (b) The following internal efforts will be made to guide and encourage buyers:
  - (i) Workshops, seminars and training programs will be conducted
  - (ii) Activities will be monitored to evaluate compliance with this subcontracting plan.
- (c) Small and small disadvantaged business concern source lists, guides and other data identifying small and small disadvantaged business concerns will be maintained and utilized by buyers in soliciting subcontracts.
- (d) Additions to (or deletions from) the above listed efforts are as follows:

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- 4. The bidder (contractor) agrees that the clause entitled Utilization of Small Business Concerns and Small Business Concerns Owned and Controlled by Socially and Economically Disadvantaged Individuals will be included in all subcontracts which offer further subcontracting opportunities, and all subcontractors except small business concerns who receive subcontracts in excess of \$500,000 will be required to adopt and comply with a subcontracting plan similar to this one. Such plans will be reviewed by comparing them with the provisions of Public Law 95-507, and assuring that all minimum requirements of an acceptable subcontracting plan have been satisfied. The acceptability of percentage goals shall be determined on a case-by-case basis depending on the supplies/services involved, the availability of potential small and small disadvantaged subcontractors, and prior experience. Once approved and implemented, plans will be monitored through the submission of periodic reports, and/or, as time and availability of funds permit, periodic visits to subcontractors facilities to review applicable records and subcontracting program progress.
- 5. The bidder (contractor) agrees to submit such periodic reports and cooperate in any studies or surveys as may be required by the contracting agency or the Small Business Administration in order to determine the extent of compliance by the bidder with the subcontracting plan and with the clause entitled Utilization of Small Business Concerns and Small Business Concerns Owned and Controlled by Socially and Economically Disadvantaged Individuals, contained in the contract.
- 6. The bidder (contractor) agrees that he will maintain at least the following types of records to document compliance with this subcontracting plan:
  - (a) Small and Small disadvantaged business concern source lists, guides and other data identifying SB/SDBC vendors.



- (b) Organizations contacted for small and disadvantaged business sources.
- (c) On a contract-by-contract basis, records on all subcontract solicitations over \$100,000, indicating on each solicitation (1) whether small business concerns were solicited, and if not, why not; (2) whether small disadvantaged business concerns were solicited, and if not, why not; and (3) reasons for the failure of solicited small or small disadvantaged business concerns to receive the subcontract award.
- (d) Records to support other outreach efforts: Contacts with Minority and Small Business Trade Associations, etc. Attendance at small and minority business procurement conferences and trade fairs.
- (e) Records to support internal activities to guide and encourage buyers: Workshops, Seminars, training programs, etc. Monitoring activities to evaluate compliance.
- (f) On a contract-by-contract basis, records to support subcontract award data to include name and address of subcontractor.
- (g) Records to be maintained in addition to the above are as follows:

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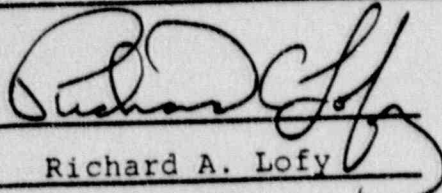
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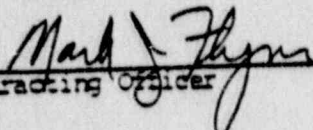


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Signed:   
 Typed Name: Richard A. Lofy  
 Title: President  
 Date: September 20, 1989

Plan Accepted By:   
 Contracting Officer

Date: 9/28/89

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

**SOLICITATION, OFFER AND AWARD**

1. This contract is a rated order under DPAS(15 CFR 350) RATING:

2. CONTRACT NO.	3. SOLICITATION NO. RS-NRR-89-027	4. TYPE OF SOLICITATION ( ) SEALED BID (IFB) (X) NEGOTIATED (RFP)
5. DATE ISSUED April 25, 1989	6. REQUISITION/PURCHASE REQ. NO. NRR-89-027	
7. ISSUED BY CODE  U.S. Nuclear Regulatory Commission Div. of Contracts & Property Mgmt. Contract Neg. Branch No. 1, P-1020 Washington, DC 20555	8. ADDRESS OFFER TO (If other than Item 7) Offer must be addressed as shown in Item 7. Handcarried offers (including Express Mail) must be delivered to the address in Item 9	

NOTE: In sealed bid solicitations, "offer" and "offeror" mean "bid" and "bidder".

**SOLICITATION**

9. Sealed offers in original and 1 signed copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in Room 1011, 7920 Norfolk Avenue, Bethesda, MD 20814, until 2:00 p.m., local time, on May 25, 1989.  
Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-10. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME: Teresa McLearn	B. TELEPHONE NO. (Include Area Code) (NO COLLECT CALLS) (301) 492-4290
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OFFER (Must be fully completed by offeror)

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

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**PART I - THE SCHEDULE****SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS****B.1 BRIEF DESCRIPTION OF WORK (MAR 1987)  
ALTERNATE I (JUNE 1988)****a. Brief description of work:**

The Contractor shall provide technical assistance in the fields of electrical power systems, instrumentation and controls, mechanical systems, mechanical components, civil/structural engineering, nuclear plant operations, and nuclear plant testing and maintenance to assist NRC inspection teams in the performance of nuclear power plant operations, modifications, and maintenance inspections.

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

(End of Clause)

**B.2 CONSIDERATION AND OBLIGATION--TASK ORDERS (JUNE 1988)**

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

b. The amount presently obligated with respect to this contract is \$ \_\_\_\_\*. This obligated amount represents the designated minimum 3.2 staff years of effort for years 1 through 3 of contract performance (See Clause I.11). The Contracting Officer shall issue orders for work up to the minimum 3.2 staff years of effort. Thereafter, funds will be obligated on each individual Task Order issued hereunder.

SECTION C - DESCRIPTION/SPECIFICATION  
/WORK STATEMENT

---

C.1 STATEMENT OF WORK (MAR 1987)

C.1.1 Background

The NRC has a continuing need to examine nuclear power reactor operations, modifications and maintenance performance, programs and policies, and to provide measures to protect public health and safety, safeguard nuclear materials, and maintain environmental quality. A major method of doing this is through monitoring and inspection of applicant and licensee activities related to operations, modifications and maintenance at nuclear power plants. Because of the significance of safety aspects of licensee activities in these areas, the NRC must carefully monitor and inspect licensee facilities for compliance with the Code of Federal Regulations, Title 10, Part 50, "Domestic Licensing of Production and Utilization Facilities", with emphasis on the following sections:

10 CFR 50.54 - Conditions of licenses

10 CFR 50.55 - Conditions of construction permits

10 CFR 50.57 - Issuance of operating license

10 CFR 50.59 - Changes, tests and experiments

10 CFR 50.90 - Application for amendment of license or construction permit

10 CFR 50, Appendix A - General Design Criteria for Nuclear Power Plants

10 CFR 50, Appendix B - Quality Assurance Criteria for Nuclear Power Plants and Fuel Reprocessing Plants.

The NRC Office of Nuclear Reactor Regulation (NRR) requires specialized technical assistance to support its activities related to the review and inspection of nuclear power plant operations, modifications, and maintenance of near term and operating reactors. The types of reviews and inspections considered within the scope of this procurement shall include the full spectrum of NRC operations, modifications, and maintenance inspections including, but not limited to, the following: Safety System Functional Inspections (SSFI) to examine selected safety systems that have been modified since issuance of the operating license to



inspections and design reviews annually at reactor construction sites, operating reactor sites, utility offices, architect-engineering offices, and vendor facilities. Included in this technical assistance is assistance in follow-up of generic activities related to operations, modifications and maintenance inspections and the operations, modifications and maintenance portion of special team and other NRC inspections, such as Operational Safety Team Inspections (OSTI), Safety Systems Outage Modifications Inspections (SSOMI), and Safety System Functional Inspections (SSFI).

The scope of the operations, modifications and maintenance inspection or review may be modified by the NRC to be responsive to unique conditions at a particular facility.

In the technical areas delineated in the individual task order statements of work, contractor specialists will be responsible for assisting the NRC staff in the performance of technical work including, but not limited to:

- (a) Reviewing background information.
- (b) Selecting the plant aspects to be reviewed during the inspection.
- (c) Reviewing implementation effectiveness of quality assurance and quality control programs.
- (d) Performing and documenting operations, modifications, maintenance, and similar special inspections.
- (e) Reviewing the final report of applicant and licensee operations, modifications and maintenance quality assurance and quality control programs for accuracy, completeness, and acceptability.
- (f) Reviewing applicant and licensee responses to NRC operations, modifications, and maintenance inspection findings and concerns, and providing written evaluations of the responses.
- (g) Reviewing any additional information (not covered above) necessary to evaluate the operations, modifications, and maintenance aspects of the subject facility or to close-out inspection and review findings and concerns.
- (h) Providing expert testimony on problems, issues, and allegations at public hearings which result from operations, modifications and maintenance inspections and reviews.
- (i) Documenting the results of operations, modifications and maintenance inspections and reviews and other

Project Officer in the contractor's home office annually.

(End of Clause)

C.3 TRAVEL APPROVALS (MAR 1987)

a. All domestic travel requires the prior approval of the Project Officer.

b. All foreign travel must be approved in advance by the NRC on MRC Form 445 and shall be in compliance with 52.247-63 Preference For U.S. Flag Air Carriers. Such approval will be communicated in writing through the Contracting Officer.

(End of Clause)

**SECTION E - INSPECTION AND ACCEPTANCE**

---

**E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE:**

**NOTICE:** The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

**FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)**

<b>NUMBER</b>	<b>DATE</b>	<b>TITLE</b>
52.246-5	APR 1984	INSPECTION OF SERVICES-- COST-REIMBURSEMENT



NRC team leader. As a minimum the report shall include the following:

- identity of the individuals (name, company, and title) that furnished information to the contractor during the inspection;
  - for all areas inspected, a brief description of the contractor's activities and general findings and conclusions reached regarding the adequacy of each area, with technical bases;
  - for all areas with concerns, a detailed discussion substantiating the bases for the concerns and the inadequacies in each area.
- (d) A draft of the inspection report input shall be provided to the NRC team leader at the conclusion of the inspection (prior to the exit meeting with the licensee).
- (e) The final inspection report input shall be delivered no later than ten working days after completion of the inspection. THE ORIGINAL AND ONE COPY OF THE FINAL INSPECTION REPORT INPUT SHALL BE DELIVERED TO THE NRC PROJECT OFFICER. Copies of the report shall be delivered to the NRC team leader; the NRC contract administrator; and the Chief, Special Inspection Branch, NRR. Deliveries shall be at the places of delivery specified in Section F.4.

In addition to the hard copies of the final inspection report input, the contractor shall provide an electronic copy of the report to the NRC team leader as IBM PC compatible software (DisplayWrite 3 or DisplayWrite 4 or other mutually agreeable IBM PC compatible word processing software).

- (f) The contractor shall identify the NRC Financial Identification Number (FIN), the task order number and title, the NRC TAC or inspection report number, and the facility name and docket number on the cover page of each report and each report transmittal letter delivered under this contract.

### F.3.2 MONTHLY PROGRESS REPORT

A monthly progress report shall be delivered by the 15th of each month to the NRC Project Officer (original and one copy) at the place of delivery specified in Section F.4, Place of Delivery, with a copy to each of the following at the place of delivery specified in Section F.4:

- Director, Division of Reactor Inspection and Safeguards, Office of Nuclear Reactor Regulation
- Chief, Special Inspection Branch, Office of Nuclear Reactor Regulation

II. Direct Salaries	\$ XX	\$ XX	\$ XX
Materials and Services (excluding ADP)	XX	XX	XX
ADP Support	XX	XX	XX
Subcontracts	XX	XX	XX
Travel	XX	XX	XX
Indirect labor Cost	XX	XX	XX
Other (specify)	XX	XX	XX
General and Administrative Expense	XX	XX	XX
	---	---	---
 Total Costs	 \$ XX	 \$ XX	 \$ XX
 Percentage of available funds costed		 XX%	

III. Funding Status:

Provide the prior year carryover, the current fiscal year funding level as reflected in the task order, funds received to date for the current fiscal year, and the balance of funding needed for the current fiscal year as follows:

Prior FY Carryover	FY Projected Funding Level	FY Funds Rec'd to Date	FY Funding Bal. Needed
-----	-----	-----	-----
\$ XX	\$ XX	\$ XX	\$ XX

3. License Fee Recovery Cost Status Section

Pursuant to the provisions of NRC Regulation 10 CFR 17J, provide the total amount of funds expended (costed) during the period and cumulative to date for each task (e.g., by facility or report), and report them on a separate page as part of this report in the following format:

FIN:  
TITLE:  
PERIOD:

Facility Name/ Report Title	Docket Number	Report or TAC Number	Costs per Period	Cummulative Costs This Fiscal Year
-----	-----	-----	-----	-----

Task 1

Task n

If a task under this contract is relevant and common to several

Planning, Program, and Management Support Branch  
Mail Stop OWFN 11-H-22  
Washington, DC 20555

Copies shall be delivered, with all transportation charges paid by the contractor, to the following addresses, as required:

- (a) U. S. Nuclear Regulatory Commission  
Attn: \_\_\_\_\_, Contracting Officer  
Division of Contracts and Property Management  
Mail Stop \*  
Washington, DC 20555
- (b) U.S. Nuclear Regulatory Commission  
Director, Division of Reactor Inspection and Safeguards  
Office of Nuclear Reactor Regulation  
Mail Stop \*  
Washington, DC 20555
- (c) U.S. Nuclear Regulatory Commission  
Chief, Special Inspection Branch  
Office of Nuclear Reactor Regulation  
Mail Stop \*  
Washington, DC 20555
- (d) U.S. Nuclear Regulatory Commission  
Attn: \_\_\_\_\_, Licensee Fee Coordinator  
Office of Nuclear Reactor Regulation  
Planning, Program, and Management Support Branch  
Mail Stop \*  
Washington, DC 20555
- (e) The identities and locations of the individual NRC team leaders and lead engineers will be identified in the individual task order statements of work.

Changes to this distribution list during the period of this contract will be provided to the contractor by either the NRC Contracting Officer or the NRC Project Officer.



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 additional 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 shall be issued in writing by the Project Officer or shall be confirmed by such person in writing within ten (10) working days after verbal issuance. A copy of said written direction shall 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 such person'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 c above, the Contractor shall not proceed but shall notify the Contracting Officer in writing within five (5) working days after the receipt of any such instruction or direction and shall request the Contracting Officer to modify the contract accordingly. Upon receiving such 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

this publication may be obtained from the U.S. Government Printing Office, Washington, D.C. 20402.

(End of Clause)

G.4 REMITTANCE ADDRESS (MAR 1987)

If item 15C. of the Standard Form 33 has been checked, enter the remittance address below.

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(End of Clause)

G.5 ACCELERATED TASK ORDER PROCEDURES (JUNE 1938)

a. The NRC may require the Contractor to commence work before receipt of a definitized Task Order from the Contracting Officer. Accordingly, when the Contracting Officer verbally authorizes, the Contractor shall proceed with performance of the Task Order subject to the monetary limitation established for the Task Order by the Contracting Officer.

b. When this accelerated procedure is employed by the NRC, the Contractor agrees to begin promptly negotiating with the Contracting Officer the terms of a definitive Task Order and agrees to submit a cost proposal with supporting cost or pricing data. If agreement on a definitized Task Order is not reached by the target date mutually agreed upon by the Contractor and Contracting Officer, the Contracting Officer may determine a reasonable price and/or fee in accordance with Subpart 15.8 and Part 31 of the FAR, subject to Contractor appeal as provided in 52.233-1 - Disputes. In any event, the Contractor shall proceed with completion of the Task Order, subject only to the monetary limitation established by the Contracting Officer and the terms and conditions of the basic contract.

(End of Clause)

**b. Key Personnel**

For each task order request for proposal, the contractor shall identify all key personnel and the number of staff hours that will be committed to completion of work on the task order.

The contractor shall also include the resumes for all professional personnel proposed to be utilized in the performance of any resulting task order. Include educational background and specific pertinent work experience.

The contractor shall also identify the administrative support personnel and/or facilities that are needed to assist the professional personnel in completing work on any resulting task order.

**c. Conflict of Interest Certification and Previous NRC Employees**

The contractor shall provide a description of any former or current contractual and/or organization relationships of the offeror, its employees, consultants or subcontractor(s), with industries regulated by the NRC, e.g., nuclear utilities, architect engineers, reactor manufacturers, that might give rise to an apparent or actual organizational or personnel conflict of interest in the event of issuance of a particular task order.

The contractor shall submit the following certification with each task order proposal:

"I represent to the best of my knowledge and belief that award to \_\_\_\_\_ of Task Order \_\_\_\_\_'s to Contract \_\_\_\_\_ does / / or does not/ / involve situations or relationships of the types set forth in 41 CFR 20-1.5403(b)(1)."

The contractor shall also identify any current or former NRC employees who have been or will be involved, directly or indirectly, in developing the proposal, or in negotiating on behalf of the contractor, or in managing, administering, or performing any contracts, consultant agreements, or subcontract resulting from any resultant task order. Identify the name, title, and date any such individuals left NRC employ and describe these individuals proposed roles under the proposed task order.

**d. Cost Proposal**

For each task order request for proposal, the contractor shall submit a cost proposal by the date specified in the request utilizing Standard form 1411, Contract Pricing Proposal (Attachment 4). Each task order cost proposal shall be fully supported by cost and pricing data adequate to establish the reasonableness of the proposed amounts, including:



SECTION H - SPECIAL CONTRACT REQUIREMENTS

## H.1 KEY PERSONNEL (JUNE 1988)

a. The following individuals are considered to be essential to the successful performance of the work hereunder.



The Contractor agrees that such personnel shall not be removed from the contract work or replaced without compliance with paragraphs b and c hereof.

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 such personnel with personnel of at least substantially equal ability and qualifications.

c. All requests for approval of substitutions hereunder must be in writing and provide a detailed explanation of the circumstances necessitating the proposed substitutions. They must contain a complete resume for the proposed substitute and other information requested by the Contracting Officer to approve or disapprove the proposed substitution. The Contracting Officer will evaluate such requests and promptly notify the Contractor of his/her approval or disapproval thereof in writing.

d. If the Contracting Officer determines that:

1) 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

2) That the resultant reduction of effort would be so substantial as to impair the successful completion of the contract, 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.5 ORGANIZATIONAL CONFLICTS OF INTEREST  
(OMB CLEARANCE NUMBER 3150-0112) (MAR 1987)

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 41 CFR 20-1.5402(f) the activities covered by this clause.

c. Work for others. Notwithstanding any other provision of this contract, during the term of this contract, the Contractor agrees to forgo 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 believes 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 prior to execution of such contractual arrangement.

d. Disclosure after award.

1) The Contractor warrants 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 41 CFR 20-1.5402(a).

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.

e. Access to and use of information.

1) If the Contractor in the performance of this contract obtains access to information, such as NRC plans, policies, reports, studies, financial plans, internal data protected by the Privacy Act of 1974 (Pub. L. 93-579), or data which has not been released to the public, the Contractor agrees not to:

(End of Clause)

H.6 SPECIAL CONTRACTOR ORGANIZATIONAL CONFLICT OF INTEREST PROVISIONS

Your attention is directed to NRC's Contractor Organizational Conflict of Interest provisions specified in 41 CFR Subpart 20-1.54 set forth in Attachment No. 2 and in Clause H.5.

In order to assist the contractor in understanding and applying these provisions to the audit, inspection and review services specified under this contract, the following modifications are hereby made and incorporated into Section 20-1.5405-1, General Contract Clause, of Attachment No. 2 and into Clause H.5:

1. Add to paragraph (b), "Scope" the following sentence:

Except where a lesser limitation is stated, these provisions apply to the entire subject matter set forth in the scope of work for the entire period of contract performance, including any extensions, and are therefore not limited to the scope or duration of a particular task order.

2. Change paragraph (c), "Work for others" to (c)(1) and add new subparagraphs (c)(2) and (3) as follows:

(c)(2) The contractor shall not perform any services for any utility subject to NRC's regulatory authority that are the same as, or substantially similar to, the services contemplated under the scope of work for this contract without prior written approval of the NRC Contracting Officer.

(c)(3) The contractor shall not represent, assist, or otherwise support a utility undergoing an NRC audit, inspection, or review of any type, except where the utility requires the contractor's support to explain or defend the contractor's prior work for the utility which the NRC questions.

3. Add to paragraph (d) "Disclosure after award" a new subparagraph (d)(3) as follows:

(d)(3) Recognizing that the scope of work of this task order type contract necessarily encompasses a broad spectrum of activities, the contractor agrees that



PART II - CONTRACT CLAUSES

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SECTION I - CONTRACT CLAUSES

---

1.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.202-1	APR 1984	DEFINITIONS
52.203-1	APR 1984	OFFICIALS NOT TO BENEFIT
52.203-3	APR 1984	GRATUITIES
52.203-5	APR 1984	COVENANT AGAINST CONTINGENT FEES
52.203-6	JUL 1985	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
52.203-7	OCT 1988	ANTI-KICKBACK PROCEDURES
52.215-1	APR 1984	EXAMINATION OF RECORDS BY COMPTROLLER GENERAL
52.215-2	APR 1988	AUDIT -- NEGOTIATION
52.215-22	APR 1988	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA
52.215-24	APR 1985	SUBCONTRACTOR COST OR PRICING DATA
52.215-31	SEP 1987	WAIVER OF FACILITIES CAPITAL COST OF MONEY
52.215-33	JAN 1986	ORDER OF PRECEDENCE
52.216-7	APR 1984	ALLOWABLE COST AND PAYMENT
52.216-8	APR 1984	FIXED FEE
52.219-8	JUN 1985	UTILIZATION OF SMALL BUSINESS CONCERNS AND SMALL DISADVANTAGED BUSINESS CONCERNS
52.219-9	APR 1984	SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS SUBCONTRACTING PLAN
52.219-13	AUG 1986	UTILIZATION OF WOMEN-OWNED SMALL BUSINESSES
52.220-3	APR 1984	UTILIZATION OF LABOR SURPLUS AREA CONCERNS
52.220-4	APR 1984	LABOR SURPLUS AREA SUBCONTRACTING PROGRAM
52.222-1	APR 1984	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES
52.222-3	APR 1984	CONVICT LABOR

## PART 20-1 -- GENERAL

## Subpart 20-1.54--Contractor Organizational Conflicts of Interest

Sec.	
20-1.5401	Scope and policy.
20-1.5402	Definitions.
20-1.5403	Criteria for recognizing contractor organizational conflicts of interest.
20-1.5404	Representation.
20-1.5405	Contract clauses.
20-1.5405-1	General contract clause.
20-1.5405-2	Special contract provisions.
20-1.5406	Evaluation, findings, and contract award.
20-1.5407	Conflicts identified after award.
20-1.5408	(Reserved)
20-1.5409	(Reserved)
20-1.5410	Subcontractors.
20-1.5411	Waiver.
20-1.5412	Remedies.

AUTHORITY: Sec. 8, Pub. L. 95-601, adding Sec. 170A to Pub. L. 83-703, 68 Stat. 919, as amended (42 U.S.C. ch. 14)

## §20-1.5401 Scope and Policy

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

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

(c) The conflict of interest rule contained in this subpart applies to contractors and offerors only. Individuals or firms who have other relationships with NRC (e.g., parties to a licensing proceeding) are not covered by this regulation. This rule does not apply to the acquisition of consulting services through the personnel appointment process, NRC

agreements with other government agencies, international organizations, or state, local or foreign governments; separate procedures for avoiding conflicts of interest will be employed in such agreements, as appropriate.

#### 20-1.5402 Definitions

(a) "Organizational conflicts of interest" means that a relationship exists whereby a contractor or prospective contractor has present or planned interests related to the work to be performed under an NRC contract which: (1) May diminish its capacity to give impartial, technically sound, objective assistance and advice or may otherwise result in a biased work product, or (2) may result in its being given an unfair competitive advantage.

(b) "Research" means any scientific or technical work involving theoretical analysis, exploration, or experimentation.

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

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

(e) "Contract" means any contract, agreement, or other arrangement with the NRC except as provided in Section 20-1.5401(c).

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

(g) "Affiliates" means business concerns which are affiliates of each other when either directly or indirectly one concern or individual controls or has the power to control another, or when a third party controls or has the power to control both (41 CFR 1-1.606-1(e)).

(h) "Subcontractor" means any subcontractor of any tier which performs work under a contract with the NRC except subcontracts for supplies and subcontracts in amounts of \$10,000 or less.

(i) "Prospective contractor" or "offeror" means any person, firm, unincorporated association, joint venture, partnership, corporation, or affiliates thereof, including its chief executive, directors, key personnel (identified in the proposal), proposed consultants, or subcontractors, submitting a bid or proposal, solicited or unsolicited, to the NRC to obtain a contract.



agreements with other government agencies, international organizations, or state, local or foreign governments; separate procedures for avoiding conflicts of interest will be employed in such agreements, as appropriate.

#### 20-1.5402 Definitions

(a) "Organizational conflicts of interest" means that a relationship exists whereby a contractor or prospective contractor has present or planned interests related to the work to be performed under an NRC contract which: (1) May diminish its capacity to give impartial, technically sound, objective assistance and advice or may otherwise result in a biased work product, or (2) may result in its being given an unfair competitive advantage.

(b) "Research" means any scientific or technical work involving theoretical analysis, exploration, or experimentation.

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

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

(e) "Contract" means any contract, agreement, or other arrangement with the NRC except as provided in Section 20-1.5401(c).

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

(g) "Affiliates" means business concerns which are affiliates of each other when either directly or indirectly one concern or individual controls or has the power to control another, or when a third party controls or has the power to control both (41 CFR §1-1.606-1(e)).

(h) "Subcontractor" means any subcontractor of any tier which performs work under a contract with the NRC except subcontracts for supplies and subcontracts in amounts of \$10,000 or less.

(i) "Prospective contractor" or "offeror" means any person, firm, unincorporated association, joint venture, partnership, corporation, or affiliates thereof, including its chief executive, directors, key personnel (identified in the proposal), proposed consultants, or subcontractors, submitting a bid or proposal, solicited or unsolicited, to the NRC to obtain a contract.

(j) "Potential conflict of interest" means that a factual situation exists that suggests (indicates) that an actual conflict of interest may arise from award of a proposed contract. The term "potential conflict of interest" is used to signify those situations which merit investigation prior to contract award in order to ascertain whether award would give rise to an actual conflict or which must be reported to the contracting officer for investigation if they arise during contract performance.

§ 20-1.5403 Criteria for recognizing contractor organizational conflicts of interest

(a) General. Two questions will be asked in determining whether actual or potential organizational conflicts of interest exist: (1) Are there conflicting roles which might bias a contractor's judgment in relation to its work for the NRC? (2) May the contractor be given an unfair competitive advantage based on the performance of the contract? The ultimate determination by NRC as to whether organizational conflicts of interest exist will be made in light of common sense and good business judgment based upon the relevant facts disclosed and the work to be performed. While it is difficult to identify and to prescribe in advance a specific method for avoiding all of the various situations or relationships which might involve potential organizational conflicts of interest, NRC personnel will pay particular attention to proposed contractual requirements which call for the rendering of advice, consultation or evaluation activities, or similar activities that lay direct groundwork for the NRC's decisions on regulatory activities, future procurements, and research programs.

(b) Situations or relationships which may give rise to organizational conflicts of interest. (1) The offeror or contractor shall disclose information concerning relationships which may give rise to organizational conflicts of interest under the following circumstances:

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

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

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

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



(2) The contracting officer may request specific information from an offeror or contractor or may require special contract provisions such as provided in §20-1.5405-2 in the following circumstances:

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

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

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

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

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

(c) Policy application guidance. The following examples are illustrative only and are not intended to identify and resolve all contractor organizational conflict of interest situations. (1) Example. The XYZ Corp., in response to a request for proposal (RFP), proposes to undertake certain analyses of a reactor component as called for in the RFP. The XYZ Corp. is one of several companies considered to be technically well qualified. In response to the inquiry in the RFP, the XYZ Corp. advises that it is currently performing similar analyses for the reactor manufacturer.

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

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



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

(3) Example. As a result of operating problems in a certain type of commercial nuclear facility, it is imperative that NRC secure specific data on various operational aspects of that type of plant so as to assure adequate safety protection of the public. Only one manufacturer has extensive experience with that type of plant. Consequently, that company is the only one with whom NRC can contract which can develop and conduct the testing programs required to obtain the data in reasonable time. That company has a definite interest in any NRC decisions that might result from the data produced because those decisions affect the reactor's design and thus the company's costs.

Guidance. This situation would place the manufacturer in a role in which its judgment could be biased in relationship to its work for NRC. Since the nature of the work required is vitally important in terms of NRC's responsibilities and no reasonable alternative exists, a waiver of the policy may be warranted. Any such waiver shall be fully documented and coordinated in accordance with the waiver provisions of this policy with particular attention to the establishment of protective mechanisms to guard against bias.

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

Guidance. A contract could be awarded to the ABC Co. provided that the contract stipulates that no information produced under the contract will be used in the contractor's private activities unless such information has been reported to NRC. Information which is reported to NRC by contractors will normally be disseminated by NRC to others so as to preclude an unfair competitive advantage that might otherwise accrue. When NRC furnishes information to the contractor for the performance of contract work, it shall not be used in the contractor's private activities unless such information is generally available to others. Further, the contract will stipulate that the contractor will inform the NRC contracting officer of all situations in which the information developed under the contract is proposed to be used.

(5) Example. The ABC Corp., in response to a RFP proposes to assemble a map showing certain seismological features of the Appalachian fold belt. In accordance with the representation in the RFP and §20-1.5403(b)(1)(i), ABC Corp. informs the NRC that it is presently doing seismological studies for several utilities in the Eastern United States but none of the sites are within the geographic area contemplated by the NRC study.

Guidance. The contracting officer would normally conclude that award of a contract would not place ABC Corp. in a conflicting role where its judgment might be biased. The work for others clause of §20-1.5405-1(c) would preclude ABC Corp. from accepting work during the term of the NRC contract which could create a conflict of interest.

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

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

#### §20-1.5404 Representation

(a) The following procedures are designed to assist the NRC contracting officer in determining whether situations or relationships exist which may constitute organizational conflicts of interest with respect to a particular offeror or contractor.

(b) Representation procedure. The following organizational conflicts of interest representation provision shall be included in all solicitations and unsolicited proposals for: (1) Evaluation services or activities; (2) technical consulting and management support services; (3) research; and (4) other contractual situations where special organizational conflicts of interest provisions are noted in the solicitation and would be included in the resulting contract. This representation requirement shall also apply to all modifications for additional effort under the contract except those issued under the "changes" clause. Where, however, a statement of the type required by the organizational conflicts of interest representation provision has previously been submitted with regard to the contract being modified, only an updating of such statement shall be required.



## ORGANIZATIONAL CONFLICTS OF INTEREST REPRESENTATION

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

The award to \_\_\_\_\_ of a contract or the modification of an existing contract does ( ) or does not ( ) involve situations or relationships of the type set forth in 41 CFR §20-1.5403(b)(1).

(c) Instructions to offerors. The following shall be included in all NRC solicitations: (1) If the representation as completed indicates that situations or relationships of the type set forth in 41 CFR §20-1.5403(b)(1) are involved, or the contracting officer otherwise determines that potential organizational conflicts exist, the offeror shall provide a statement in writing which describes in a concise manner all relevant facts bearing on his representation to the contracting officer. If the contracting officer determines that organizational conflicts exist, the following actions may be taken: (i) Impose appropriate conditions which avoid such conflicts, (ii) disqualify the offeror, or (iii) determine that it is otherwise in the best interest of the United States to seek award of the contract under the waiver provisions of §20-1.5411.

(2) The refusal to provide the representation required by §20-1.5404(b) or upon request of the contracting officer the facts required by §20-1.5404(c), shall result in disqualification of the offeror for award. The nondisclosure or misrepresentation of any relevant interest may also result in the disqualification of the offeror for award; or if such nondisclosure or misrepresentation is discovered after award, the resulting contract may be terminated. The offeror may also be disqualified from subsequent related NRC contracts and be subject to such other remedial actions provided by law or the resulting contract.

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

(e) The offeror's failure to execute the representation required by subsection (b) above with respect to invitation for bids will be considered to be a minor informality, and the offeror will be permitted to correct the omission.

§ 20-1.5405 Contract clauses

§ 20-1.5405-1 General contract clause



All contracts of the types set forth in §20-1.5404(b) shall include the following clauses:

(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 interest (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 herein shall apply to performance or participation by the contractor as defined in 41 CFR §20-1.5402(f) in the activities covered by this clause.

(c) Work for others. 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 who are employed full time under this contract and employees designated as key personnel, if any, under this contract abide by the provision of this clause. If the contractor believes with respect to itself or any such 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 prior to execution of such contractual arrangement.

(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, it does not have any organizational conflicts of interest, as defined in 41 CFR §20-1.5402(a).

(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 shall 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 for convenience if it deems such termination to be in the best interests of the government.

(e) Access to and use of information. (1) If the contractor in the performance of this contract obtains access to information, such as NRC plans, policies, reports, studies, financial plans, internal data protected by the Privacy Act of 1974 (Pub. L. 93-579), or data which has not been released to the public, the contractor agrees not to: (i) Use such information for any private purpose until the information has been released to the public; (ii) compete for work for the Commission based

on such information for a period of six (6) months after either the completion of this contract or the release of such information to the public, whichever is first, (iii) submit an unsolicited proposal to the government based on such information until one year after the release of such information to the public, or (iv) release the information without prior written approval by the contracting officer unless such 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 (Pub. L. 93-579), or other confidential or privileged technical, business, or financial information under this contract, the contractor shall treat such information in accordance with restrictions placed on use of the information.

(3) The contractor shall have, subject to patent and security provisions of this contract, 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 41 CFR §20-1.5402(h), the contractor shall include this clause, including this paragraph, in subcontracts of any tier. The terms "contract," "contractor," and "contracting officer," shall be appropriately modified to preserve the government's rights.

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

(h) Waiver. A request for waiver under this clause shall be directed in writing through the contracting officer to the Executive Director for Operations (EDO) in accordance with the procedures outlined in §20-1.5411.

#### §20-1.5405-2 Special contract provisions.

(a) If it is determined from the nature of the proposed contract that organizational conflicts of interest exist, the contracting officer may determine that such conflict can be avoided or after obtaining a waiver in accordance with §20-1.5411, neutralized through the use of an appropriate special contract provision. If appropriate, the offeror may negotiate the terms and conditions of these clauses, including the extent and time period of any such restriction. These provisions include but are not limited to:



(1) Hardware exclusion clauses which prohibit the acceptance of production contracts following a related nonproduction contract previously performed by the contractor;

(2) Software exclusion clauses;

(3) Clauses which require the contractor (and certain of his key personnel) to avoid certain organizational conflicts of interest; and

(4) Clauses which provide for protection of confidential data and guard against its unauthorized use.

(b) The following additional contract clause may be included as section (i) in the clause set forth in § 20-1.5405-1 when it is determined that award of a follow-on contract would constitute an organizational conflict of interest.

(i) Follow-on effort. (1) The contractor shall be ineligible to participate in NRC contracts, subcontracts, or proposals therefor (solicited or unsolicited) which stem directly from the contractor's performance of work under this contract. Furthermore, unless so directed in writing by the contracting officer, the contractor shall 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 such products or services.

(2) If the contractor under this contract prepares a complete or essentially complete statement of work or specifications, the contractor shall be ineligible to perform or participate in the initial contractual effort which is based on such statement of work or specifications. The contractor shall not incorporate its products or services in such statement of work or specifications unless so directed in writing by the contracting officer, in which case the restriction in this subparagraph shall not apply.

(3) Nothing in this paragraph shall preclude the contractor from offering or selling its standard commercial items to the government.

#### § 20-1.5406 Evaluation, findings, and contract award

The contracting officer will evaluate all relevant facts submitted by an offeror pursuant to the representation requirements of § 20-1.5404(b) and other relevant information. After evaluating this information against the criteria of § 20-1.5403, a finding will be made by the contracting officer whether organizational conflicts of interest exist with respect to a particular offeror. If it has been determined that conflicts of interest exist, then the contracting officer shall either:

(a) Disqualify the offeror from award,



(b) Avoid or eliminate such conflicts by appropriate measures; or

(c) Award the contract under the waiver provision of §20-1.5411.

§20-1.5407 Conflicts identified after award.

If potential organizational conflicts of interest are identified after award with respect to a particular contractor, the contracting officer determines that such conflicts do, in fact, exist and that it would not be in the best interests of the government to terminate the contract as provided in the clauses required by §20-1.5405, the contracting officer will take every reasonable action to avoid, eliminate, or, after obtaining a waiver in accordance with §20-1.5411, neutralize the effects of the identified conflict.

§20-1.5408 (Reserved)

§20-1.5409 (Reserved)

§20-1.5410 Subcontracts

The contracting officer shall require offerors and contractors to submit a representation statement in accordance with §20-1.5404(b) from subcontractors and consultants. The contracting officer shall require the contractor to include contract clauses in accordance with §20-1.5405 in consultant agreements or subcontracts involving performance of work under a prime contract covered by this subsection.

§20-1.5411 Waiver

In the first instance, determination with respect to the need to seek a waiver for specific contract awards shall be made by the contracting officer with the advice and concurrence of the program office director and the Office of Executive Legal Director. Upon the recommendation of the contracting officer, and after consultation with the Office of the General Counsel, the EDO may waive the policy in specific cases if he determines that it is in the best interest of the United States to do so.

Such action shall be strictly limited to those situations in which:

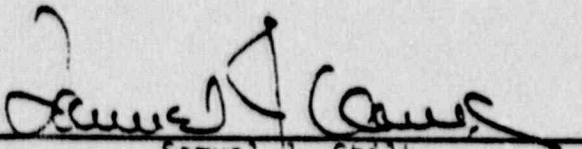
- (1) The work to be performed under contract is vital to the NRC program;
- (2) the work cannot be satisfactorily performed except by a contractor whose interests give rise to a question of conflict of interest; and (3) contractual and/or technical review and supervision methods can be employed by NRC to neutralize the conflict. For any such waivers, the justification and approval documents shall be placed in the Public Document Room.

620-1.5412 Remedies

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

Dated at Washington, D.C. this 27th day of March 1979.

For the Nuclear Regulatory Commission

  
\_\_\_\_\_  
Samuel J. Chilk  
Secretary of the Commission

Form NRC-489  
(1-76)U. S. NUCLEAR REGULATORY COMMISSION  
NRC MANUAL  
TRANSMITTAL NOTICECHAPTER NRC-3202 PUBLICATION OF TECHNICAL REPORTS PREPARED BY NRC  
CONTRACTORS, INCLUDING REPORTS PREPARED UNDER OR  
PURSUANT TO INTERAGENCY AGREEMENTS

## SUPERSEDED:

	Number	Date
Chapter	<u>NRC-3202</u>	<u>4/29/82</u>
Page	<u>                    </u>	<u>                    </u>
	<u>                    </u>	<u>                    </u>
Appendix	<u>NRC-3202</u>	<u>4/29/82</u>

## TRANSMITTED:

	Number	Date
TN	<u>3200-21</u>	<u>                    </u>
Chapter	<u>NRC-3202</u>	<u>8/29/84</u>
Page	<u>                    </u>	<u>                    </u>
	<u>                    </u>	<u>                    </u>
Appendix	<u>NRC-3202</u>	<u>8/29/84</u>

## REMARKS:

This revision of Chapter 3202 expands the chapter from coverage of unclassified reports to include the marking and handling of sensitive unclassified information (Official Use Only and Limited Official Use Information, Safeguards Information, Proprietary Information) and classified information (Top Secret, Secret, and Confidential). A section has also been added to set forth procedures for the handling of unclassified reports on NRC cooperative programs with foreign governments and organizations and with U.S. industry.



SOLICITATION, OFFER AND AWARD

1. This contract is a rated order under DPAS(15 CFR 350) RATING:

2. CONTRACT NO.	3. SOLICITATION NO. RS-NRR-89-027	4. TYPE OF SOLICITATION ( ) SEALED BID (IFB) (X) NEGOTIATED (RFP)
5. DATE ISSUED April 25 1989	5. REQUISITION/PURCHASE REQ. NO. NRR-89-027	
7. ISSUED BY U.S. Nuclear Regulatory Commission Div. of Contracts & Property Mgmt. Contract Neg. Branch No. 1, P-1020 Washington, DC 20555	8. ADDRESS OFFER TO (If other than Item 7) Offer must be addressed as shown in Item 7. Handcarried offers (including Express Mail) must be delivered to the address in Item 9	

NOTE: In sealed bid solicitations, "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and 1 signed copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in Room 1011, 7920 Norfolk Avenue, Bethesda, MD 20814, until 2:00 p.m., local time, on May 25, 1989. Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-10. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME: Teresa McLearn	B. TELEPHONE NO. (Include Area Code) (NO COLLECT CALLS) (301) 492-4290
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OFFER (Must be fully completed by offeror)

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

SOLICITATION, OFFER AND AWARD

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 90 calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)  
 10 CALENDAR DAYS 0%    20 CALENDAR DAYS     %    30 CALENDAR DAYS     %         CALENDAR DAYS     %

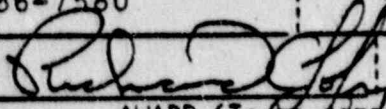
14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:

AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
---------------	------	---------------	------

None received as of 5/22/89.

15A. NAME AND ADDRESS OF OFFEROR	CODE : <u>    </u> DUNS # 07-115-1294 PARAMETER, Inc. 13380 Watertown Plank Road Elm Grove, WI 53122	FACILITY : <u>    </u>	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) Richard A. Lofy, President
----------------------------------	--	------------------------	---

15B. TELEPHONE NO. (Include Area Code) (414) 786-7580	15C. CHECK IF REMITTANCE ADDRESS IS ( ) DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE
--	--

17. SIGNATURE:  18. OFFER DATE: 5/22/89

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED :      20. AMOUNT :      21. ACCOUNTING AND APPROPRIATION :     

22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:  
 ( ) 10 U.S.C. 2304(c)( )    ( ) 41 U.S.C. 253(c)( )

23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) :      ITEM

24. ADMINISTERED BY (If other than Item 7)	CODE : <u>    </u>	25. PAYMENT WILL BE MADE BY CODE : <u>    </u> U.S. Nuclear Regulatory Commission Division of Accounting and Finance GOV/COM Accounting Section Washington, DC 20555
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26. NAME OF CONTRACTING OFFICER (Type or Print)	27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	28. AWARD DATE
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IMPORTANT - Award will be made on this Form or on Standard Form 26, or by other authorized official written notice.

EXCEPTION TO STANDARD FORM 33 (REV. 4-85)



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**OFFERORS/BIDDERS PLEASE NOTE:**

An (\*) means the information is to be incorporated into any resultant contract.



PART I - THE SCHEDULE

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SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

---

B.1 BRIEF DESCRIPTION OF WORK (MAR 1987)  
ALTERNATE I (JUNE 1988)

a. Brief description of work:

The Contractor shall provide technical assistance in the fields of electrical power systems, instrumentation and controls, mechanical systems, mechanical components, civil/structural engineering, nuclear plant operations, and nuclear plant testing and maintenance to assist NRC inspection teams in the performance of nuclear power plant operations, modifications, and maintenance inspections.

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

(End of Clause)

B.2 CONSIDERATION AND OBLIGATION--TASK ORDERS (JUNE 1988)

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

b. The amount presently obligated with respect to this contract is \$ \_\_\_\_\*. This obligated amount represents the designated minimum 3.2 staff years of effort for years 1 through 3 of contract performance (See Clause I.11). The Contracting Officer shall issue orders for work up to the minimum 3.2 staff years of effort. Thereafter, funds will be obligated on each individual Task Order issued hereunder.

c. A total estimated cost and fee, if any, will be negotiated for each task order and will be incorporated as a ceiling in the resultant task order. However, a ceiling fee of \* % is hereby established for task orders issued under this contract. The Contractor shall comply with the provisions of 52.232-20, Limitation of Cost for fully funded task orders, and 52.232-22, Limitation of Funds for incrementally funded task orders, issued hereunder.

(End of Clause)



SECTION C - DESCRIPTION/SPECIFICATION  
/WORK STATEMENT

---

C.1 STATEMENT OF WORK (MAR 1987)

C.1.1 Background

The NRC has a continuing need to examine nuclear power reactor operations, modifications and maintenance performance, programs and policies, and to provide measures to protect public health and safety, safeguard nuclear materials, and maintain environmental quality. A major method of doing this is through monitoring and inspection of applicant and licensee activities related to operations, modifications and maintenance at nuclear power plants. Because of the significance of safety aspects of licensee activities in these areas, the NRC must carefully monitor and inspect licensee facilities for compliance with the Code of Federal Regulations, Title 10, Part 50, "Domestic Licensing of Production and Utilization Facilities", with emphasis on the following sections:

- 10 CFR 50.54 - Conditions of licenses
- 10 CFR 50.55 - Conditions of construction permits
- 10 CFR 50.57 - Issuance of operating license
- 10 CFR 50.59 - Changes, tests and experiments
- 10 CFR 50.90 - Application for amendment of license or construction permit
- 10 CFR 50, Appendix A - General Design Criteria for Nuclear Power Plants
- 10 CFR 50, Appendix B - Quality Assurance Criteria for Nuclear Power Plants and Fuel Reprocessing Plants.

The NRC Office of Nuclear Reactor Regulation (NRR) requires specialized technical assistance to support its activities related to the review and inspection of nuclear power plant operations, modifications, and maintenance of near term and operating reactors. The types of reviews and inspections considered within the scope of this procurement shall include the full spectrum of NRC operations, modifications, and maintenance inspections including, but not limited to, the following: Safety System Functional Inspections (SSFI) to examine selected safety systems that have been modified since issuance of the operating license to



verify that the systems will perform their intended safety functions; Safety System Outage Modification Inspections (SSOMI) to evaluate the adequacy of plant modifications as well as the manner in which modifications are installed and tested; and Operational Safety Team Inspections (OSTI) to review plant operational programs, including maintenance, operations, surveillance testing, corrective actions, management oversight, and safety reviews with emphasis on observation of control room and surveillance activities. Other operations, modifications, or maintenance inspections or similar reviews of equivalent complexity resulting from changes to the NRC inspection program or specialized needs, e.g., in response to an unanticipated event, may be assigned under this contract.

#### C.1.2. Contract Objectives

The objective of this procurement is to obtain expert technical assistance in the fields of electrical power systems, instrumentation and controls, mechanical systems, mechanical components, civil and structural engineering, nuclear plant operations, and nuclear plant testing and maintenance to assist NRC inspection teams in the performance of nuclear power plant operations, modifications, and maintenance inspections and related activities. One or more types of expertise may be requested for a particular inspection.

The objectives of the inspections covered by this procurement are to gain assurance that nuclear power plant operations, modifications and maintenance activities comply with NRC regulatory requirements and licensee commitments, and result in a facility whose safety systems and operating procedures function as intended. Identification of lessons learned from these inspections, including assistance in the preparation of proposed generic communications, is considered within the scope of this procurement.

#### C.1.3 Work Requirements

This is a task order contract under which task orders will be issued by the NRC Contracting Officer at the sole option of the NRC.

The scope of work involves furnishing any or all of the technical disciplines required for the performance of operations, modifications and maintenance inspections or to review related applicant/licensee activities as described herein. Operations, modifications and maintenance inspections may be performed at any commercial nuclear power plant in the United States.

In response to task orders issued by the NRC Contracting Officer, the contractor shall provide, as requested, the qualified personnel, facilities, test/inspection equipment, materials, and services required to assist the NRC staff conduct approximately 16 operations, modifications and maintenance

inspections and design reviews annually at reactor construction sites, operating reactor sites, utility offices, architect-engineering offices, and vendor facilities. Included in this technical assistance is assistance in follow-up of generic activities related to operations, modifications and maintenance inspections and the operations, modifications and maintenance portion of special team and other NRC inspections, such as Operational Safety Team Inspections (OSTI), Safety Systems Outage Modifications Inspections (SSOMI), and Safety System Functional Inspections (SSF?).

The scope of the operations, modifications and maintenance inspection or review may be modified by the NRC to be responsive to unique conditions at a particular facility.

In the technical areas delineated in the individual task order statements of work, contractor specialists will be responsible for assisting the NRC staff in the performance of technical work including, but not limited to:

- (a) Reviewing background information.
- (b) Selecting the plant aspects to be reviewed during the inspection.
- (c) Reviewing implementation effectiveness of quality assurance and quality control programs.
- (d) Performing and documenting operations, modifications, maintenance, and similar special inspections.
- (e) Reviewing the final report of applicant and licensee operations, modifications and maintenance quality assurance and quality control programs for accuracy, completeness, and acceptability.
- (f) Reviewing applicant and licensee responses to NRC operations, modifications, and maintenance inspection findings and concerns, and providing written evaluations of the responses.
- (g) Reviewing any additional information (not covered above) necessary to evaluate the operations, modifications, and maintenance aspects of the subject facility or to close-out inspection and review findings and concerns.
- (h) Providing expert testimony on problems, issues, and allegations at public hearings which result from operations, modifications and maintenance inspections and reviews.
- (i) Documenting the results of operations, modifications and maintenance inspections and reviews and other



assignments from the NRC Project Officer.

- (j) Providing technical assistance to NRC in the development and compilation of information and technical data (including inspections, meetings and document reviews at operating reactor sites and other locations) pertaining to operations, modifications, and maintenance activities of various types, and to related activities of licensees and others involved.
- (k) Providing assistance to NRR in the development of requirements and criteria for NRC programs and procedures for inspection and other work pertaining to operations, modifications, and maintenance.
- (l) Providing assistance to NRR in the preparation of procedures or program documents related to nuclear power plant operations, modifications, and maintenance.
- (m) Developing and conducting training programs for inspectors performing NRC activities related to nuclear power plant operations, modifications, and maintenance.
- (n) Providing assistance in conducting studies and reviews of licensee procedures, plans, and techniques to be employed in plant operations, modifications, and maintenance.
- (o) Providing assistance in the performance of inspections and analyses to determine causes of problems related to plant operations, modifications and maintenance. Evaluating corrective actions by licensees to avoid recurrence.
- (p) Performing and observing technical tests and analyses as required.
- (q) Preparing and providing reports and documents, and attending conferences as required by the NRC.

## C.2 MEETINGS AND TRAVEL

Each task order will specify any required travel to nuclear power plant sites throughout the United States; NRC offices in Rockville, MD; NRC Regional Offices; and any other locations required for performance of the work detailed in the task order statement of work.

A minimum of two oral briefings per year by the contractor will be held at NRC Headquarters, Rockville, Maryland, with the Project Officer to review contractor progress and performance. In addition, up to four progress review meetings will be held by the



Project Officer in the contractor's home office annually.

(End of Clause)

C.3 TRAVEL APPROVALS (MAR 1987)

a. All domestic travel requires the prior approval of the Project Officer.

b. All foreign travel must be approved in advance by the NRC on NRC Form 445 and shall be in compliance with 52.247-63 Preference For U.S. Flag Air Carriers. Such approval will be communicated in writing through the Contracting Officer.

(End of Clause)

**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 insure 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.

(End of Clause)

**SECTION E - INSPECTION AND ACCEPTANCE**

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**E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

NOTICE: The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

**FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)**

NUMBER	DATE	TITLE
52.246-5	APR 1984	INSPECTION OF SERVICES-- COST-REIMBURSEMENT



SECTION F - DELIVERIES OR PERFORMANCE

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

NOTICE: The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

## FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
--------	------	-------

52.212-13	APR 1984	STOP-WORK ORDER ALTERNATE I (APR 1984)
-----------	----------	--

F.2 DURATION OF CONTRACT PERIOD (MAR 1987)  
ALTERNATE IV (JUNE 1988)

The ordering period for this contract shall commence on \_\_\_\*\_\_\_ and will expire on \_\_\_\*\_\_\_. Any orders issued during this period shall be completed within the time specified in the order, unless otherwise specified herein. (See 52.216-18 - Ordering.) The term of this contract may be extended at the option of the Government for an additional two 12-month periods.

(End of Clause)

## F.3 REPORTS, DOCUMENTATION AND OTHER DELIVERABLE END ITEMS

The reports listed below shall be prepared in accordance with NRC Manual Chapter 3202 (Attachment 3) unless otherwise specified in the individual task order statements of work.

## F.3.1 TECHNICAL REPORTING REQUIREMENTS

Unless otherwise specified in the individual task order statement of work, technical reports shall include (for each inspection):

- (a) Input to the detailed inspection plan in a format to be provided by the NRC team leader during the inspection.
- (b) Daily reports to the NRC team leader during the course of the on-site inspection in a format to be provided by the team leader. All pertinent information shall be discussed with the team leader on a timely basis.
- (c) A draft and final inspection report input that documents the contractor's inspection activities, efforts, and findings. This report input shall be in a format to be provided by the

NRC team leader. As a minimum the report shall include the following:

- identity of the individuals (name, company, and title) that furnished information to the contractor during the inspection;
  - for all areas inspected, a brief description of the contractor's activities and general findings and conclusions reached regarding the adequacy of each area, with technical bases;
  - for all areas with concerns, a detailed discussion substantiating the bases for the concerns and the inadequacies in each area.
- (d) A draft of the inspection report input shall be provided to the NRC team leader at the conclusion of the inspection (prior to the exit meeting with the licensee).
- (e) The final inspection report input shall be delivered no later than ten working days after completion of the inspection. THE ORIGINAL AND ONE COPY OF THE FINAL INSPECTION REPORT INPUT SHALL BE DELIVERED TO THE NRC PROJECT OFFICER. Copies of the report shall be delivered to the NRC team leader; the NRC contract administrator; and the Chief, Special Inspection Branch, NRR. Deliveries shall be at the places of delivery specified in Section F.4.

In addition to the hard copies of the final inspection report input, the contractor shall provide an electronic copy of the report to the NRC team leader as IBM PC compatible software (DisplayWrite 3 or DisplayWrite 4 or other mutually agreeable IBM PC compatible word processing software).

- (f) The contractor shall identify the NRC Financial Identification Number (FIN), the task order number and title, the NRC TAC or inspection report number, and the facility name and docket number on the cover page of each report and each report transmittal letter delivered under this contract.

### F.3.2 MONTHLY PROGRESS REPORT

A monthly progress report shall be delivered by the 15th of each month to the NRC Project Officer (original and one copy) at the place of delivery specified in Section F.4, Place of Delivery, with a copy to each of the following at the place of delivery specified in Section F.4:

- Director, Division of Reactor Inspection and Safeguards, Office of Nuclear Reactor Regulation
- Chief, Special Inspection Branch, Office of Nuclear Reactor Regulation



- Chief, Technical Assistance Management Section, Office of Nuclear Reactor Regulation
- Chief, Administrative Contracts Branch, Division of Contracts and Property Management, Office of Administration.
- Licensee Fee Coordinator, Planning and Resource Analysis Section, Office of Nuclear Reactor Regulation.

Each report shall identify the contract number and title; the FIN number(s); the period of performance; the task order numbers and titles; the Project Officer; the NRC team leaders and lead engineers identified in the individual task orders; and the reporting period, and shall contain the following sections:

1. Task Order Status Sections

- a. A discussion of the efforts completed during the period; milestones reached, or if missed, an explanation provided.
- b. Any problems or delays encountered or anticipated and recommendations for resolution. If the recommended resolution requires a task order modification, i.e., change in work requirements, level of effort (costs), or period of performance, a separate letter shall be prepared and submitted to the NRC Project Officer with copies to Chief, Technical Assistance Management Section, and the contract administrator.
- c. A summary of progress to date expressed in terms of percentage completion for the project.
- d. Planned accomplishments for the next reporting period.
- e. Preliminary or interim results, conclusions, trends, and other information that the contractor feels are of timely interest.

2. Financial Status Section

For each task order, provide the total direct staff use and the amount of funds expended (costed) during the period, total cumulative government fiscal year to date, and total cumulative to date in the following categories.

	Current Month	Fiscal Year to Date	Cumulative to Date
I. Direct Staff Effort (hours of charged effort)	XX	XX	XX



II. Direct Salaries	\$ XX	\$ XX	\$ XX
Materials and Services (excluding ADP)	XX	XX	XX
ADP Support	XX	XX	XX
Subcontracts	XX	XX	XX
Travel	XX	XX	XX
Indirect labor Cost	XX	XX	XX
Other (specify)	XX	XX	XX
General and Administrative Expense	XX	XX	XX
	---	---	---
 Total Costs	 \$ XX	 \$ XX	 \$ XX
 Percentage of available funds costed		XX%	

III. Funding Status:

Provide the prior year carryover, the current fiscal year funding level as reflected in the task order, funds received to date for the current fiscal year, and the balance of funding needed for the current fiscal year as follows:

Prior FY Carryover	FY Projected Funding Level	FY Funds Rec'd to Date	FY Funding Bal. Needed
-----	-----	-----	-----
\$ XX	\$ XX	\$ XX	\$ XX

3. License Fee Recovery Cost Status Section

Pursuant to the provisions of NRC Regulation 10 CFR 170, provide the total amount of funds expended (costed) during the period and cumulative to date for each task (e.g., by facility or report), and report them on a separate page as part of this report in the following format:

FIN:  
TITLE:  
PERIOD:

Facility Name/ Report Title	Docket Number	Report or TAC Number	Costs per Period	Cummulative Costs This Fiscal Year
-----	-----	-----	-----	-----

Task 1

Task n

If a task under this contract is relevant and common to several

other tasks, as defined below, and the common effort is required in order to perform the reviews, the costs for the common effort must be prorated to each review to which it applies.

Common costs are license fee-recoverable costs for services necessary for overall task performance that benefit all similar licensees within a single task order. These common costs shall be reported in the monthly status report as a single line item for each applicable task order and accrued on a monthly basis. Common costs include the following: preparatory or startup efforts to interpret and reach agreement on methodology, approach, acceptance criteria, regulatory position, or report format; efforts associated with the "lead plant" concept that might be involved during the first one or two plant reviews as estimated by the contractor; meetings/discussions involving the above efforts to provide orientation, background knowledge, or guidance at the beginning or during the performance of work; and any technical effort applied to a category of facilities, e.g., reactor analyses or all BWR facilities. At task completion or the end of the fiscal year, whichever occurs first, cumulative common costs are to be apportioned by the contractor to affected licensees by either of the following methods: (1) equally to all licensees, or (2) in proportion to costs incurred during the apportioning period. The specific method will be determined by the NRC Project Officer.

#### 4. Work for Others Section

Provide a summary listing of any current or potential work for any utility subject to NRC's regulatory authority that are the same as, or substantially similar to, the services to be performed under the scope of work for this contract that were submitted as required by paragraph 2, Section H.6.

The format and content of the monthly reports is subject to the NRC Project Officer's review and approval.

#### F.3.3 OTHER REPORTS

Other required deliverables may include (1) a written plan of technical assistance efforts to be submitted prior to the review or inspection, (2) a summary report of lessons learned from the various operations, modifications and maintenance inspections and reviews, (3) a draft of proposed NRR information notice, or (4) other reports deemed necessary by the Project Officer and specified in the individual task order statements of work.

#### F.4 PLACE OF DELIVERY

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

U. S. Nuclear Regulatory Commission  
Attn: \_\_\_\_\_, Project Officer  
Office of Nuclear Reactor Regulation

Planning, Program, and Management Support Branch  
Mail Stop OWFN 11-H-22  
Washington, DC 20555

Copies shall be delivered, with all transportation charges paid by the contractor, to the following addresses, as required:

- (a) U. S. Nuclear Regulatory Commission  
Attn: \_\_\_\_\_, Contracting Officer  
Division of Contracts and Property Management  
Mail Stop \*  
Washington, DC 20555
- (b) U.S. Nuclear Regulatory Commission  
Director, Division of Reactor Inspection and Safeguards  
Office of Nuclear Reactor Regulation  
Mail Stop \*  
Washington, DC 20555
- (c) U.S. Nuclear Regulatory Commission  
Chief, Special Inspection Branch  
Office of Nuclear Reactor Regulation  
Mail Stop \*  
Washington, DC 20555
- (d) U.S. Nuclear Regulatory Commission  
Attn: \_\_\_\_\_, Licensee Fee Coordinator  
Office of Nuclear Reactor Regulation  
Planning, Program, and Management Support Branch  
Mail Stop \*  
Washington, DC 20555
- (e) The identities and locations of the individual NRC team leaders and lead engineers will be identified in the individual task order statements of work.

Changes to this distribution list during the period of this contract will be provided to the contractor by either the NRC Contracting Officer or the NRC Project Officer.



SECTION G - CONTRACT ADMINISTRATION DATA

G.1 INDIRECT COST RATES (JUNE 1988)

a. Pending the establishment of final indirect rates which shall be negotiated based on audit of actual costs, the Contractor shall be reimbursed for allowable indirect costs as follows:

—\*—

The Contracting Officer may adjust the above rates as appropriate during the term of the contract upon acceptance of any revisions proposed by the Contractor. It is the Contractor's responsibility to notify the Contracting Officer in accordance with 52.232-20 - Limitation of Cost or 52.232-22 - Limitation of Funds, as applicable, if such change(s) affect(s) performance of work within the established cost or funding limitations.

(End of Clause)

G.2 PROJECT OFFICER AUTHORITY (JUNE 1988)

a. The Contracting Officer's authorized representative hereinafter referred to as the Project Officer for this contract is:

Name: —\*—

Address: —\*—  
—\*—  
—\*—  
—\*—  
—\*—  
—\*—  
—\*—

Telephone Number: —\*—

b. Performance of the work under this contract shall be 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, fills in details or otherwise serves to accomplish the contractual statement of work.
- 2) Provide advice and guidance to the Contractor in the preparation of drawings, specifications or technical portions of the work description.
- 3) Review and, where required by the contract, approval

of technical reports, drawings, specifications and technical information to be delivered by the Contractor to the Government under the contract.

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

- 1) Constitutes an assignment of additional 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 shall be issued in writing by the Project Officer or shall be confirmed by such person in writing within ten (10) working days after verbal issuance. A copy of said written direction shall 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 such person'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 c above, the Contractor shall not proceed but shall notify the Contracting Officer in writing within five (5) working days after the receipt of any such instruction or direction and shall request the Contracting Officer to modify the contract accordingly. Upon receiving such 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 shall be subject to 52.233-1 - Disputes.

1. In addition to providing technical direction as defined above, the Project Officer is responsible for:

- 1) Monitoring the Contractor's technical progress, including surveillance and assessment of performance, and recommending to the Contracting Officer changes in requirements.
- 2) Assisting the Contractor in the resolution of technical problems encountered during performance.
- 3) Reviewing all costs requested for reimbursement by the Contractor and submitting to the Contracting Officer recommendations for approval, disapproval, or suspension of payment for supplies and services required under this contract.

(End of Clause)

### G.3 TRAVEL REIMBURSEMENT (JUNE 1988) ALTERNATE I (JUNE 1988)

a. The Contractor is encouraged to use Government contract airlines, AMTRAK rail service, and discount hotel/motel properties in order to reduce the cost of travel under this contract. The Contracting Officer will, upon request, provide each additional traveler with a letter of identification which is required in order to participate in this program. The Federal Travel Directory (FTD) identifies carriers, contract fares, schedules, payment conditions, and hotel/motel properties which offer their services and rates to Government contractor personnel traveling on official business under this contract. The FTD, which is issued monthly, may be purchased from the U.S. Government Printing Office, Washington, DC 20402.

b. The Contractor will be reimbursed for reasonable domestic travel costs incurred directly and specifically in the performance of this contract. The cost limitations for travel costs are determined by the Federal Travel Regulations that are in effect on the date of the trip. These Regulations specify the daily maximum per diem rates for specific localities within the Conterminous United States (CONUS), the standard CONUS rate, the allowance for meals and incidental expenses (M&IE), the cost of travel by privately owned automobile, and the items which require receipts. A copy of the Regulations may be obtained from the Superintendent of Documents, Government Printing Office, Washington, DC 20402.

c. When the Government changes the Federal Travel Regulations, it is the responsibility of the Contractor to notify the Contracting Officer in accordance with the Limitation of Cost clause of this contract if the Contractor will be unable to make all of the approved trips and remain within the cost and fee limitations of this contract due to the changes.

d. The rates for foreign travel are established by the U.S. Department of State and are listed in a publication entitled "Maximum Travel Per Diem Allowances For Foreign Areas". Copies of



this publication may be obtained from the U.S. Government Printing Office, Washington, D.C. 20402.

(End of Clause)

G.4 REMITTANCE ADDRESS (MAR 1987)

If item 15C. of the Standard Form 33 has been checked, enter the remittance address below.

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(End of Clause)

G.5 ACCELERATED TASK ORDER PROCEDURES (JUNE 1988)

a. The NRC may require the Contractor to commence work before receipt of a definitized Task Order from the Contracting Officer. Accordingly, when the Contracting Officer verbally authorizes, the Contractor shall proceed with performance of the Task Order subject to the monetary limitation established for the Task Order by the Contracting Officer.

b. When this accelerated procedure is employed by the NRC, the Contractor agrees to begin promptly negotiating with the Contracting Officer the terms of a definitive Task Order and agrees to submit a cost proposal with supporting cost or pricing data. If agreement on a definitized Task Order is not reached by the target date mutually agreed upon by the Contractor and Contracting Officer, the Contracting Officer may determine a reasonable price and/or fee in accordance with Subpart 15.8 and Part 31 of the FAR, subject to Contractor appeal as provided in 52.233-1 - Disputes. In any event, the Contractor shall proceed with completion of the Task Order, subject only to the monetary limitation established by the Contracting Officer and the terms and conditions of the basic contract.

(End of Clau. )

## G. 6 TASK ORDERING PROCEDURES

Tasks orders for services under this contract shall be issued at the sole option of the NRC. NRC reserves the right to withdraw a proposed task order at any time prior to its formal award. Only Contracting Officers of the U. S. Nuclear Regulatory Commission may authorize the initiation of work under this contract. The provisions of this contract shall govern all task orders issued hereunder.

### 1. Request for Proposal

For each task order issued, the Contracting Officer will transmit to the contractor a written letter task order request for proposal that will specify all pertinent information regarding the work to be performed including the following, as applicable:

- a. Background
- b. Objectives
- c. Work Requirements
- d. Meetings and Travel
- e. Reporting Requirements
- f. Estimated Level of Effort
- g. Period of Performance
- h. Schedule
- i. Applicable Special Provisions
- j. NRC Furnished Materials

### 2. Contractor's Proposal

#### a. Technical Proposal

A technical proposal is not required unless specified in the task order request for proposal. If requested, the contractor shall provide a written technical task order proposal that includes the following:

- (1) A discussion of the scope of work requirements to substantiate the contractor's understanding of the requirements of the task order and the proposed method of approach to meet the objectives of the order.
- (2) If applicable, how any special provisions will be accommodated.

The contractor shall explicitly identify any proposed deviations from the task order statement of work whether a technical proposal is requested or not.

b. Key Personnel

For each task order request for proposal, the contractor shall identify all key personnel and the number of staff hours that will be committed to completion of work on the task order.

The contractor shall also include the resumes for all professional personnel proposed to be utilized in the performance of any resulting task order. Include educational background and specific pertinent work experience.

The contractor shall also identify the administrative support personnel and/or facilities that are needed to assist the professional personnel in completing work on any resulting task order.

c. Conflict of Interest Certification and Previous NRC Employees

The contractor shall provide a description of any former or current contractual and/or organization relationships of the offeror, its employees, consultants or subcontractor(s), with industries regulated by the NRC, e.g., nuclear utilities, architect engineers, reactor manufacturers, that might give rise to an apparent or actual organizational or personnel conflict of interest in the event of issuance of a particular task order.

The contractor shall submit the following certification with each task order proposal:

"I represent to the best of my knowledge and belief that award to \_\_\_\_\_ of Task Order \_\_\_\_\_'s to Contract \_\_\_\_\_ does / / or does not/ / involve situations or relationships of the types set forth in 41 CFR 20-1.5403(b)(1)."

The contractor shall also identify any current or former NRC employers who have been or will be involved, directly or indirectly, in developing the proposal, or in negotiating on behalf of the contractor, or in managing, administering, or performing any contracts, consultant agreements, or subcontract resulting from any resultant task order. Identify the name, title, and date any such individuals left NRC employ and describe these individuals proposed roles under the proposed task order.

d. Cost Proposal

For each task order request for proposal, the contractor shall submit a cost proposal by the date specified in the request utilizing Standard form 1411, Contract Pricing Proposal (Attachment 4). Each task order cost proposal shall be fully supported by cost and pricing data adequate to establish the reasonableness of the proposed amounts, including:



1. Direct labor by categories, quantity of hours and applicable hourly rates and extensions thereof.
2. Indirect cost rates, bases, and extensions thereof.
3. Itemized material costs, when applicable.
4. Itemized travel costs, when applicable.
5. Total estimated cost.

When the contractor's estimated cost for the proposed task order exceeds \$100,000 and the period of performance exceeds six months the Contractor is required to submit a Spending Plan as part of its cost proposal. Guidance for completing the Spending Plan will be provided with the task order request for proposal.

The contractor's proposal shall be delivered to the NRC Contracting Officer with a copy to the NRC Project Officer.

### 3. Task Order Award

Following negotiation of the contractor's task order proposal, the NRC Contracting Officer will issue a formal, definitized task order to include the following as applicable:

- a. Cost Ceiling
- b. Period of Performance
- c. Statement of Work that includes all pertinent information as specified under Section G.6.1, above.
- d. Name of NRC Team Leader or Lead Engineer.

(End of Clause)

SECTION H - SPECIAL CONTRACT REQUIREMENTS

## H.1 KEY PERSONNEL (JUNE 1988)

a. The following individuals are considered to be essential to the successful performance of the work hereunder.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The Contractor agrees that such personnel shall not be removed from the contract work or replaced without compliance with paragraphs b and c hereof.

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 such personnel with personnel of at least substantially equal ability and qualifications.

c. All requests for approval of substitutions hereunder must be in writing and provide a detailed explanation of the circumstances necessitating the proposed substitutions. They must contain a complete resume for the proposed substitute and other information requested by the Contracting Officer to approve or disapprove the proposed substitution. The Contracting Officer will evaluate such requests and promptly notify the Contractor of his/her approval or disapproval thereof in writing.

d. If the Contracting Officer determines that:

1) 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

2) That the resultant reduction of effort would be so substantial as to impair the successful completion of the contract, 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.

(End of Clause)

#### H.2 SAFETY, HEALTH, AND FIRE PROTECTION (MAR 1987)

The Contractor shall take all reasonable precautions in the performance of the work under this contract to protect the health and safety of employees and of members of the public and to minimize danger from all hazards to life and property and shall comply with all applicable health, safety, and fire protection regulations and requirements (including reporting requirements) of the Commission and the Department of Labor. In the event that the Contractor fails to comply with these regulations or requirements, the Contracting Officer 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 order for resumption of work may be issued at the discretion of the Contracting Officer. The Contractor shall make no claim for an extension of time or for compensation or damages by reason of or in connection with such work stoppage.

(End of Clause)

#### H.3 PRIVATE USE OF CONTRACT INFORMATION AND DATA (JUNE 1988)

Except as specifically authorized by this contract, or as otherwise approved by the Contracting Officer, information and other data developed or acquired by or furnished to the Contractor in the performance of this contract shall be used only in connection with the work under this contract.

(End of Clause)

#### H.4 DRAWINGS, DESIGNS, AND SPECIFICATIONS (JUN 1988)

All drawings, sketches, designs, design data, specifications, notebooks, technical and scientific data, and all photographs, negatives, reports, findings, recommendations, data and memoranda of every description relating thereto, as well as all copies of the foregoing relating to the work or any part thereto, are subject to inspection by the Commission at all reasonable times (for which inspection the proper facilities must be afforded the Commission by the Contractor and its subcontractors), are the property of the Government and may be used by the Government for any purpose whatsoever without any claim on the part of the Contractor and its subcontractors and vendors for additional compensation and must, subject to the right of the Contractor to retain a copy of the material for its own use, be delivered to the Government, or otherwise disposed of by the Contractor either as the Contracting Officer may from time to time direct during the progress of the work or in any event as the Contracting Officer shall direct upon completion or termination of this contract. The Contractor's right of retention and use is subject to the security, patent, and use of information provisions, if any, of this contract.

(End of Clause)



H.5 ORGANIZATIONAL CONFLICTS OF INTEREST  
(OMB CLEARANCE NUMBER 3150-0112) (M/R 1987)

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 41 CFR 20-1.5402(f) the activities covered by this clause.

c. Work for others. Notwithstanding any other provision of this contract, during the term of this contract, the Contractor agrees to forgo 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 believes 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 prior to execution of such contractual arrangement.

d. Disclosure after award.

1) The Contractor warrants 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 41 CFR 20-1.5402(a).

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.

e. Access to and use of information.

1) If the Contractor in the performance of this contract obtains access to information, such as NRC plans, policies, reports, studies, financial plans, internal data protected by the Privacy Act of 1974 (Pub. L. 93-579), or data which has not been released to the public, 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 (6) 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 (Pub. L. 93-579), 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) The Contractor shall have, subject to patent and security provisions of this contract, 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 41 CFR 20-1.5402(h), 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 through the Contracting Officer to the Executive Director for Operations (EDO) in accordance with the procedures outlined in 20-1.5411.

(End of Clause)

(End of Clause)

H.6 SPECIAL CONTRACTOR ORGANIZATIONAL CONFLICT OF INTEREST PROVISIONS

Your attention is directed to NRC's Contractor Organizational Conflict of Interest provisions specified in 41 CFR Subpart 20-1.54 set forth in Attachment No. 2 and in Clause H.5.

In order to assist the contractor in understanding and applying these provisions to the audit, inspection and review services specified under this contract, the following modifications are hereby made and incorporated into Section 20-1.5405-1, General Contract Clause, of Attachment No. 2 and into Clause H.5:

1. Add to paragraph (b), "Scope" the following sentence:

Except where a lesser limitation is stated, these provisions apply to the entire subject matter set forth in the scope of work for the entire period of contract performance, including any extensions, and are therefore not limited to the scope or duration of a particular task order.

2. Change paragraph (c), "Work for others" to (c)(1) and add new subparagraphs (c)(2) and (3) as follows:

(c)(2) The contractor shall not perform any services for any utility subject to NRC's regulatory authority that are the same as, or substantially similar to, the services contemplated under the scope of work for this contract without prior written approval of the NRC Contracting Officer.

(c)(3) The contractor shall not represent, assist, or otherwise support a utility undergoing an NRC audit, inspection, or review of any type, except where the utility requires the contractor's support to explain or defend the contractor's prior work for the utility which the NRC questions.

3. Add to paragraph (d) "Disclosure after award" a new subparagraph (d)(3) as follows:

(d)(3) Recognizing that the scope of work of this task order type contract necessarily encompasses a broad spectrum of activities, the contractor agrees that



It will disclose all proposed new work of any type involving utility sites or utility organizations subject to NRC's regulatory authority. Such disclosure shall be made prior to the submission of a bid or proposal to the utility whenever possible, and shall be received by NRC at least 15 days prior to the proposed award date in any event. The disclosure shall include the statement of work and any other documents that are needed to fully describe the proposed work for the regulated utility.

(End of Clause)

#### H.7 CONTRACTOR RESPONSIBILITY

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

(End of Clause)

#### H.8 GOVERNMENT FURNISHED EQUIPMENT/PROPERTY - NONE PROVIDED (JUN 1988)

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

PART II - CONTRACT CLAUSES

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SECTION I - CONTRACT CLAUSES

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I.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.202-1	APR 1984	DEFINITIONS
52.203-1	APR 1984	OFFICIALS NOT TO BENEFIT
52.203-3	APR 1984	GRATUITIES
52.203-5	APR 1984	COVENANT AGAINST CONTINGENT FEES
52.203-6	JUL 1985	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
52.203-7	OCT 1988	ANTI-KICKBACK PROCEDURES
52.215-1	APR 1984	EXAMINATION OF RECORDS BY COMPTROLLER GENERAL
52.215-2	APR 1988	AUDIT -- NEGOTIATION
52.215-22	APR 1988	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA
52.215-24	APR 1985	SUBCONTRACTOR COST OR PRICING DATA
52.215-31	SEP 1987	WAIVER OF FACILITIES CAPITAL COST OF MONEY
52.215-33	JAN 1986	ORDER OF PRECEDENCE
52.216-7	APR 1984	ALLOWABLE COST AND PAYMENT
52.216-8	APR 1984	FIXED FEE
52.219-8	JUN 1985	UTILIZATION OF SMALL BUSINESS CONCERNS AND SMALL DISADVANTAGED BUSINESS CONCERNS
52.219-9	APR 1984	SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS SUBCONTRACTING PLAN
52.219-13	AUG 1986	UTILIZATION OF WOMEN-OWNED SMALL BUSINESSES
52.220-3	APR 1984	UTILIZATION OF LABOR SURPLUS AREA CONCERNS
52.220-4	APR 1984	LABOR SURPLUS AREA SUBCONTRACTING PROGRAM
52.222-1	APR 1984	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES
52.222-3	APR 1984	CONVICT LABOR

Government deposits the order in the mail. Orders may be issued orally or by written telecommunications only if authorized in the Schedule.

(End of Clause)

### I.3 INDEFINITE QUANTITY (FAR 52.216-22) (APR 1984)

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

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

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

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

(End of Clause)

### I.4 OPTION TO EXTEND THE TERM OF THE CONTRACT--SERVICES (FAR 52.217-9) (APR 1984)

(a) The Government may extend the term of this contract by written notice to the Contractor within the time specified in the Schedule; provided, that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option provision.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.



**I.6 CLAUSES INCORPORATED BY REFERENCE**  
(FAR 52.252-2) (JUN 1986)

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.

(End of Clause)

**I.7 DRUG-FREE WORKPLACE (FAR 52.223-6)**

(a) Definitions. As used in this clause,

"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11-1308.15.

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession or use of any controlled substance.

"Drug-free workplace" means a site for the performance of work done in connection with a specific contract at which employees of the contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a contractor directly engaged in the performance of work under a Government contract.

"Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

(b) The Contractor, if other than an individual, shall --

(1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establish a drug-free awareness program to inform such

unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the performance of this contract.

(d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (b) and (c) of this clause may, pursuant to FAR 23.506, render the contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

(End of Clause)

### I.8 PROMPT PAYMENT (52.232-25) (APR 1989)

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

#### (a) Invoice Payments

(1) For purposes of this clause, "invoice payment" means a Government disbursement of monies to a Contractor under a contract or other authorization for supplies or services accepted by the Government. This includes payments for partial deliveries that have been accepted by the Government and final cost or fee payments where amounts owed have been settled between the Government and the Contractor.

(2) Except as indicated in subparagraph (a)(3) and paragraph (c) of this clause, the due date for making invoice payments by the designated payment office shall be the later of the following two events:

(1) The 30th day after the designated billing office has received a proper invoice from the Contractor.

(11) The 30th day after Government acceptance of supplies delivered or services performed by the Contractor. On a final invoice where the payment amount is subject to contract settlement actions, acceptance shall be deemed to have occurred on the effective date of the contract settlement. However, if the designated billing office fails to annotate the invoice with the actual date of receipt, the invoice payment due date shall be deemed to be the 30th day after the date the Contractor's invoice is dated, provided a proper invoice is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(3) The due date on contracts for meat and meat food products, contracts for perishable agricultural commodities, contracts for dairy products, edible fats or oils, and food products prepared from edible fats or oils, and contracts not requiring submission of an invoice shall be as follows:

notice of assignment).

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

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

(5) An interest penalty shall be paid automatically by the Government, without request from the Contractor, if payment is not made by the due date and the conditions listed in subdivisions (a)(5)(i) through (a)(5)(iii) of this clause are met, if applicable. An interest penalty shall not be paid on contracts awarded to foreign vendors outside the United States for work performed outside the United States.

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

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

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

(6) The interest penalty shall be the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date, except where the interest penalty is prescribed by other governmental authority. This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the Federal Register semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the invoice payment amount approved by the Government and be compounded in 30-day increments inclusive from the first day after the due date through the payment date. That is, interest accrued at the end of any 30-day period will be added to the approved invoice payment amount and be subject to interest penalties if not paid in the succeeding 30-day period. If the designated billing office failed to notify the contractor of a defective invoice within the periods prescribed in paragraph (a)(4) of this clause, then the due date on the corrected invoice will be adjusted by subtracting the number of days taken beyond the prescribed notification of defects period. Any interest penalty owed the Contractor will be based on this adjusted due date. Adjustments will be made by the designated payment office for errors in calculating interest penalties, if requested by the Contractor.

(1) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance shall be deemed to have occurred constructively on the 7th day (unless otherwise specified in this contract) after the Contractor delivered the



date the invoice amount is paid, that the agency pay such a penalty.

(b) Contract Financing Payments

(1) For purposes of this clause, "contract financing payment" means a Government disbursement of monies to a Contractor under a contract clause or other authorization prior to acceptance of supplies or services by the Government. Contract financing payments include advance payments, progress payments based on cost under the clause at 52.232-16, Progress Payments, progress payments based on a percentage or stage of completion (32.102(e)(1)) other than those made under the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts, or the clause at 52.232-10, Payments Under Fixed-Price Architect-Engineer Contracts, and interim payments on cost type contracts.

(2) For contracts that provide for contract financing, requests for payment shall be submitted to the designated billing office as specified in this contract or as directed by the Contracting Officer. Contract financing payments shall be made on the (insert day as prescribed by Agency head; if not prescribed, insert 30th day) day after receipt of a proper contract financing request by the designated billing office. In the event that an audit or other review of a specific financing request is required to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the due date specified.

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

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

(c) 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.

(End of Clause)

I.9 DISCOUNTS FOR PROMPT PAYMENT (52.232-8) (APR 1989)

(a) Discounts for prompt payment will not be considered in the evaluation of offers. However, any offer discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the offeror. As an alternative to offering a prompt payment discount in conjunction with the offer, offerors awarded contracts may include prompt payment discounts on individual invoices. (b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the date on which an electronic funds transfer was made. (End of Clause)

(d) The documents furnishing the information required in this clause must be dated and contain the signature, title, and telephone number of the Contractor official authorized to provide it, as well as the Contractor's name and contract number

(e) Contractor failure to properly designate a financial institution or to provide appropriate payee bank account information may delay payments of amounts otherwise properly due.

(End of Clause)

#### I.11 MINIMUM AND MAXIMUM ORDERS

(a) During the base three-year period of performance of this contract, the Government will place orders totaling a minimum of 3.2 staff years of effort (6400 hours). Total orders placed during this base three-year period will not exceed 45 staff years of effort (90,000 hours). Should the Government exercise the two one-year options provided for in this contract, the Government will place orders totaling a minimum of 1.7 staff years of effort (3400 hours) for each of the option years and a maximum number of orders not to exceed 15 staff years of effort (30,000 hours) for each of the option years. For the purposes of this contract, a staff year is defined as 2000 hours per year of both professional and non-professional labor.

(b) Notwithstanding paragraph (a) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (a) above, unless that order(s) is returned to the ordering office within 10 days after issuance, with written notice stating the Contractor's intent not to accept the order and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

(REVISED - 7/88)

**BILLING INSTRUCTIONS FOR NRC COST-TYPE CONTRACTS**

**General.** The contractor shall submit vouchers for cost-reimbursement in the manner and format described herein and as illustrated in the sample voucher.

**Number of Copies.** An original and three copies should be mailed to:

US Nuclear Regulatory Commission  
Division of Accounting and Finance  
ATTN: GOV/COM Accounts Section  
Washington, DC 20555

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

**Form.** Claims shall be submitted in the format depicted on the attached sample entitled "Voucher for Purchases and Services Other Than Personal." Additional copies of the form are available from the Contracting Officer. The instructions for preparation and itemization of the voucher are shown on the form.

**Task Ordering Contracts.** The contractor shall provide detailed cost information for each task order with each invoice submission. This includes all applicable cost elements discussed in paragraphs (h) through (o) of the attached instructions, together with appropriate supporting information.

**Billing of Costs 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.

**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 invoices paid under the contract may not exceed the total U.S. dollars authorized in the contract.

**Supersession.** These instructions supersede all previous billing instructions.



**VOUCHERS FOR PURCHASES AND SERVICES OTHER THAN PERSONAL**

Payer's Name and Address  
 U.S. Nuclear Regulatory Commission  
 Division of Accounting and Finance  
 ATTN: GOV/COM Accounts Section  
 Washington, DC 20555

Payee's Name and Address  
  
 Individual to Contact  
 Regarding This Voucher:  
 Name: \_\_\_\_\_  
 Tel. No.: \_\_\_\_\_

(a) Contract Number \_\_\_\_\_  
 Task Order No. (If Applicable) \_\_\_\_\_  
 (b) Title of Project \_\_\_\_\_  
 \_\_\_\_\_  
 (c) Voucher Number \_\_\_\_\_  
 (d) Date Voucher Prepared \_\_\_\_\_  
 (e) Total Estimated Cost of Contract \_\_\_\_\_  
 \_\_\_\_\_  
 (f) Total Fixed-Fee \_\_\_\_\_

(g) This voucher represents reimbursable costs from \_\_\_\_\_ thru \_\_\_\_\_

	<u>Amount Billed</u>	
	(k) <u>Current Period</u>	(l) <u>Inception to Date</u>
(h) <b>Direct Costs</b>		
(1) Direct Labor *	_____	_____
(2) Fringe Benefits @ _____% (if computed as percentage)	_____	_____
(3) Capitalized Nonexpendable Equipment *	_____	_____
(4) Materials, Supplies and Noncapitalized Equipment *	_____	_____
(5) Premium Pay	_____	_____
(6) Consultants *	_____	_____
(7) Travel - Domestic *	_____	_____
Foreign *	_____	_____
(8) Subcontract *	_____	_____
(9) Other Costs *	_____	_____
Total Direct Costs	_____	_____
(i) <b>INDIRECT COSTS</b>		
A) Overhead _____% of _____ (Indicate Base)	_____	_____
Subtotal	_____	_____
B) General & Administrative Expense _____% of Cost Elements Nos. _____	_____	_____
Total Costs	_____	_____
(j) FIXED-FEE EARNED (Formula)	_____	_____
(m) Total Amounts Claimed	_____	_____
(n) Adjustments	_____	_____
Outstanding Suspensions	_____	_____
(o) Grand Totals	_____	_____
* (REQUIRES SUPPORTING INFORMATION.) (SEE ATTACHED.)		

INSTRUCTIONS FOR PREPARING COST  
INFORMATION FOR NRC CONTRACTS

Preparation and Itemization of the Voucher. The contractor shall furnish the information set forth in the explanatory notes below. These notes are keyed to the entries on the sample voucher.

Payor's Name and Address. Address the original voucher (with 3 copies) to: U.S. Nuclear Regulatory Commission, Division of Accounting and Finance, ATTN: GOV/COM Accounts Section, Washington, DC 20555

Any questions regarding vouchers yet to be paid by the NRC should be addressed to the Division of Accounting and Finance (301-492-8010). Any questions regarding vouchers for which payment has been received (either in full or partially with suspensions or disallowances) should be addressed to the Contracting Officer.

Payee's Name and Address. Show the name of the contractor as it appears in the contract and its correct address. When an approved assignment has been made by the contractor, or a different payee or addressee has been designated, insert the name and address of the payee. Indicate the individual responsible for answering any questions that the NRC may have regarding the invoice (name and phone number).

(a) Contract Number - Insert the NRC contract number.

Task Order No. (If Applicable) - Insert the task order number.

(b) Title of Project - List the full title of the project being performed under this contract.

(c) Voucher Number - Insert the appropriate serial number of the voucher beginning with 001 for this contract. Contractors may also include individual internal accounting numbers in addition to the three digit number.

(d) Date of Voucher - Insert the date the voucher is prepared.

(e) Contract Amount - Insert the total estimated cost of the contract, exclusive of fixed-fee.

(f) Fixed-Fee - Insert total fixed-fee (where applicable).

(g) Billing Period - Insert the beginning and ending dates (day, month, and year) of the period in which costs were incurred and for which reimbursement is claimed.

- (7) Travel - Domestic travel is travel within the United States, its territories, possessions, and Canada. It should be billed separately from foreign travel.

All costs associated with each trip must be shown in the format:

<u>Date</u>	<u>Traveler</u>	<u>Destination</u>	<u>Purpose</u>	<u>Cost</u>
<u>From</u>	<u>To</u>	<u>From</u>	<u>To</u>	\$

- (8) Subcontracts - Include separate detailed breakdown of all costs paid to approved subcontractors during the billing period.
- (9) Other - List all other direct costs by cost element and dollar amount separately.
- (i) Indirect Costs--Overhead - Cite the formula (rate and base) in effect during the time the cost was incurred and for which reimbursement is claimed.
- (j) 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. The contractor may bill for fixed-fee only up to 85% of total fee.
- (k) Amount Billed for Current Period - Insert the amount billed for the major cost elements, adjustments, and total amount for the period.
- (l) Cumulative Amount from Inception to Date of this Billing - Insert the cumulative amounts billed for the major cost elements and adjusted amounts claimed during this contract.
- (m) Total Amounts Claimed - Insert the total amounts claimed for the current and cumulative periods.
- (n) Adjustments - This includes cumulative amounts billed that have been suspended or disallowed.
- (o) Grand Totals



SAMPLE  
SUPPORTING INFORMATION

1) Direct Labor - \$2400

<u>Labor Category</u>	<u>Labor Hours Negotiated</u>	<u>Hours Billed</u>	<u>Rate</u>	<u>Total</u>	<u>Cumulative Hours Billed</u>
Senior Engineer I	2400	100	\$14.00	\$1400	975
Engineer	1500	50	\$10.00	\$500	465
Computer Analyst	700	100	\$5.00	\$500	320
				<u>\$2400</u>	

3) Direct Equipment

Spectrometer - General Electric (as approved in Property Schedule) \$5,000

4) Materials, Supplies & Other Expendable Items

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 3/6/82.)

6) Consultants' Fee

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

7) Travel

<u>Date</u>	<u>Traveler</u>	<u>Destination</u>	<u>Purpose</u>	<u>Costs</u>
<u>From</u> <u>To</u>		<u>From</u> <u>To</u>		
3/1/82   3/6/82	William King	Chicago, Wash., IL                    DC	Meeting with Project Officer	\$200

PART 20-1 -- GENERAL

Subpart 20-1.54--Contractor Organizational Conflicts of Interest

- Sec.
- 20-1.5401 Scope and policy.
- 20-1.5402 Definitions.
- 20-1.5403 Criteria for recognizing contractor organizational conflicts of interest.
- 20-1.5404 Representation.
- 20-1.5405 Contract clauses.
- 20-1.5405-1 General contract clause.
- 20-1.5405-2 Special contract provisions.
- 20-1.5406 Evaluation, findings, and contract award.
- 20-1.5407 Conflicts identified after award.
- 20-1.5408 (Reserved)
- 20-1.5409 (Reserved)
- 20-1.5410 Subcontractors.
- 20-1.5411 Waiver.
- 20-1.5412 Remedies.

AUTHORITY: Sec. 8, Pub. L. 95-601, adding Sec. 170A to Pub. L. 83-703, 68 Stat. 919, as amended (42 U.S.C. ch. 14)

§20-1.5401 Scope and Policy

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

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

(c) The conflict of interest rule contained in this subpart applies to contractors and offerors only. Individuals or firms who have other relationships with NRC (e.g., parties to a licensing proceeding) are not covered by this regulation. This rule does not apply to the acquisition of consulting services through the personnel appointment process, NRC

(j) "Potential conflict of interest" means that a factual situation exists that suggests (indicates) that an actual conflict of interest may arise from award of a proposed contract. The term "potential conflict of interest" is used to signify those situations which merit investigation prior to contract award in order to ascertain whether award would give rise to an actual conflict or which must be reported to the contracting officer for investigation if they arise during contract performance.

§ 20.15403 Criteria for recognizing contractor organizational conflicts of interest

(a) General. Two questions will be asked in determining whether actual or potential organizational conflicts of interest exist: (1) Are there conflicting roles which might bias a contractor's judgment in relation to its work for the NRC? (2) May the contractor be given an unfair competitive advantage based on the performance of the contract? The ultimate determination by NRC as to whether organizational conflicts of interest exist will be made in light of common sense and good business judgment based upon the relevant facts disclosed and the work to be performed. While it is difficult to identify and to prescribe in advance a specific method for avoiding all of the various situations or relationships which might involve potential organizational conflicts of interest, NRC personnel will pay particular attention to proposed contractual requirements which call for the rendering of advice, consultation or evaluation activities, or similar activities that lay direct groundwork for the NRC's decisions on regulatory activities, future procurements, and research programs.

(b) Situations or relationships which may give rise to organizational conflicts of interest. (1) The offeror or contractor shall disclose information concerning relationships which may give rise to organizational conflicts of interest under the following circumstances:

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

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

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

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



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

(3) Example. As a result of operating problems in a certain type of commercial nuclear facility, it is imperative that NRC secure specific data on various operational aspects of that type of plant so as to assure adequate safety protection of the public. Only one manufacturer has extensive experience with that type of plant. Consequently, that company is the only one with whom NRC can contract which can develop and conduct the testing programs required to obtain the data in reasonable time. That company has a definite interest in any NRC decisions that might result from the data produced because those decisions affect the reactor's design and thus the company's costs.

Guidance. This situation would place the manufacturer in a role in which its judgment could be biased in relationship to its work for NRC. Since the nature of the work required is vitally important in terms of NRC's responsibilities and no reasonable alternative exists, a waiver of the policy may be warranted. Any such waiver shall be fully documented and coordinated in accordance with the waiver provisions of this policy with particular attention to the establishment of protective mechanisms to guard against bias.

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

Guidance. A contract could be awarded to the ABC Co. provided that the contract stipulates that no information produced under the contract will be used in the contractor's private activities unless such information has been reported to NRC. Information which is reported to NRC by contractor will normally be disseminated by NRC to others so as to preclude an unfair competitive advantage that might otherwise accrue. When NRC furnishes information to the contractor for the performance of contract work, it shall not be used in the contractor's private activities unless such information is generally available to others. Further, the contract will stipulate that the contractor will inform the NRC contracting officer of all situations in which the information developed under the contract is proposed to be used.

## ORGANIZATIONAL CONFLICTS OF INTEREST REPRESENTATION

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

The award to \_\_\_\_\_ of a contract or the modification of an existing contract does ( ) or does not ( ) involve situations or relationships of the type set forth in 41 CFR §20-1.5403(b)(1).

(c) Instructions to offerors. The following shall be included in all NRC solicitations: (1) If the representation as completed indicates that situations or relationships of the type set forth in 41 CFR §20-1.5403(b)(1) are involved, or the contracting officer otherwise determines that potential organizational conflicts exist, the offeror shall provide a statement in writing which describes in a concise manner all relevant facts bearing on his representation to the contracting officer. If the contracting officer determines that organizational conflicts exist, the following actions may be taken: (i) Impose appropriate conditions which avoid such conflicts, (ii) disqualify the offeror, or (iii) determine that it is otherwise in the best interest of the United States to seek award of the contract under the waiver provisions of §20-1.5411.

(2) The refusal to provide the representation required by §20-1.5404(b) or upon request of the contracting officer the facts required by §20-1.5404(c), shall result in disqualification of the offeror for award. The nondisclosure or misrepresentation of any relevant interest may also result in the disqualification of the offeror for award; or if such nondisclosure or misrepresentation is discovered after award, the resulting contract may be terminated. The offeror may also be disqualified from subsequent related NRC contracts and be subject to such other remedial actions provided by law or the resulting contract.

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

(e) The offeror's failure to execute the representation required by subsection (b) above with respect to invitation for bids will be considered to be a minor informality, and the offeror will be permitted to correct the omission.

§ 20-1.5405 Contract clauses

§ 20-1.5405-1 General contract clause



on such information for a period of six (6) months after either the completion of this contract or the release of such information to the public, whichever is first, (iii) submit an unsolicited proposal to the government based on such information until one year after the release of such information to the public, or (iv) release the information without prior written approval by the contracting officer unless such 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 (Pub. L. 93-579), or other confidential or privileged technical, business, or financial information under this contract, the contractor shall treat such information in accordance with restrictions placed on use of the information.

(3) The contractor shall have, subject to patent and security provisions of this contract, 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 41 CFR §20-1.5402(h), the contractor shall include this clause, including this paragraph, in subcontracts of any tier. The terms "contract," "contractor," and "contracting officer," shall be appropriately modified to preserve the government's rights.

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

(h) Waiver. A request for waiver under this clause shall be directed in writing through the contracting officer to the Executive Director for Operations (EDO) in accordance with the procedures outlined in §20-1.5411.

#### §20-1.5400-2 Special contract provisions.

(a) If it is determined from the nature of the proposed contract that organizational conflicts of interest exist, the contracting officer may determine that such conflict can be avoided or after obtaining a waiver in accordance with §20-1.5411, neutralized through the use of an appropriate special contract provision. If appropriate, the offeror may negotiate the terms and conditions of these clauses, including the extent and time period of any such restriction. These provisions include but are not limited to:



(b) Avoid or eliminate such conflicts by appropriate measures; or

(c) Award the contract under the waiver provision of § 20-1.5411.

§ 20-1.5407 Conflicts identified after award.

If potential organizational conflicts of interest are identified after award with respect to a particular contractor, the contracting officer determines that such conflicts do, in fact, exist and that it would not be in the best interests of the government to terminate the contract as provided in the clauses required by § 20-1.5405, the contracting officer will take every reasonable action to avoid, eliminate, or, after obtaining a waiver in accordance with § 20-1.5411, neutralize the effects of the identified conflict.

§ 20-1.5408 (Reserved)

§ 20-1.5409 (Reserved)

§ 20-1.5410 Subcontracts

The contracting officer shall require offerors and contractors to submit a representation statement in accordance with § 20-1.5404(b) from subcontractors and consultants. The contracting officer shall require the contractor to include contract clauses in accordance with § 20-1.5405 in consultant agreements or subcontracts involving performance of work under a prime contract covered by this subsection.

§ 20-1.5411 Waiver

In the first instance, determination with respect to the need to seek a waiver for specific contract awards shall be made by the contracting officer with the advice and concurrence of the program office director and the Office of Executive Legal Director. Upon the recommendation of the contracting officer, and after consultation with the Office of the General Counsel, the EDO may waive the policy in specific cases if he determines that it is in the best interest of the United States to do so.

Such action shall be strictly limited to those situations in which:

- (1) The work to be performed under contract is vital to the NRC program;
- (2) the work cannot be satisfactorily performed except by a contractor whose interests give rise to a question of conflict of interest; and (3) contractual and/or technical review and supervision methods can be employed by NRC to neutralize the conflict. For any such waivers, the justification and approval documents shall be placed in the Public Document Room.

Form NRC-29  
(1-76)U. S. NUCLEAR REGULATORY COMMISSION  
NRC MANUAL  
TRANSMITTAL NOTICECHAPTER NRC-3202 PUBLICATION OF TECHNICAL REPORTS PREPARED BY NRC  
CONTRACTORS, INCLUDING REPORTS PREPARED UNDER OR  
PURSUANT TO INTERAGENCY AGREEMENTS

## SUPERSEDED:

	Number	Date
Chapter	NRC-3202	4/29/82
Page		
Appendix	NRC-3202	4/29/82

## TRANSMITTED:

	Number	Date
TN	3200-21	
Chapter	NRC-3202	8/29/84
Page		
Appendix	NRC-3202	8/29/84

## REMARKS:

This revision of Chapter 3202 expands the chapter from coverage of unclassified reports to include the marking and handling of sensitive unclassified information (Official Use Only and Limited Official Use Information, Safeguards Information, Proprietary Information) and classified information (Top Secret, Secret, and Confidential). A section has also been added to set forth procedures for the handling of unclassified reports on NRC cooperative programs with foreign governments and organizations and with U.S. industry.



U.S. NUCLEAR REGULATORY COMMISSION  
NRC MANUAL

Volume: 3000 Information and Foreign Activities  
Part : 3200 Technical Information and Document Control

ADM

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CHAPTER 3202 PUBLICATION OF TECHNICAL REPORTS PREPARED BY  
NRC CONTRACTORS, INCLUDING REPORTS PREPARED  
UNDER OR PURSUANT TO INTERAGENCY AGREEMENTS

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3202-01 COVERAGE

This chapter and its appendix handbook establish responsibilities, basic requirements, standards and procedures for the documentation, production and dissemination of technical reports prepared by NRC consultants and grantees and by NRC contractors and their subcontractors, including reports prepared under or pursuant to interagency agreements or memorandums of understanding. These reports are hereafter referred to as contractor reports. This chapter does not cover NRC staff-generated documents, NRC docket material, or the documents generated by NRC boards, panels, advisory committees and Offices that report to the Commission.

3203-02 OBJECTIVES

021 to assure production and dissemination of technical reports as required by the Energy Reorganization Act of 1974 and the Freedom of Information Act.

022 to assure that dissemination of technical reports is consistent with requirements for public availability of information.

023 to assure that national security, patent rights, copyrights, proprietary rights and rights in other sensitive unclassified information are not compromised by the release, distribution, or dissemination of technical reports from NRC.

024 to assure that formal NRC contractor reports will carry the registered NRC designation NUREG/CP or NUREG/CP as the prime identification.

025 to provide for coordination of press or other media releases.

3202-03 RESPONSIBILITIES AND AUTHORITIES

031 The Director, Office of Administration:

- a. develops and maintains, in consultation with Directors of Offices and Divisions and Regional Administrators, NRC standards, procedures and guides for the production and dissemination of technical contractor reports.

Approved: August 29, 1984



- b. periodically surveys report activities throughout NRC to ascertain that the provisions of this chapter are adequate and are being implemented; makes any changes needed.

032 The Director, Division of Technical Information and Document Control:

- a. develops and administers a central report control system for identifying, printing and distributing contractor reports and responding to requests for unclassified reports.
- b. develops and maintains guides and standards for the documentation, formatting, printing, dissemination, and public sale of unclassified contractor reports.
- c. assures that a system exists for review of unclassified contractor reports for adherence to patent, copyright and disclosure policies prior to dissemination.
- d. establishes and administers interagency agreements necessary for the dissemination and public sale of unclassified contractor reports and controls duplication and printing of contractor reports to assure adherence to the Government Printing and Binding Regulations issued by the Joint Committee on Printing (JCP), Congress of the United States.
- e. in response to requests of Directors of Offices and Regional Administrators, establishes distribution data banks, maintains official standard distribution lists for automatic distribution of unclassified contractor reports, and controls distribution to assure adherence to the Government Printing and Binding Regulations, the Privacy Act, and the Freedom of Information Act.

033 Directors of Offices and Regional Administrators:

- a. establish the contract or Standard Order for Work\* provisions, including those required by this chapter and its appendix: Chapter NRC-3203, Distribution of Unclassified NRC Staff- and Contractor-Generated Documents and its appendix; Chapter NRC-0260, Printing, Copying, Graphics and Photography and its appendix; and Chapter NRC-1102, Procedures for Placement of Work with the Department of Energy: In the Statement of Work:
- (1) specify what reports will be reviewed for policy, management, and legal issues by NRC staff in draft prior to printing and distribution. If the report is to be reviewed by NRC staff, give the conditions under which the contractor may publish documents in the event of unresolvable differences relative to the draft, including the type of disclaimer to be used in addition to the standard government disclaimer (see Exhibit 6).

\* In the case of DOE work, this is NRC Form 173, Standard Order for DOE Work. See Chapter NRC-1102.

PUBLICATION OF TECHNICAL REPORTS PREPARED BY  
NRC CONTRACTORS, INCLUDING REPORTS PREPARED  
UNDER OR PURSUANT TO INTERAGENCY AGREEMENTS

NRC-3202-034

- (2) provide for the reviews necessary to insure that the national security, patent rights, copyrights, proprietary rights and rights in other sensitive unclassified information are not compromised by the release or dissemination of the reports. If DOE contractors are to be authorized to make the reviews, designate the contractor officials who are authorized to sign NRC Form 426A prior to NRC distribution of reports (see Appendix, Part IV). Assure that sensitive unclassified and classified reports are marked and handled properly (see Appendix, Part V).
  - (3) specify that all formal reports carry NUREG/CR or NUREG/CP numbers as the prime identification, as illustrated in the appendix.
  - (4) specify whether formal reports shall be printed by NRC or the contractor if the contractor has a JCP-authorized federal printing plant (see Appendix, Parts II and IV).
  - (5) specify that all formal reports required by NRC shall be distributed by NRC.
  - (6) establish the number of copies the contractor may retain or request for internal and external distribution and charge against NRC. Written justification must be provided, and approval obtained of the NRC JCP representative (the Director, Division of Technical Information and Document Control) when the number exceeds the 50 copies authorized by JCP for unclassified reports.
  - (7) assure the protection of classified and sensitive unclassified information, if any, in contractor reports (see Appendix, Part V).
- b. assure adherence to instructions and authorizations regarding the reproduction and distribution of reports.
  - c. recommend standard distribution category(ies) for contractor reports to the Division of Technical Information and Document Control.
  - d. provide changes to the official standard distribution lists to the Division of Technical Information and Document Control.
  - e. establish procedures for review of contractor's proposed press and other media releases.

034 The Office of the Executive Legal Director provides legal review and advice to NRC staff on questions regarding inventions, patents, proprietary information, use of copyrighted material, national security, and other sensitive unclassified and classified information.

035 The Director, Office of Public Affairs, upon request of the project manager, reviews proposed contractor's press or other media releases for appropriateness.

Approved: August 29, 1984



036 The Director, Division of Security:

- a. administers the overall information security program which includes management of the security classification program and other programs for the protection of sensitive unclassified information.
- b. advises staff of NRC Offices and Regions on the preparation and handling of reports containing classified, proprietary and other sensitive unclassified information.

037 The Director, Division of Contracts:

- a. coordinates the flow of all reports to and from contractors (other than DOE contractors) where such reports may result in alterations in the terms and conditions of applicable contracts as they pertain to report production and distribution.
- b. advises the contractor as to the source and method for obtaining reports required from the government for performance of the contract.
- c. provides contractor with copies of NRC Chapters 0260, 3202, 3203, 3207, and 3210, when appropriate.
- d. determines when requests for proposals and invitations for bids, as well as subsequent contracts, should include statements requiring contractor compliance with Chapters NRC-3202, 3207, and 3210 and the Government Printing and Binding Regulations.
- e. ensures that appropriate clauses are included in contracts regarding the private use and protection of classified, proprietary and other sensitive unclassified information.

## 3202-04 DEFINITIONS\*

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

042 central report control system - means for developing and maintaining the policies, procedures and guides needed to identify and produce regulatory and technical reports and to assure adherence to requirements and standards for documentation, formatting, printing and distribution.

043 contractor report - record of work done (a report) prepared in accordance with the provisions of a contract or under or pursuant to an interagency agreement.

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\*Words underscored in definitions are also defined in list.



PUBLICATION OF TECHNICAL REPORTS PREPARED BY  
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NRC-3202-044

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

045 disseminate - to announce the publication of reports and make them available for free distribution, sale or copying.

046 distribute - to dispense reports to specific organizations and individuals to assure their participation in the regulatory process and support of research and technological investigations. Such distribution may be accomplished by the use of standard distribution data banks established and maintained by the Division of Technical Information and Document Control based on the requests of the originating Office or Region.

047 documentation - classification and associated markings required for classified or sensitive unclassified documents, the NRC report number unique to the report, title (and subtitle, if any), author or correspondent (if any), organization identification and contract number (or FIN number), date and availability.

048 draft or final material for inclusion in "Safety Evaluation Reports" or "Environmental Statements" (ES) - written material requested for input to SERs or ESs to be issued as NUREGs. Such material may be edited or modified at the discretion of the NRC staff.

049 formal technical reports - the final product of research, an original investigation, or a significant compilation of information. This product is a formal technical report for publication in the NUREG/CR series. For extensive long-term projects, formal monthly, quarterly or semiannual and annual periodic technical reports may be required. A draft of the final or periodic report may be requested for comment prior to preparation of the camera-ready copy.

0410 NRC project manager - the NRC staff member responsible for the work performed by consultants or contractors and their subcontractors, or for work performed under or pursuant to an interagency agreement.

0411 patent review - examination by legal staff to assure protection rights in inventions.

0412 proprietary information - trade secrets; privileged or confidential research, development, commercial or financial information, exempt from mandatory disclosure under 10 CFR Part 2 (Sections 2.740 and 2.790) and under 10 CFR Part 9 (Section 9.5); and other information submitted in confidence to the NRC by a foreign source and determined to be unclassified by the NRC.

0413 publicly available documents - information (reports and references) which is available in the NRC Public Document Room (PDR) for public inspection and copying or available in the public domain.

0414 reproducible masters - camera-ready copy which includes (1) originals of line drawings (or prints that can be copied), (2) glossy prints of black and white photographs (colored photographs cannot be reproduced), (3) original typed or printed text, tables, cover, title page, contents and abstract, or (4) other forms of the materials listed in (1), (2) and (3) that a printer can reproduce.

0415 technical reports - information on the technical aspects of contract work. These may be interim or final technical letter reports, draft or final formal technical reports for publication in the NUREG/CR or NUREG/CP series, or draft or final material for inclusion in SERs or ESs.

0416 technical letter reports (also called technical evaluation reports) - interim or final letters that provide information on the technical aspects of contract work. Interim technical letter reports may be required at various stages of a project. These reports usually are followed by a final technical letter report or a formal technical report. Final technical letter reports are usually specified in situations where the technical work is review and evaluation of work of others or work to be used by the staff in the licensing and regulation process. Interim letter reports may include, but are not limited to, informal (interim) progress reports, quick-look reports, data reports, status summary reports, project descriptions, pre-tested predictions, model verifications, experiment safety analyses, experiment operating procedures, facility certification reports, and test result reports.

0417 unique identification - NRC identification used on a report and its attachments, revisions, and supplements that is not used on any other report.

### 3202-05 BASIC REQUIREMENTS

051 Applicability. The provisions of this chapter and its appendix apply to NRC consultants, grantees, contractors and subcontractors, including those working under interagency agreements, whose contracts require the preparation of technical reports. Because of the unique requirements of NRC boards, panels, advisory committees and Offices which report directly to the Commission, the handling of reports prepared by consultants and contractors to them are governed by the Board or Panel Chairman and, in the case of advisory committees, by the Advisory Committee Management Officer, or the Commission. These exceptions do not preclude the use of the NUREG/CR series designation on reports prepared for these entities that are to be given wide public dissemination.

052 Forms. NRC Form 426A, "Publication Release for Unclassified NRC Contractor and Consultant Reports" (Exhibit 5), NRC Form 335, "Bibliographic Data Sheet" (Exhibit 7), and NRC Form 190, "Cover Sheet for Reports Containing Proprietary Information" (Exhibit 19), shall be used as provided in the appendix.

053 Appendix 3202. This appendix contains standards and procedures for the preparation of reporting requirement portions of Statements of Work, and for the documentation, production, and dissemination of technical reports prepared by contractors and other government agencies in accordance with contract requirements or interagency agreements.

Approved: August 29, 1984



**PUBLICATION OF TECHNICAL REPORTS PREPARED BY  
NRC CONTRACTORS, INCLUDING REPORTS PREPARED  
UNDER OR PURSUANT TO INTERAGENCY AGREEMENTS**

**NRC-3202-054**

**054 Preparation Requirements**

- a. Reports to be Printed by NRC. All contractor reports to be printed by NRC shall be prepared according to Appendix 3202. The reproducible masters for the requisite distribution shall be transmitted to the Division of Technical Information and Document Control accompanied by completed NRC Form 426A and NRC Form 335.
- b. Reports Printed by Authorized Federal Printing Plants. All contractor reports to be printed by the contractor (as specified by the contract, agreement, or standard order for work) shall be prepared according to Appendix 3202, and a reproducible master and sufficient copies for standard and incidental distribution shall be supplied to the Division of Technical Information and Document Control, accompanied by completed NRC Form 426A, signed by the authorized contractor official. Each such report shall include, as the last page, a completed NRC Form 335.

**055 References.** The NRC chapters referenced and NUREG-0794 (ref. j) and NUREG-0650 (ref. i) are available from the Division of Technical Information and Document Control. The other publications are available from the Government Printing Office.

- a. Chapter NRC-0260. "Printing, Copying, Graphics and Photography."
- b. Chapter and Appendix NRC-2101. "NRC Security Program."
- c. Chapter NRC-3203. "Distribution of Unclassified NRC Staff- and Contractor-Generated Documents."
- d. Chapter NRC-1102. "Procedures for Placement of Work with the Department of Energy."
- e. Chapter NRC-3206. "NRC Contractor Speeches, Papers and Journal Articles on Regulatory and Technical Subjects."
- f. Chapter NRC-3207. "Conferences and Conference Proceedings."
- g. Title 44, U.S. Code. "Public Printing and Documents." Government Printing Office.
- h. Government Printing and Binding Regulations of the Joint Committee on Printing, Congress of the United States, No. 24, April 1977 (JCP Regulations), Government Printing Office.
- i. Title 5, U.S. Code. "Government Organization and Employees." Government Printing Office.

Approved: August 29, 1984



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**NRC-3202-055**

- j. "Technical Writing Style Guide," A. W. Savolainen et al., compilers, U.S. NRC Report NUREG-0650, November 1979, and Supplement 1, February 1982.
- k. "Protection of Unclassified Safeguards Information," D. J. Kasun, USNRC Report NUREG-0794, October 1981.
- l. Chapter NRC-0255, "Mail Management," and Appendix 0255, Part V, Annex A.

Approved: August 29, 1984

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PART I

PREPARATION OF REPORTING REQUIREMENT PORTIONS OF  
STATEMENTS OF WORK FOR CONTRACTS, GRANTS AND  
STANDARD ORDERS FOR DOE WORK

A. LIST OF TECHNICAL REPORT REQUIREMENTS

List the technical reports required from each project, task or subtask, as applicable. State when and to whom they should be submitted and what they should contain. These reports may be unclassified, sensitive unclassified or classified. Standards for each of these categories are presented in Parts II through V. The following definitions describe the types of reports that may be specified:

technical reports - information on the technical aspects of contract work. These may be interim or final technical letter reports, draft or final formal technical reports for publication in the NUREG/CR or NUREG/CP series, or draft or final material for inclusion in SERs or TSs (see definitions below).

technical letter reports (also called technical evaluation reports) - interim or final letters that provide information on the technical aspects of the contract work. Interim technical letter reports may be required at various stages of a project. These interim letters usually are followed by a final technical letter report or a formal technical report. Final technical letter reports are usually specified in situations where the technical work is review and evaluation of work of others or work to be used by the staff in the licensing and regulation process. Interim letter reports may include, but are not limited to, informal (interim) progress reports, quick-look reports, data reports, status summary reports, project descriptions, pre-test predictions, model verifications, experiment safety analyses, experiment operating procedures, facility certification reports, and test result reports. These reports must be identified with the financial number (FIN) assigned to the project. They are not to be identified with DOE registered report codes. The number of copies to be prepared and the distribution of those copies will be specified by the project manager.

formal technical reports - the final product of research, an original investigation, or a significant compilation of information. This product is a formal technical report for publication in the NUREG/CR or NUREG/CP series. For extensive long-term projects, formal monthly, quarterly or semiannual and annual periodic technical reports may be required. A draft of the final or periodic report may be requested for comment prior to preparation of the camera-ready copy.

draft or final material for publication or inclusion in SERs, ESs, letters, or license amendments - written material requested for use in the NRC licensing process. Such material may be (1) abstracted in a NUREG report or attached to a NUREG report, (2) attached to a letter or an amendment to the license, or (3) abstracted and used as necessary by the NRC staff. NRC requires patent review and full management review of this material by the performing organization. This material is to be submitted to NRC as a technical letter report addressed to the project manager and identified by the FIN number.

For purposes of this Part, contractor means a private contractor, consultant, grantee, another State or Federal Agency working under an interagency agreement, or a DOE/facility or National Laboratory (contractor) and subcontractors.

#### B. REQUIREMENTS FOR FORMAL REPORTS

If the contractor is to prepare a final formal technical report for publication, state that it will be printed and distributed by NRC from camera-ready copy submitted by the contractor, unless the work is being done for the Office of Nuclear Regulatory Research by a DOE facility or Laboratory with a JCP-authorized printing plant. The camera-ready copy is to be prepared in accordance with the provisions of this appendix, Parts II and V (for contractors other than DOE contractors), or Parts IV and V of this appendix and Chapter 1102 (for DOE contractors). A style guide is also available free, upon request (NUREG-0650). If the report is to be printed by NRC and it is unclassified, the camera-ready copy is to be submitted by the contractor to the Director, Division of Technical Information and Document Control, NRC, Washington, D.C. 20555, by first class mail. For handling of sensitive unclassified and classified reports see Part V of this appendix and NRC Appendix 2101. Unclassified reports printed for the Office of Nuclear Regulatory Research should be handled in accordance with Parts IV and V of this appendix and/or Chapter 1102.

#### C. REQUIREMENTS FOR DRAFT REPORTS

If a draft is desired prior to completion of a final technical letter report, formal technical report, final material for inclusion in an SER or ES, or for comment by participants in cooperative programs with foreign governments and organizations and with U.S. industry, state that requirement and the time frame for delivering the final camera-ready copy after receiving NRC and/or participant comments on the draft. State that all draft material should be submitted to the cognizant project manager.

When the contractor is to submit draft material for comment prior to the preparation of the final report, state that if there are NRC program and/or participant comments the contractor will be asked to make changes. If agreement on the changes is reached, the NRC manager will authorize the contractor to prepare the final copy and submit it to the project manager, if it is a letter report or input to an SER or ES, or to the Director, Division of Technical Information and Document Control, if it is



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camera-ready copy for printing and distribution. This is to be done to assure proper publication handling, and distribution and, among other things, to preclude further changes that might nullify the agreement. If caveats were agreed to and the project manager wishes to check the final document for their presence, he/she should inform TIDC of that desire. In that case, upon receipt of the camera-ready copy by TIDC, the project manager will be informed and requested to prepare and sign the NRC Form 426A.

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

State that if NRC objections cannot be covered in this manner, NRC can refuse to publish the report. In the case of DOE/National Laboratory reports, the DOE Operations Office Manager responsible for that laboratory should be informed by the NRC Office Director or Regional Administrator of the decision and the reasons therefor, with a copy to the Laboratory Director. In the case of another Federal agency, a State, or a private contractor, the person who executed the contract should similarly be informed by the NRC Contracting Officer. The contractor is then free to publish without NRC identification of the report. Project manager or higher level decisions may be appealed to the NRC Executive Director for Operations.

**D. PUBLISHING UNCLASSIFIED INFORMATION IN OPEN LITERATURE AND PRESENTING PAPERS**

If the contractor's principal investigator is to be allowed to publish in the open literature instead of submitting a final report and/or present papers at public or association meetings during the course of the work, add the following statement to the Statement of Work:

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

If the project manager wants to review the paper or journal article prior to presentation or submission for publication, state this in the Statement of Work, as follows:

The principal investigator(s) may publish the results of this work in the open literature instead of submitting a final report and/or present papers at public or association meetings at interim stages of the work, if the article or paper has been reviewed by the NRC project



manager in draft form and agreement has been reached on the content. The applicable procedures set forth in Chapters NRC-3206 or NRC-1102 must be followed.

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

In the latter case, NRC will inform the contractor of the decision, as stated above for formal reports (see Section C, paragraphs 3 and 4). The contractor is then free to publish without NRC identification of the information. This will not affect payment of the contract work costs. Project manager or higher level decisions may be appealed to the NRC Executive Director for Operations.

If the contractor proposes to publish in the open literature or present the information at meetings in addition to submitting the required technical reports, approval of the proposed article or presentation should be obtained from the NRC project manager. The NRC project manager shall either approve the material as submitted, approve it subject to NRC-suggested revisions, or disapprove it. In any event, a project manager may disapprove or delay presentation or publication of papers on information that is subject to Commissioner approval that has not been ruled upon or which has been disapproved.

(See Chapter 3206 for provisions relating to payment of page charges and travel costs for presentation of papers.)

#### E. TYPOGRAPHY

The text of reports must be single spaced on 8½ x 11-in. paper, unless otherwise specifically authorized. Occasionally, reports with many symbols and mathematical expressions may require one and one-half spacing to provide for superscripts and subscripts. This spacing should be allowed where needed, but should be considered an exception, not the standard.

#### F. REPORTS CONTAINING SENSITIVE UNCLASSIFIED AND CLASSIFIED INFORMATION

Details of the marking of reports designated Official Use Only, Limited Official Use, Proprietary Information, Safeguards Information, and classified (Confidential, Secret, and Top Secret) are provided in Part V of this appendix and in NRC Appendix 2101.

#### G. PUBLISHING UNCLASSIFIED PROCEEDINGS OF CONFERENCES AND WORKSHOPS

NRC publishes or assists in the publication of compilations of papers presented at meetings, conferences, and symposiums in which NRC

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Part I

participates as a sponsor or cosponsor. Chapter NRC-3207, "Conferences and Conference Proceedings," provides general information and guidance for this. More detailed guidance is available from TIDC upon request.

**H. WRITING AND PUBLISHING UNCLASSIFIED BOOKS**

NRC may, under certain circumstances, publish books prepared by grantees or contractors. For general information and guidance on book publishing, see Chapter NRC-3210, "Book Writing and Publishing."

**I. DISTRIBUTION OF REPORTS TO CONTRACTORS**

Up to 50 copies of unclassified formal technical reports may be retained by or will be bulk shipped to the contractor by NRC for internal use. If fewer than 50 copies are needed, indicate the desired quantity on NRC Form 426A. Single copies for specific individuals in organizations other than the contractor's organization who are not included in the distribution requested by the NRC project manager may be requested on a project basis or on a report-by-report basis. The request, with written justification, should be addressed to the NRC project manager, with a copy to NRC/TIDC. If the additional distribution is approved by the NRC project manager, the contractor shall send these copies (if printing is done by the contractor) and address labels, even if printing is done by NRC, to NRC/TIDC, where the distribution will be made along with the standard distribution. Distribution of sensitive unclassified and classified reports will be made by the project manager on a case-by-case basis.

**J. COORDINATION OF PRESS OR OTHER MEDIA RELEASES OF UNCLASSIFIED INFORMATION**

A contractor may request permission to issue a press or other media release on the work being done. Such request shall be made to the project manager, who will consult with his/her management and with the Office of Public Affairs. The contractor may not issue a press release on nonroutine information without this prior coordination. This coordination may be accomplished by telephone, with the NRC project manager responsible for expeditious handling. Decisions not to release information or delays in handling by the project manager may be appealed to the NRC Executive Director for Operations.



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NRC CONTRACTORS, INCLUDING REPORTS PREPARED  
UNDER OR PURSUANT TO INTERAGENCY AGREEMENTS NRC Appendix 3202

PART II

UNCLASSIFIED FORMAL CONTRACTOR REPORTS  
TO BE PRINTED BY NRC

A. DOCUMENTATION

1. Applicability

- a. The requirements of this part apply to contractor and inter-agency agreement reports that are to be printed by NRC. Contractors may not print reports prepared for NRC except those DOE laboratories with JCP-authorized printing plants and then only those reports prepared for NRC's Office of Nuclear Regulatory Research.
- b. With respect to sensitive unclassified and classified reports, the requirements set forth in Part V of this appendix shall be used in conjunction with NRC Appendix 2101.
- c. The requirements of this part do not apply to consultants and contractors of the NRC boards, panels, and advisory committees which report directly to the Commission.

2. Front Cover and Title Page

- a. Separate covers and title pages are required (see Exhibits 1 and 2 for contractor reports and Exhibits 3 and 4 for reports prepared under or pursuant to interagency agreements).\*
- b. The items shown in Exhibits 1 through 4 and discussed below shall appear on the title page and cover, as appropriate.\*\*

(1) NRC Report Number

Each report shall be identified by an NRC-controlled alpha-numeric designation as the prime designation unique to that report. The centralized report control system for unique identification is maintained by the Division of Technical Information and Document Control. Numbers may be obtained by calling the Division of Technical Information and Document Control or by submitting a copy of NRC Form 426A (Exhibit 5) with a request for a number.

\* Reproducible copy of the cover of the performing organization may be submitted; however, the data elements shown in Exhibit 1 must be included.

\*\* These requirements meet the specifications of American National Standard ANSI Z39.18-1974, Guidelines for Format and Production of Scientific and Technical Reports, and ANSI Z39.23-1974, Technical Report Numbers.



The NRC identification number will have the form:

NUREG/CR-XXXX or NUREG/CP-XXXX

where CP indicates conference proceeding. The contractor's report number, if any, may be inserted below the NUREG number on the title page and cover, as shown in Exhibits 1 through 4, if desired by the contractor.

When a report consists of more than one volume or binding or is issued in more than one edition, an appropriate volume, supplement, part or revision designation shall appear immediately below the report number.

(2) Title and Subtitle

- (a) Use a brief title that indicates clearly the subject matter covered in the report.
- (b) When a report is prepared in more than one volume repeat the primary title on each volume.
- (c) If appropriate, show the type of report (e.g., annual report, final report, thesis, etc.) and the period covered as part of the subtitle.

(3) Personal Author(s)' Name(s)

Authors' names should be given on the title page and cover unless this is impractical, as in the case of annual reports which have many contributors. If authors' contributions are as editors, compilers, etc., so indicate on the title page following the names. In addition, list affiliation of each author only if affiliated with an organization other than the organization generating the document.

(4) Organization Identification

On the title page and cover, provide information of the type illustrated in Exhibits 1 through 4.

(5) Basis for Report Date(s)

- (a) The basis for dating may be shown along with the date on the title page. Various bases for dating are possible; e.g., date report completed, date reviews completed, date published, date distributed, etc.
- (b) More than one date, with the basis for each, may be shown where this is necessary.

3. Availability Information

All formal reports will be made available for sale by NRC and by the National Technical Information Service (NTIS). Exhibit 6 will be inserted on the inside of the front cover by the Division of Technical Information and Document Control.

4. Disclaimer

The following notice will be added during the printing step on the inside front cover (Exhibit 6): "This report was prepared as an account of work sponsored by an agency of the United States Government. Neither the United States Government nor any agency thereof, or any of their employees, makes any warranty, expressed or implied, or assumes any legal liability or responsibility for any third party's use, or the results of such use, of any information, apparatus, product or process disclosed in this report, or represents that its use by such third party would not infringe privately owned rights." The following additional statement, "The views expressed in this report are not necessarily those of the U.S. Nuclear Regulatory Commission" will be printed below the standard disclaimer, if appropriate. Other qualifying statements may be added, if needed (see Part I.C., Requirements for Draft Reports).

5. Previous Reports in Series

If the report being prepared is one in an ongoing series, list all previous reports in the series. Include report numbers and issuance dates. Place this list on the back of the title page.

6. Abstract

An abstract of 200 words or less shall be prepared for each formal report. Within the report, the abstract shall appear on a separate page between the list of previous documents in the series and the contents page.\*

7. References and Bibliographies

Reports or other documents referenced in text, reference sections, bibliographies, and appendixes of unclassified regulatory and technical reports in the NUREG series must be available to the public either in the public domain (as in a public library, at the Government Printing Office, at the National Technical Information Service, or at other reference or sales outlets) or in the NRC Public Document Room. This means that references should not be made to personal communications and interviews, unpublished

\*This preferred positioning of the abstract in the report need not be followed if the style manual of the originating organization requires a different location.



information and information with restricted distribution (e.g., proprietary, national security, official use only, etc.). If the unretrievable information is important and unrestricted, it can be quoted in the text, in footnotes, or in appendixes. If credit is due to individuals, they can be mentioned in the text or in an acknowledgement section. Availability may be stated collectively for all entries (see Exhibit 6).

Guidelines for developing and presenting reference material are provided in NUREG-0650, "Technical Writing Style Guide," published in November 1979 (see Appendix A, pp. 19-23, for specific guidance) and Supplement 1 dated February 1982.

8. Bibliographic Data Sheet

NRC Form 335 (Exhibit 7) shall be prepared and included in the camera-ready copy as the final right-hand page.

B. PATENT AND SECURITY REVIEWS

1. Patent Review

Patent implications shall be considered prior to approval of reports for public release so that disclosure will not adversely affect the patent rights of NRC or the contractor. If the work being reported is contractually managed through another government agency (e.g., DOE laboratories), that government agency should be requested by the contractor to perform the patent review. The result of such review shall be reported on NRC Form 426A in item 11 (Exhibit 5).

If NRC directly administers the contract or the contractor is unable to obtain a patent clearance from the government agency administering the contract, the responsible NRC contracting officer shall be consulted, and the responsible NRC project manager shall consider the patent implications. If there is no need for patent review because of the certainty that the report contains no description of novel technical developments which may be of an inventive nature, NRC Form 426A may be completed with the statement "Not Applicable" or "N/A" in the space for the Patent Counsel's signature. If there is a possibility that there is disclosure of developments of an inventive nature, the contracting officer shall request assistance from the NRC Patent Counsel, Office of the Executive Legal Director.

2. Security Review

In most cases, contractor reports will be unclassified. Should a report of sensitive unclassified or classified work be required, however, the NRC project manager must work with the NRC Division of Security to establish the appropriate procedures and inform the contractor of such procedures through the contracting officer. The standards for marking and handling such reports are given in Part V of this appendix and NRC Appendix 2101.



C. PROCEDURES FOR PRINTING AND DISTRIBUTING

1. Printing

Reproducible masters prepared in accordance with this appendix shall be transmitted to the Division of Technical Information and Document Control, accompanied by completed NRC Form 426A (Exhibit 5). NRC Form 426A must be signed by the NRC project manager or a contractor official authorized by the project manager. Such authorization shall be reported in writing to TIDC.

The Division of Technical Information and Document Control will review the masters for adherence to the standards set forth in this chapter and appendix and will arrange for printing and distributing the report. Unsatisfactory masters will be reported to the NRC project manager for appropriate contractual action by the contracting officer or, in the case of government agency or interagency agreement work, the publications manager of the performing organization.

2. Reprinting

Requests for reprinting any report subsequent to the initial printing require approval of the Division of Technical Information and Document Control. Each request shall include a written justification and the project manager's approval for reprinting along with address labels for the recipients.

3. Distribution of Reports

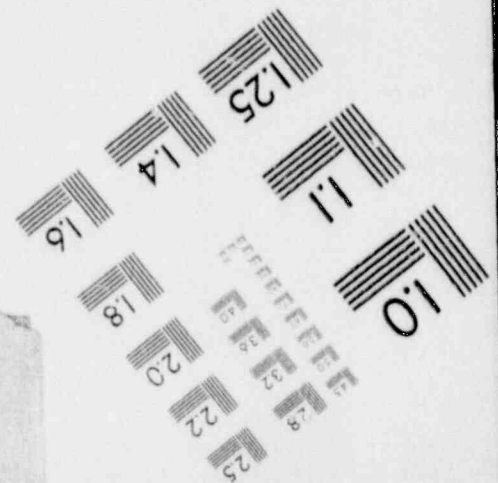
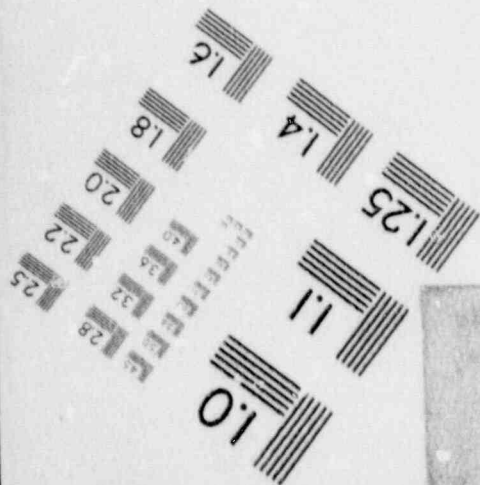
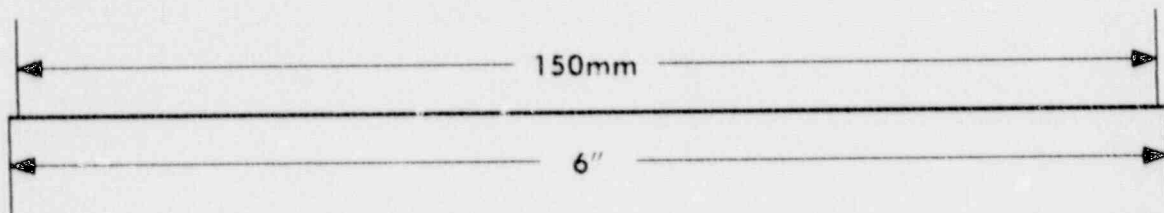
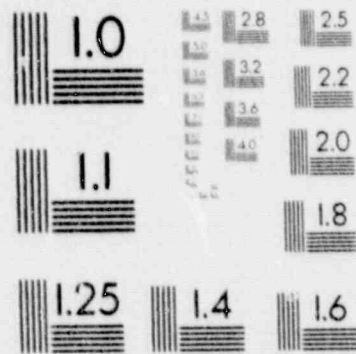
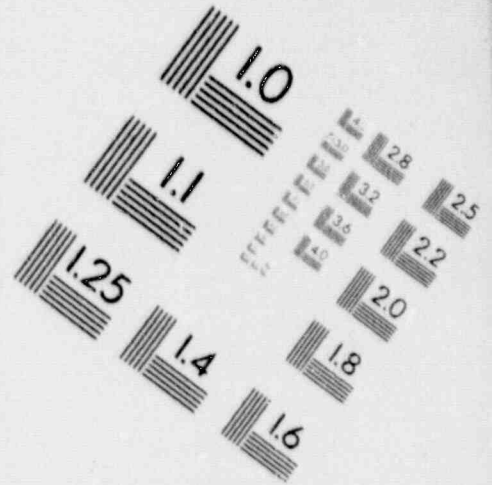
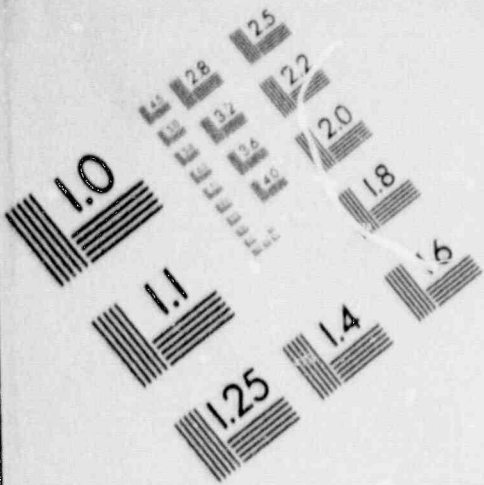
All copies of unclassified formal contractor reports will be distributed by the Division of Technical Information and Document Control in accordance with instructions on NRC Form 426A (Exhibit 5). The Division of Technical Information and Document Control will also arrange automatic distribution of these reports to the NRC Document Control System, the NRC Public Document Room, the National Technical Information Service (NTIS), the Government Printing Office and the Depository Library Service.

If any distribution is to be made other than, or in addition to, the standard distribution established for the report, written justification and the project manager's approval for printing additional copies shall accompany the reproducible masters when submitted to the Division of Technical Information and Document Control. Address labels for the additional distribution must be supplied.

Distribution of sensitive unclassified and classified reports will be made by the NRC project manager on a case-by-case basis.

# 1

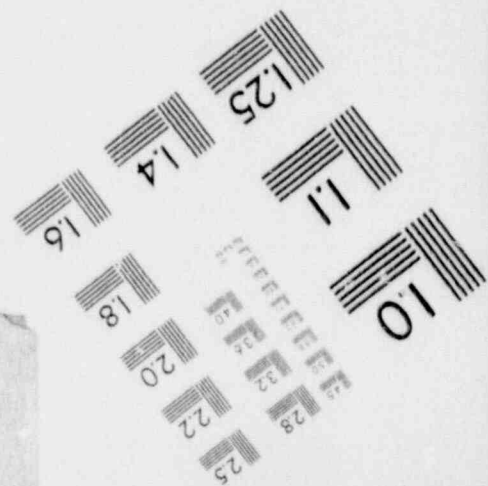
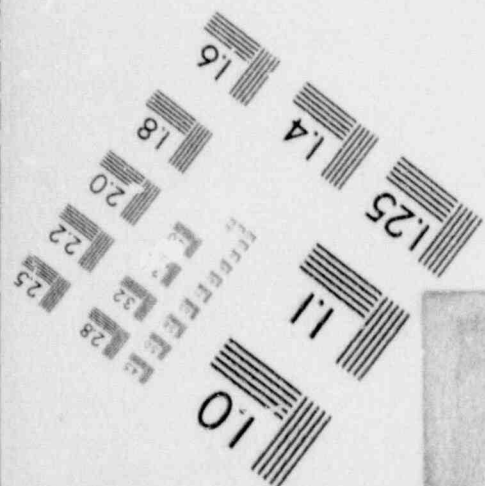
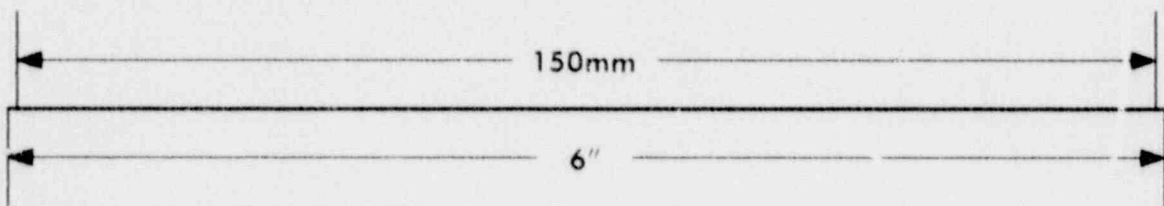
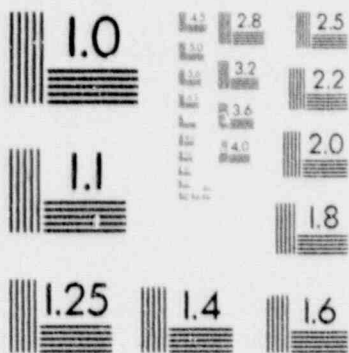
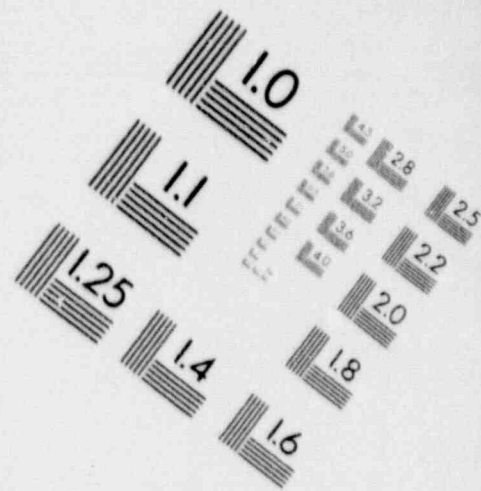
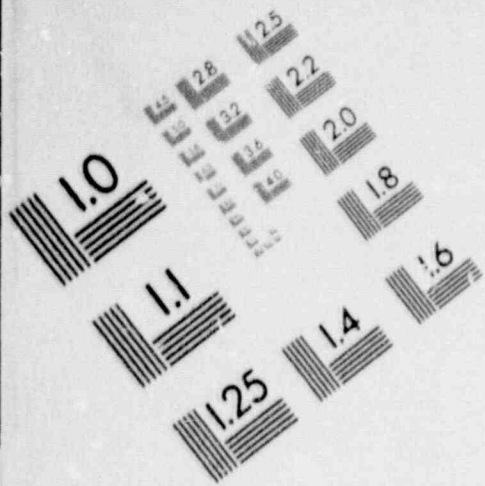
## IMAGE EVALUATION TEST TARGET (MT-3)





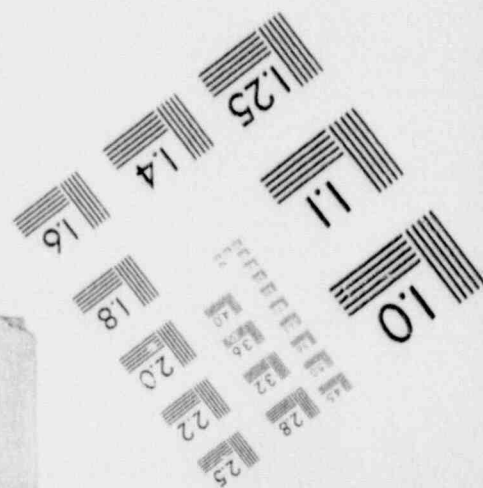
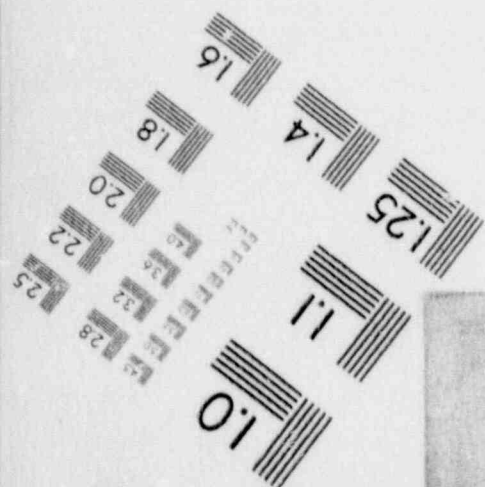
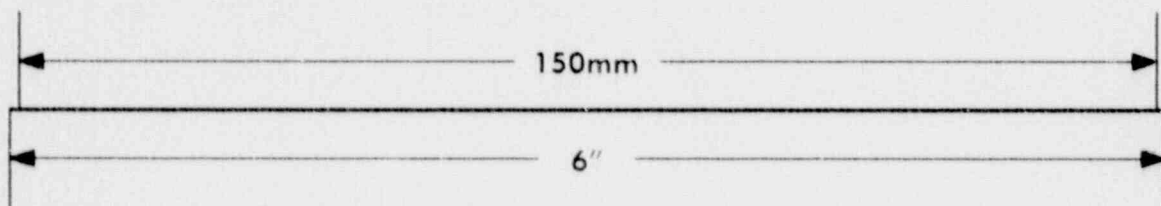
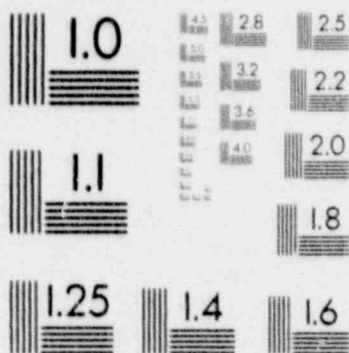
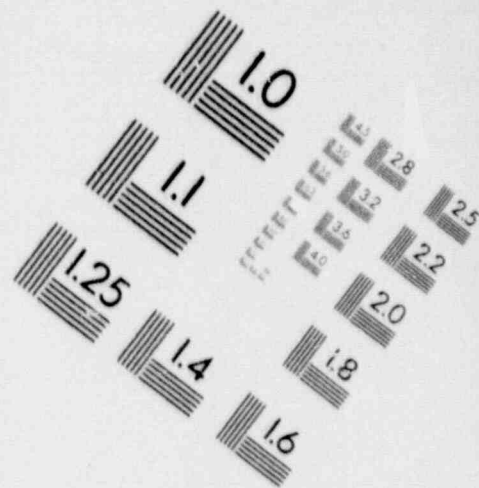
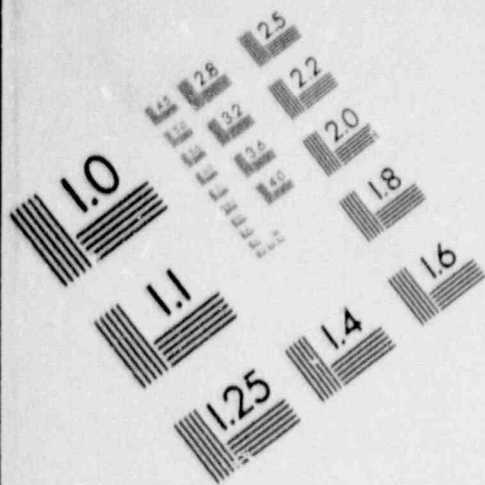
# 1

## IMAGE EVALUATION TEST TARGET (MT-3)



# 1

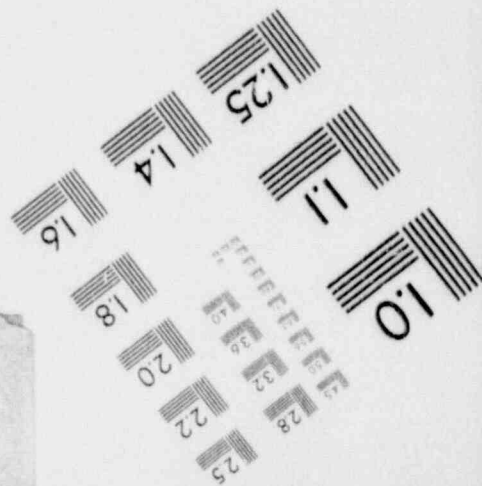
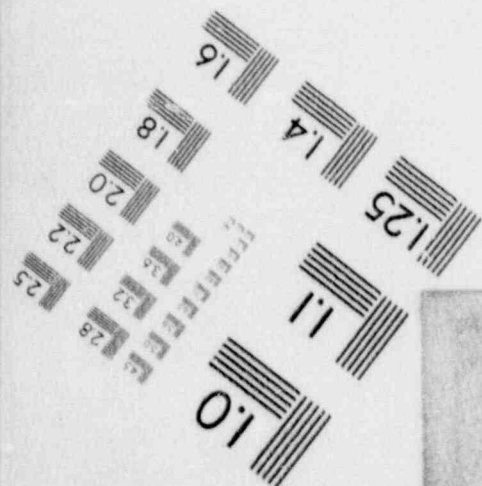
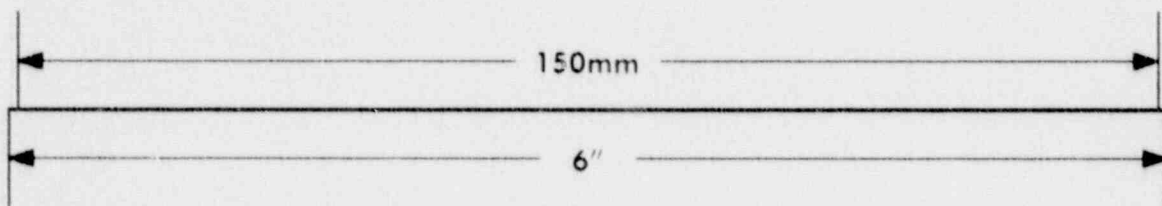
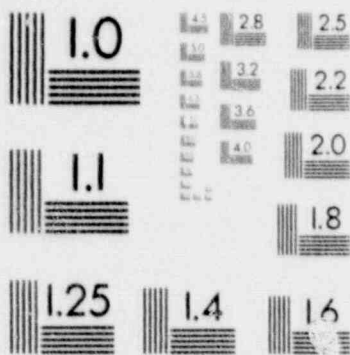
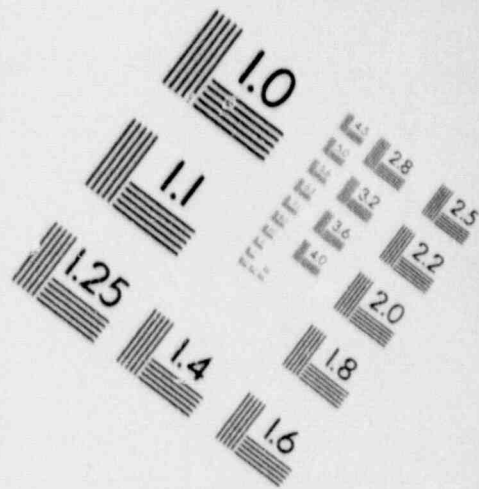
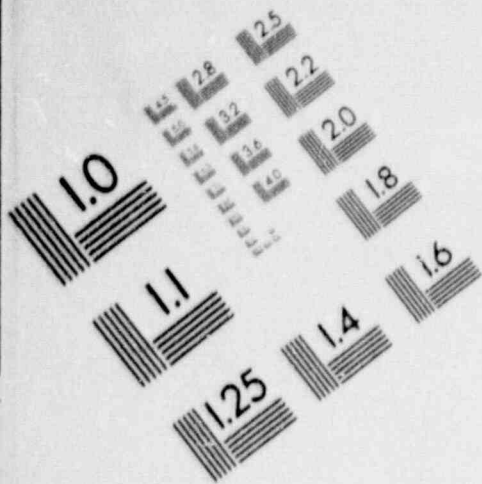
## IMAGE EVALUATION TEST TARGET (MT-3)





# 1

## IMAGE EVALUATION TEST TARGET (MT-3)



**EXHIBIT 1**

**SAMPLE COVER FOR UNCLASSIFIED FORMAL CONTRACTOR-PREPARED  
DOCUMENTS, EXCLUDING THOSE PREPARED UNDER OR PURSUANT TO  
INTERAGENCY AGREEMENTS**

NRC Report No.  
Contractor Report No. (if any)  
Vol., Part, Rev., etc. (if any)

NUREG/CR-1676  
NUSAC-556  
Vol. 1

Title

---

---

**Using Advanced Process Monitoring  
to Improve Material Control**

Subtitle and Type of Report  
(Annual, Topical, etc.)

Final Report  
September 1979 - September 1980

Author(s)

Prepared by R. L. Hawkins, R. L. Lynch, R. F. Lumb

Contractor

**NUSAC Incorporated**

NRC

Prepared for  
U.S. Nuclear Regulatory  
Commission

EXHIBIT 2

SAMPLE TITLE PAGE FOR UNCLASSIFIED FORMAL CONTRACTOR-  
PREPARED DOCUMENTS, EXCLUDING THOSE PREPARED UNDER OR  
PURSUANT TO INTERAGENCY AGREEMENTS

NRC REPORT No.  
Contractor Report No. (if any)  
Vol., Part, Rev., etc. (if any)  
Distribution Category No. (if any)

Title

Subtitle and Type of Report  
(Annual, Topical, etc.)

Report Dates and Bases

Author(s), Editor(s),  
Compiler(s), etc.

Contractor Name  
and Address

NRC Sponsorship

NRC Contract No.

NUREG/CR-1676  
NUSAC-556  
Vol. 1

Using Advanced Process Monitoring  
to Improve Material Control

Final Report  
September 1979 - September 1980

Manuscript Completed September 1980  
Date Published September 1980

Prepared by  
R. L. Hawkins, R. L. Lynch, R. F. Lum

NUSAC Incorporated  
7526 Jones Branch Drive  
McLean, VA 22102

Prepared for  
Division of Safeguards  
Office of Nuclear Material Safety and Safeguards  
U. S. Nuclear Regulatory Commission  
Washington, D. C. 20555  
NRC FIN B6437



**EXHIBIT 3**

**SAMPLE COVER FOR UNCLASSIFIED FORMAL REPORTS PREPARED  
UNDER OR PURSUANT TO INTERAGENCY AGREEMENTS**

**NRC Report No.  
Contractor Report No.  
Vol., Part, Rev., etc.**

**NUREG/CR-1952  
SAND81-0151**

**Title**

---

**LOCA-Simulation Thermal-Shock  
Test of Sliding-Link Terminal  
Blocks**

**Type of Report  
or Subtitle**

**Independent Verification Testing Program  
Independent Verification Test-1**

**Author(s), Editor(s)**

---

**Prepared by L. L. Bonzon, W. H. Bucklew, F. V. Thome, J. A. Lewin, T. W. Gimore, SNL,  
W. R. Rutherford, A. B. Bennett, NRC**

**Contractor**

**Sandia National Laboratories**

**Sponsorship**

**Prepared for  
U. S. Nuclear Regulatory  
Commission**

EXHIBIT 4

SAMPLE TITLE PAGE FOR UNCLASSIFIED FORMAL REPORTS PREPARED  
UNDER OR PURSUANT TO INTERAGENCY AGREEMENTS

NRC Report No.  
Contractor's Report No.  
Vol., Part, Rev., etc.  
Distribution  
Category

NUREG CR-1952  
SAND81-0151  
R4

Title

LOCA-Simulation Thermal-Shock  
Test of Sliding-Link Terminal  
Blocks

Subtitle

Independent Verification Testing Program  
Independent Verification Test-1

Report Dates

Manuscript Completed January 1981  
Date Published May 1981

Author(s), Editor(s)

Prepared by  
L. L. Benzon, W. M. Buchanan, F. V. Thome, J. A. Lewis, T. W. Gilmore, SNU,  
W. R. Rutherford, & B. Bennett, NRC

Contractor's  
Name and Address

Sandia National Laboratories  
Albuquerque, NM 87185

NRC Sponsorship

Prepared for  
Division of Resident and Regional Reactor Inspection  
Office of Inspection and Enforcement  
U. S. Nuclear Regulatory Commission  
Washington, D. C. 20545  
NRC FIN B3101

NRC FIN No.

**PUBLICATION OF TECHNICAL REPORTS PREPARED BY  
NRC CONTRACTORS, INCLUDING REPORTS PREPARED  
UNDER OR PURSUANT TO INTERAGENCY AGREEMENTS**

NRC Appendix 3202  
Part II

**EXHIBIT 5  
NRC FORM 426A, PUBLICATIONS RELEASE FOR UNCLASSIFIED  
NRC CONTRACTOR AND CONSULTANT REPORTS**

NRC FORM 426A 12-78 NCR 3201		U.S. NUCLEAR REGULATORY COMMISSION		1 REPORT NUMBER (if any)	State or agency name Division or Institute Department and Building Code
PUBLICATIONS RELEASE FOR UNCLASSIFIED NRC CONTRACTOR AND CONSULTANT REPORTS (Please Type or Print)				2 DISTRIBUTION CATEGORY NO (if any)	Enter appropriate number from the NRC Distribution Category List, NRC FORM 4260
3 TITLE AND SUBTITLE (State in full or abbrev. as appropriate)					
4 AUTHORS (If more than three, indicate first author followed by and others)					
5 NAME OF CONTRACTOR			6 MAILING ADDRESS (Number and Street, City, State and Zip Code)		TELEPHONE NO
8 DATE MANUSCRIPT COMPLETED		7 NRC PROGRAM SPONSOR TECHNICAL MONITOR			TELEPHONE NO
9 CONTRACT DATA					
a CONTRACT OR FIN NUMBER (Or name of DOE contract number)					
b IF CONTRACTOR IS AUTHORIZED TO PRINT PLEASE PROVIDE THE FOLLOWING INFORMATION					
Number of Copies Printed		Estimated Circulation Cost		Estimated Printing Cost	
9 TYPE OF DOCUMENT (Check appropriate box)					
a TECHNICAL REPORT					
11 CONFIDENTIAL					
12 INTERIM					
b CONFERENCE PAPER					
13 TITLE OF CONFERENCE PAPER					
14 DATES OF CONFERENCE					
15 LOCATION OF CONFERENCE					
c OTHER (Indicate type of report e.g. thesis, report, etc. on the back of)					
10 SPECIAL DISTRIBUTION (See instructions on the Distribution Services Branch, Division of Technical Information and Document Services, NRC, for instructions on the Mark and order form as appropriate approved by program office. See instructions on the Distribution Services Branch, Division of Technical Information and Document Services, NRC, for instructions on the distribution. Complete instructions on reverse of appropriate sheet.)					
11 PATENT CLEARANCE (See instructions)			12 SUBMITTED BY		
a Provide completed signed NRC Form 426A (agreeing with the required documents for release) TO Appropriate Patent Counsel			a NAME OF AUTHORIZED CONTRACTOR OFFICIAL OR NRC MONITOR		
b PATENT CLEARANCE NOT REQUIRED			b OFFICIAL'S ORGANIZATIONAL UNIT		
c PATENT CLEARANCE GRANTED					
d PATENT CLEARANCE DENIED					
e PATENT COUNSEL'S SIGNATURE		DATE	SIGNATURE (Author and appropriate title)		DATE



**EXHIBIT 6**  
**DISCLAIMER AND AVAILABILITY STATEMENTS**  
**(BACK OF COVER)**

**NOTICE**

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

**NOTICE**

**Availability of Reference Materials Cited in NRC Publications**

Most documents cited in NRC publications will be available from one of the following sources:

1. The NRC Public Document Room, 1717 H Street, N.W.  
Washington, DC 20555
2. The NRC/GPO Sales Program, U.S. Nuclear Regulatory Commission,  
Washington, DC 20555
3. The National Technical Information Service, Springfield, VA 22181

Although the listing that follows represents the majority of documents cited in NRC publications, it is not intended to be exhaustive.

Referenced documents available for inspection and copying for a fee from the NRC Public Document Room include NRC correspondence and internal NRC memoranda; NRC Office of Inspection and Enforcement bulletins, circulars, information notices, inspection and investigation notices; Licensee Event Reports; vendor reports and correspondence; Commission papers; and applicant and licensee documents and correspondence.

The following documents in the NUREG series are available for purchase from the NRC/GPO Sales Program: formal NRC staff and contractor reports, NRC-sponsored conference proceedings, and NRC booklets and brochures. Also available are Regulatory Guides, NRC regulations in the Code of Federal Regulations, and Nuclear Regulatory Commission issuances.

Documents available from the National Technical Information Service include NUREG series reports and technical reports prepared by other federal agencies and reports prepared by the Atomic Energy Commission, forerunner agency to the Nuclear Regulatory Commission.

Documents available from public and special technical libraries include all open literature items, such as books, journal and periodical articles, and transactions. Federal Register notices, federal and state legislation, and congressional reports can usually be obtained from these libraries.

Documents such as theses, dissertations, foreign reports and translations, and non-NRC conference proceedings are available for purchase from the organization sponsoring the publication cited.

Single copies of NRC draft reports are available free, to the extent of supply, upon written request to the Division of Technical Information and Document Control, U.S. Nuclear Regulatory Commission, Washington, DC 20555.

Copies of industry codes and standards used in a substantive manner in the NRC regulatory process are maintained at the NRC Library, 7920 Norfolk Avenue, Bethesda, Maryland, and are available there for reference use by the public. Codes and standards are usually copyrighted and may be purchased from the originating organization or, if they are American National Standards, from the American National Standards Institute, 1430 Broadway, New York, NY 10018.

GPO Printed copy price \_\_\_\_\_

EXHIBIT 7  
 NRC FORM 335 - BIBLIOGRAPHIC DATA SHEET

NRC FORM 335 (3-81) NRC 1162 5010 3202 <b>BIBLIOGRAPHIC DATA SHEET</b> SEE INSTRUCTIONS ON THE REVERSE		U.S. NUCLEAR REGULATORY COMMISSION 1 REPORT NUMBER (Assigned by Title and Year)	
3 TITLE AND SUBTITLE		2 LEAVE BLANK	
		4 DATE REPORT COMPLETED MONTH   YEAR	
6 AUTHOR(S)		5 DATE REPORT ISSUED MONTH   YEAR	
		8 PROJECT TASK ORDER UNIT NUMBER	
7 PERFORMING ORGANIZATION NAME AND MAILING ADDRESS (through 20 lines)		9 TITLE OR ORDER NUMBER	
10 SPONSORING ORGANIZATION NAME AND MAILING ADDRESS (through 20 lines)		11a TYPE OF REPORT b PERIOD COVERED (through 20 lines)	
12 SUPPLEMENTARY NOTES			
13 ABSTRACT (200 words or less)			
14 DOCUMENT ANALYSIS -- KEYWORDS-DESCRIPTORS		15 AVAILABILITY STATEMENT	
16 IDENTIFIERS/OPEN ENDED TERMS		16 SECURITY CLASSIFICATION (This space) (This report)	
		17 NUMBER OF PAGES	
		18 PRICE	



EXHIBIT 7 (Continued)  
BACK OF NRC FORM 335

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

INSTRUCTIONS

NRC FORM 335, BIBLIOGRAPHIC DATA SHEET, IS BASED ON GUIDELINES FOR FORMAT AND PRODUCTION OF SCIENTIFIC AND TECHNICAL REPORTS, ANSI Z39.13-1974 AVAILABLE FROM AMERICAN NATIONAL STANDARDS INSTITUTE, 1430 BROADWAY, NEW YORK, NY 10018. EACH SEPARATELY BOUND REPORT—FOR EXAMPLE, EACH VOLUME IN A MULTIVOLUME SET—SHALL HAVE ITS UNIQUE BIBLIOGRAPHIC DATA SHEET.

1. **REPORT NUMBER.** Each individually bound report shall carry a unique alphanumeric designation (NUREG) assigned by the Division of Technical Information and Document Control, ADM, in accordance with American National Standards ANSI Z39.23-1974, Technical Report Number (TRN). Use uppercase letters, Arabic numerals, slashes, and hyphens only, as in the following examples: NUREG-0100, NUREG/CP-0010, NUREG/CR-0100, and NUREG/SR-0010. For reports in a series add Vol., Supp., Revision, and Appendix, when necessary. Add contractor cross-reference identification number (if any) below NUREG number, e.g., PNL-XXXX, SANDXX-XXXX, SAI-XXXX.
2. **TITLE AND SUBTITLE.** Title should indicate clearly and briefly the subject (coverage) of the report; including any subtitle to the main title. When a report is prepared in more than one volume, repeat the primary title, add volume number and include subtitle for the specific volume. Use upper and lower case letters, but capitalize computer code names. Do not use acronyms and initialisms in titles; may be added in parentheses.
3. **LEAVE BLANK.**
4. **DATE REPORT COMPLETED.** Each report shall carry a date indicating month and year project/task completed.
5. **AUTHOR(S).** Give name(s) in conventional order (e.g., John R. Doe, J. Robert Doe). List author's affiliation if it is different from the performing organization.
6. **DATE REPORT ISSUED.** Each report shall carry a date indicating month and year published.
7. **PERFORMING ORGANIZATION NAME AND MAILING ADDRESS.** Give name, street, city, state, and ZIP code. List no more than two levels of an organizational hierarchy. Display the name of the organization exactly as follows: Division, Office, Organization or Government agency, and address.
8. **PROJECT/TASK/WORK UNIT NUMBER.** Use the project, task and work unit numbers under which the report was prepared (if any).
9. **FIN OR GRANT NUMBER.** Insert the FIN or grant number under which report was prepared.
10. **SPONSORING ORGANIZATION.** List NRC Division, Office, U.S. Nuclear Regulatory Commission, Washington, DC 20585.
11. **a. TYPE OF REPORT.** State draft, final, preliminary, technical, technical, regulatory, quarterly, etc., and, if applicable, include date.  
**b. PERIOD COVERED.**
12. **SUPPLEMENTARY NOTES.** Enter information not included elsewhere but useful, such as Prepared in cooperation with Presented at conference of To be published Doctet No. When a report is revised, indicate whether the new report supersedes or supplements the older report.
13. **ABSTRACT.** Include a brief (200 words or less) factual summary of the most significant information contained in the report. If the report contains a significant bibliography or literature survey or multiple volumes, mention it here. Abstract is to be prepared by author or project manager.
14. **DOCUMENT ANALYSIS**
  - a. **KEY WORDS/DESCRIPTORS.** Select from the Energy Data Base Subject Thesaurus, DOE/TIC-700R R.5, the proper authorized terms that identify the major concept of the research and are sufficiently specific and precise to be used as index entries for cataloging.
  - b. **IDENTIFIERS AND OPEN-ENDED TERMS.** Use identifiers for project name, code names, equipment designators, etc. Use open-ended (keyword) terms written in descriptor form (14a) for those subjects for which no descriptor exists in the thesaurus.
15. **AVAILABILITY STATEMENT.** Denote public releasability, for example "unlimited", or limitation for reasons other than security.
16. **SECURITY CLASSIFICATION.** Enter U.S. Security Classification in accordance with U.S. Security Regulations (i.e., unclassified).
17. **NUMBER OF PAGES.** Leave blank. (Added by NTIS)
18. **PRICE.** Leave blank. (Added by NTIS)



PART III

UNCLASSIFIED TECHNICAL LETTER REPORTS

A. FORMAT

1. Applicability

- a. The requirements of this part apply to unclassified contractor technical letter reports. (See Part I.A for definition.)
- b. The requirements of this part do not apply to consultants and contractors to the NRC boards, panels, and advisory committees which report directly to the Commission.

2. Requirements

Technical letter reports are prepared, duplicated and distributed in accordance with the requirements of the Statement of Work in the contract or in the Standard Order for DOE Work. Each such report must be identified with the financial number (FIN) assigned to the project. The number of copies to be prepared and the distribution of those copies will be specified by the project manager. If unclassified and non-sensitive, the NRC project manager is responsible for making such reports available in the NRC Public Document Room (PDR) by sending them to the PDR through the NRC Document Control System.

B. PATENT AND SECURITY REVIEWS

1. Patent Review

Patent implications shall be considered prior to approval of reports for public release so that disclosure will not adversely affect the patent rights of NRC. If the work being reported is contractually managed through another government agency (e.g., DOE laboratories), that government agency should be requested by the contractor to perform the patent review.

If NRC directly administers the contract or the contractor is unable to obtain a patent clearance from the government agency administering the contract, the responsible NRC contracting officer shall be consulted, and the responsible NRC project manager shall consider the patent implications.

If there is a possibility that there is disclosure of developments of an inventive nature, the NRC contracting officer shall request assistance from the NRC Patent Counsel, Office of the Executive Legal Director.

2. Security Review

In most cases, contractor technical letter reports will be unclassified. Should a report of sensitive unclassified or classified work be required, however, the project manager must work with the Division of Security to establish the appropriate security procedures and inform the contractor of such procedures. The standards for marking and handling such reports are given in Part V of this appendix and NRC Appendix 2101.



PART IV

UNCLASSIFIED FORMAL REPORTS TO BE PRINTED FOR THE NRC  
OFFICE OF NUCLEAR REGULATORY RESEARCH BY DOE  
LABORATORIES WITH JCP-AUTHORIZED FEDERAL PRINTING PLANTS

A. DOCUMENTATION

1. Applicability

- a. The requirements of this part apply to NRC staff who are responsible for agreements with DOE Laboratories and their contractors who print regulatory and technical reports required by NRC. (See also Chapter NRC-1102).
- b. With respect to sensitive unclassified and classified reports the requirements set forth in Part V of this appendix shall be used in conjunction with NRC Appendix 2101.
- c. The requirements of this part do not apply to consultants and contractors to the NRC boards, panels and advisory committees which report directly to the Commission.

2. Front Cover and Title Page

- a. Separate covers (of different paper than that of the text) and title page are required.\*
- b. Items such as those shown in Exhibits 3 and 4 and discussed below shall appear on the front cover and title page, as appropriate.\*\* While layouts and typefaces need not be exactly the same as in Exhibits 3 and 4, the items shall appear in approximately the locations indicated and with the same relative prominence.

(1) NRC Report Number

Each report shall be identified by an NRC-controlled alpha-numeric designation as the prime designation unique to that document. The centralized report control system for unique identification is maintained by the Division of Technical Information and Document Control. Numbers may

\*The cover stock of the performing organization may be used; however it must include the data elements shown in Exhibit 3.

\*\*These requirements meet the specifications of American National Standard ANSI Z39.18-1974, "Guidelines for Format and Production of Scientific and Technical Reports," and ANSI Z39.23-1974, "Technical Report Numbers."



be obtained by calling the Division of Technical Information and Document Control or by submitting a copy of NRC Form 426A (Exhibit 5) with a request for a number.

The NRC identification number will have the form:

NUREG/CR-XXXX or NUREG/CP-XXXX

The contractor's report number, if any, will be inserted below the NUREG number on the title page and cover, as shown in Exhibits 3 and 4, if desired by the contractor.

When a report consists of more than one volume or binding or is issued in more than one edition, an appropriate volume, supplement, part, or revision designation shall appear immediately below the report number(s). NRC report numbers on covers and title pages shall be shown entirely on one line to facilitate computer processing.

(2) Title and Subtitle

- (a) Use a brief title, which indicates clearly the subject matter covered in the report.
- (b) When a report is prepared in more than one volume, repeat the primary title on each volume.
- (c) If appropriate, show the type of report (e.g., annual report, final report, etc.) and the period covered as part of the subtitle.

(3) Personal Author(s)' Name(s)

- (a) Authors' names should be given on the title page and cover unless this is impractical, as in the case of annual reports which have many contributors. If authors' contributions are as editors, compilers, etc., so indicate on title page and cover following the names. In addition, list affiliation of each author only if affiliated with an organization other than the organization generating the report.
- (b) Authors may be identified on backstrips (spines) of bound volumes.

(4) Organization Identification

- (a) On the cover, provide the name of the contractor responsible for preparing the report, followed by "Prepared for the U.S. Nuclear Regulatory Commission."

(b) On the title page, provide information of the type illustrated in Exhibit 4.

(5) Basis for Report Dates(s)

(a) The basis for dating may be shown along with the date on the title page. Various bases for dating are possible; e.g., date report completed, date reviews completed, date published, date distributed, etc.

(b) More than one date, with the basis for each, may be shown where this is necessary.

3. Availability and Price Information

All formal reports will be made available for sale by NRC and NTIS. The statement shown in Exhibit 6 is required on the inside of the front cover.

4. Disclaimer

The following notice shall be added during the printing step on the inside front cover (Exhibit 6): "This report was prepared as an account of work sponsored by the United States Government. Neither the United States Government nor any agency thereof, or any of their employees, makes any warranty, expressed or implied, or assumes any legal liability or responsibility for any third party's use, or the results of such use, of any information, apparatus, product or process disclosed, or represents that its use by such third party would not infringe privately owned rights." The following additional statement, "The views expressed in this report are not necessarily those of the U.S. Nuclear Regulatory Commission" will be printed below the standard disclaimer, if appropriate. Other qualifying statements may be added, if needed (see Part I.C., Requirements for Draft Reports).

5. Previous Reports in Series

If the report being prepared is one in an ongoing series, list all previous reports in the series. Include report numbers and issuance dates. Place this list on the back of the title page.

6. Abstract

An abstract of 200 words or less shall be prepared for each formal report. Within the report, the abstract shall appear on a separate page between the list of previous documents in the series and the contents page.\*

\*This preferred positioning of the abstract in the document need not be followed if the style manual of the originating organization requires a different location.



7. References and Bibliographies

Reports or other documents referenced in text, reference sections, bibliographies, and appendixes of unclassified regulatory and technical reports in the NUREG series must be available to the public either in the public domain (as in a public library, at the Government Printing Office, at the National Technical Information Service, or at other reference or sales outlets) or in the NRC Public Document Room. This means that references should not be made to personal communications and interviews, unpublished information and information with restricted distribution (e.g., proprietary, national security, official use only, etc.). If the unretrievable information is important and unrestricted, it can be quoted in the text, in footnotes, or in appendixes. If credit is due to individuals, they can be mentioned in the text or in an acknowledgement section. Availability may be stated collectively for all entries (see Exhibit 6).

Guidelines for developing and presenting reference material are provided in NUREG-0650, "Technical Writing Style Guide," published in November 1979 (see Appendix A, pp. 19-23, for specific guidance) and Supplement 1 dated February 1982.

8. Bibliographic Data Sheet

NRC Form 335 (Exhibit 7) shall be prepared and included in the camera-ready copy as the final right-hand page.

B. PATENT AND SECURITY REVIEWS

1. Patent Review

Patent implications shall be considered prior to approval of reports for public release so that disclosure will not adversely affect the patent rights of NRC or the contractor. The DOE Operations Office responsible for the contractor should perform the patent review. The results of such review shall be reported by the contractor on NRC Form 426A in item 11 (Exhibit 5).

2. Security Review

In most cases, reports will be unclassified. Should a report of sensitive unclassified or classified work be required, however, the NRC project manager must work with the Division of Security to establish the appropriate classification procedures and inform the contractor. The standards for marking and handling such reports are given in Part V of this appendix and NRC Appendix 2101.



C. PROCEDURES FOR PRINTING AND DISTRIBUTING

1. Printing

Contractor reports may be printed only by a JCP-authorized printing plant and then only if prepared for the NRC Office of Nuclear Regulatory Research. Reports printed by the contractor and one reproducible master shall be submitted to the Division of Technical Information and Document Control, with completed NRC Form 426A. The number of copies specified by the Statement of Work for standard and incidental distribution shall be provided. The appropriate identifying number (NUREG/CR-\_\_\_) may be obtained as discussed in Section A.2.b.(1).

2. Reprinting

Requests for reprinting of any report at NRC expense subsequent to the initial printing requires approval of the Division of Technical Information and Document Control. The request shall include a written justification and the project managers approval for the reprinting, along with address labels for the recipients.

3. Distribution of Reports

All copies of unclassified formal contractor reports will be distributed by the Division of Technical Information and Document Control in accordance with instructions on NRC Form 426A (Exhibit 5). NRC Form 426A must be signed by a contractor official authorized by the project manager. Such authorization shall be reported in writing to the Division of Technical Information and Document Control.

If any distribution is to be made other than, or in addition to, the standard distribution established for the report, written justification and the project manager's approval for printing additional copies shall accompany the reproducible masters when submitted to the Division of Technical Information and Document Control. Address labels for the additional distribution must be supplied.

The Division of Technical Information and Document Control will arrange automatic distribution of these reports to the NRC Document Control System, the NRC Public Document Room, the National Technical Information Service (NTIS), the Government Printing Office and the Depository Library Service.

Distribution of sensitive (unclassified) and classified reports will be made by the NRC project manager on a case-by-case basis.

PART V

REPORTS CONTAINING SENSITIVE UNCLASSIFIED  
AND CLASSIFIED INFORMATION

A. APPLICABILITY

These procedures and exhibits of this part apply to sensitive unclassified and classified reports prepared by NRC contractors. These reports include those designated:

Official Use Only  
Limited Official Use  
Proprietary Information  
Safeguards Information  
Confidential  
Secret  
Top Secret

Only sufficient information is presented here to aid in the preparation of the properly marked covers, title pages, back covers, and text pages. Details of the NRC Security Program and specific provisions for determining when to use the markings exhibited are contained in NRC Appendix 2101.

The reports covered are defined as sensitive unclassified or classified. Sensitive unclassified information refers to information designated Official Use Only, Limited Official Use, and Proprietary Information. Sensitive unclassified information also includes Safeguards Information that must be protected from unauthorized disclosure pursuant to 10 CFR 73.21 and Section 147 of the Atomic Energy Act of 1954, as amended, information withheld from public dissemination under the Freedom of Information Act or Privacy Act, and information not to be exported to or disclosed to foreign countries.

Classified information as used in this part includes Restricted Data, Formerly Restricted Data or National Security Information that requires protection in one of the three classification categories described in Executive Order 12356: Top Secret, Secret or Confidential.

The uses of each of the sensitive unclassified and classified categories and the markings required on reports are discussed and exhibited in the following sections. All sensitive unclassified and classified reports are to be sent directly to the project manager.

B. OFFICIAL USE ONLY AND LIMITED OFFICIAL USE INFORMATION.

NRC regulations require an Official Use Only marking to be placed on a report only when the originator or other holder believes the marking is



essential to ensure proper handling. Reports designated Official Use Only will contain only unclassified information originated by or furnished to an NRC contractor which is to be withheld from public disclosure. The report on which the marking appears must be reviewed at the time a request for release is received to determine its releasability. The Official Use Only marking is notice of the originator's determination of the applicability of an exemption under the Freedom of Information Act or Privacy Act or both at the time of origination.

Official Use Only NRC contractor reports shall be marked as shown in Exhibits 8 through 10.

Limited Official Use information is information originated by the U.S. Department of State. A report originated by an NRC contractor that contains Limited Official Use information shall be marked as shown in Exhibits 11 through 13.

Procedures for reproducing, transmitting, protecting, and handling reports containing Official Use Only and Limited Official Use information and removing such reports from those categories are detailed in NRC Appendix 2101.

### C. PROPRIETARY INFORMATION

Proprietary information is a specific type of Official Use Only information. Proprietary information includes:

1. trade secrets.
2. privileged or confidential research, development, commercial or financial information exempt from mandatory disclosure under 10 CFR Part 2, "Rules of Practice for Domestic Licensing Proceedings," Sections 2.740 and 2.790 and under 10 CFR Part 9, "Public Records," Section 9.5, "Exemptions."
3. information submitted in confidence to NRC by a foreign source, which has been determined by NRC to be unclassified.

Unclassified NRC contractor reports containing proprietary information shall be marked as shown in Exhibits 14 through 18. In each instance, the optional wording that describes the material being presented should be selected.

If a report contains both Official Use Only information and proprietary information, the front cover shall be marked as proprietary information and may also be marked as Official Use Only information, if necessary. Pages in the report that contain proprietary information may be marked accordingly, including, marginal or other indicators of the specific wording that is proprietary. Similarly, the pages that contain Official Use Only information without proprietary information may be marked Official Use Only



Procedures for reproducing, transmitting, protecting and handling proprietary information reports and removing them from the proprietary information category are detailed in NRC Appendix 2101. A cover sheet (Exhibit 19) is to be placed on each hard copy of a report containing proprietary information.

#### **D. SAFEGUARDS INFORMATION**

Safeguards information may be of three types: (1) classified information, which is marked and handled as indicated in Section E, (2) unclassified information restricted under Section 147 of the Atomic Energy Act, which is marked and handled as described in this Section, and (3) unclassified information, which is publicly available and handled as indicated in Parts I through IV.

The safeguards information that is to be protected as described here is unclassified information used in a report which specifically identifies certain licensee's or applicant's detailed:

1. security measures for the physical protection of special nuclear material
2. security measures for the physical protection and location of certain plant equipment vital to the safety of production or utilization facilities.

Unclassified NRC contractor reports containing safeguards information that is to be protected shall be marked as shown in Exhibits 20 through 22.

Procedures for reproducing, transmitting, protecting, and handling safeguards information reports and removing them from the safeguards information category are detailed in NRC Appendix 2101. A cover sheet (Exhibit 23) is to be placed on each hard copy of a report containing safeguards information.

#### **E. CLASSIFIED INFORMATION**

Classified information is limited to Restricted Data, Formerly Restricted Data and National Security Information. The procedures for making classification determinations and for marking, reproducing, transmitting, protecting, and handling reports containing classified information and removing such reports from classified categories are detailed in NRC Appendix 2101. These procedures are too complex for summarizing here.

Classification determinations regarding NRC information may be made solely by authorized classifiers designated by NRC or DOE. Authorized classifiers are responsible for insuring that reports they determine to be classified are marked and protected in accordance with the provisions of NRC Appendix 2101.

It is important to note that information may not be classified in order to prevent or delay the release of information that does not require protection in the interest of national security. Basic scientific research information not clearly related to national security may not be classified.

**EXHIBIT 8  
SAMPLE COVER FOR A CONTRACTOR REPORT CONTAINING  
OFFICIAL USE ONLY INFORMATION**

**OFFICIAL USE ONLY**

NUREG/CR-XXXX (S)

**Title**  
**Subtitle and Type of Report**

Author(s), Editor(s)  
Contractor  
Prepared for  
U.S. Nuclear Regulatory Commission

WITHHOLD FROM PUBLIC DISCLOSURE

**OFFICIAL USE ONLY**



**EXHIBIT 9**  
**SAMPLE TITLE PAGE FOR A CONTRACTOR REPORT CONTAINING  
OFFICIAL USE ONLY INFORMATION**

**OFFICIAL USE ONLY**

NUREG/CR-XXXX (S)

**Title**  
Subtitle and Type of Report

Manuscript Completed: (date)  
Date Published: (month, year)  
Author(s), Editor(s)  
Contractor name and address

Prepared for  
Division  
Office  
U.S. Nuclear Regulatory Commission  
Washington, D.C. 20545  
NRC FIN No.

**OFFICIAL USE ONLY**

**EXHIBIT 10  
SAMPLE BACK COVER FOR A CONTRACTOR REPORT CONTAINING  
OFFICIAL USE ONLY INFORMATION**

**OFFICIAL USE ONLY**

**OFFICIAL USE ONLY**

**EXHIBIT 11**  
**SAMPLE COVER FOR A CONTRACTOR REPORT CONTAINING**  
**LIMITED OFFICIAL USE INFORMATION**

**LIMITED OFFICIAL USE**

NUREG/CR-XXXX (S)

**Title**  
**Subtitle and Type of Report**

Author(s), Editor(s)  
Contractor  
Prepared for  
U.S. Nuclear Regulatory Commission

WITHHOLD FROM PUBLIC DISCLOSURE

**LIMITED OFFICIAL USE**



**EXHIBIT 12  
SAMPLE TITLE PAGE FOR A CONTRACTOR REPORT CONTAINING  
LIMITED OFFICIAL USE INFORMATION**

**LIMITED OFFICIAL USE**

NUREG/CR-XXXX (S)

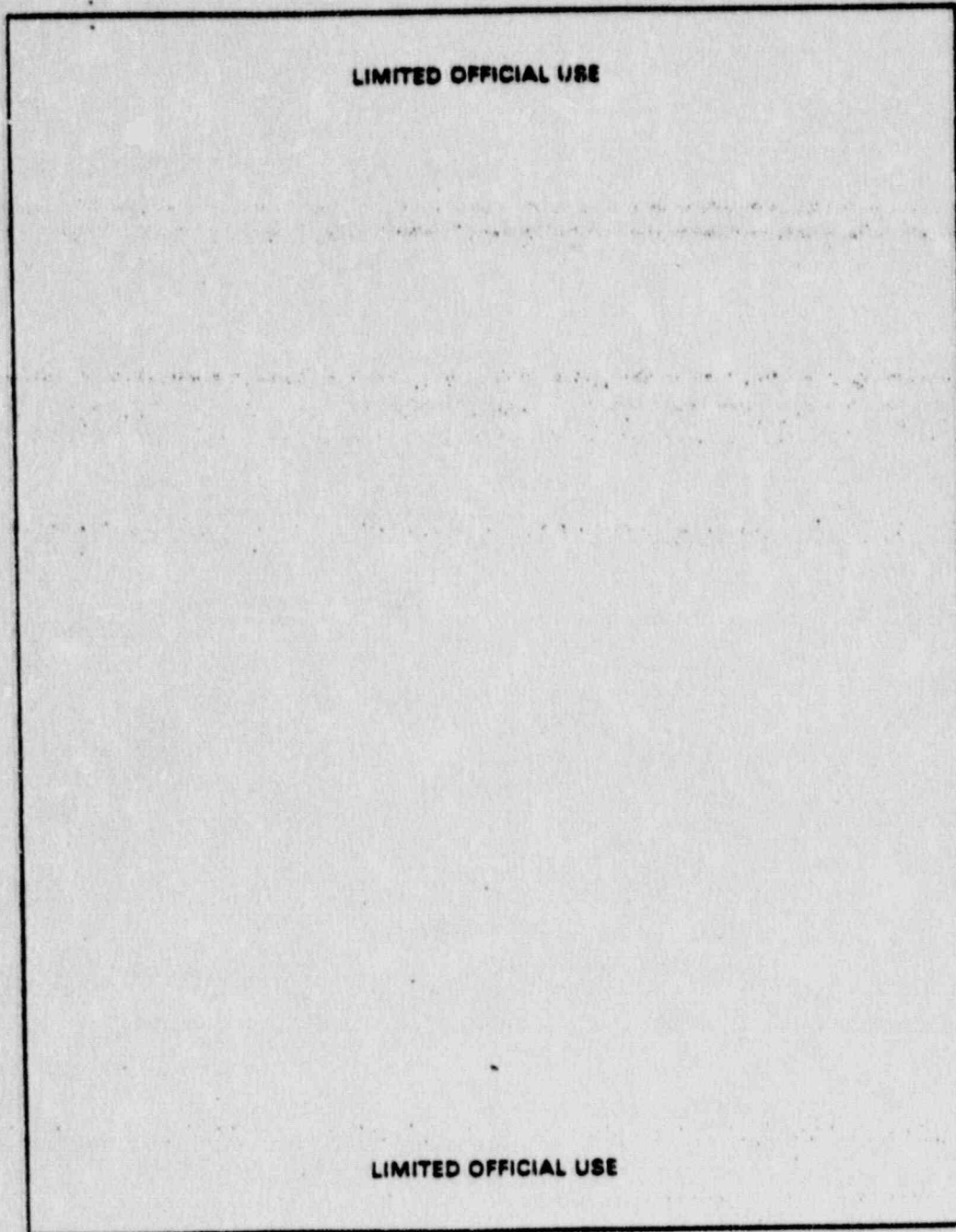
**Title**  
Subtitle and Type of Report

Manuscript Completed: (date)  
Date Published: (month, year)  
Author(s), Editor(s)  
Contractor name and address

Prepared for  
Division  
Office  
U.S. Nuclear Regulatory Commission  
Washington, D.C. 20555  
NRC FIN No.

**LIMITED OFFICIAL USE**

**EXHIBIT 13**  
**SAMPLE BACK COVER FOR A CONTRACTOR REPORT CONTAINING**  
**LIMITED OFFICIAL USE INFORMATION**



**EXHIBIT 14  
SAMPLE COVER FOR A CONTRACTOR REPORT CONTAINING  
PROPRIETARY INFORMATION OBTAINED FROM A U.S. ORGANIZATION**

**PROPRIETARY INFORMATION**

NUREG/CR-XXXX (P)

**Title  
Subtitle and Type of Report**

Author(s), Editor(s)  
Contractor  
Prepared for  
U.S. Nuclear Regulatory Commission

**TRADE SECRET OR PRIVILEGED OR CONFIDENTIAL  
COMMERCIAL OR FINANCIAL INFORMATION**

This document contains information  
submitted to NRC by

\_\_\_\_\_  
Name of Company and Name of Submitter

which has been determined to be exempt  
to be proprietary in accordance with 10CFR  
2.780 (b) (10CFR 9.5) (10CFR Part 21) and is  
exempt from mandatory public disclosure pur-  
suant to 10CFR Part 9

**WITHHOLD FROM PUBLIC DISCLOSURE**

\_\_\_\_\_  
Signature Title and Office Date

**PROPRIETARY INFORMATION**



**EXHIBIT 15**  
**SAMPLE COVER PAGE FOR A CONTRACTOR REPORT CONTAINING**  
**PROPRIETARY INFORMATION OBTAINED FROM A FOREIGN SOURCE**

**PROPRIETARY INFORMATION**

NUREG/CR-KXXX (P)

**Title**  
**Subtitle and Type of Report**

Author(s), Editor(s)  
Contractor  
Prepared for  
U.S. Nuclear Regulatory Commission

**FOREIGN INFORMATION**

This document contains information  
submitted to NRC by

\_\_\_\_\_  
Name of Company and Name of Submitter  
which is described in 10CFR 2.780 (d)(2)  
and is exempt from mandatory public disclosure  
pursuant to 10CFR Part 9

**WITHHOLD FROM PUBLIC DISCLOSURE**

\_\_\_\_\_  
Signature Title and Office (Date)

**PROPRIETARY INFORMATION**

**EXHIBIT 16  
SAMPLE TITLE PAGE FOR A CONTRACTOR REPORT CONTAINING  
PROPRIETARY INFORMATION OBTAINED FROM A U.S. ORGANIZATION**

**PROPRIETARY INFORMATION**

NUREG/CR-XXXX (P)

**Title**  
Subtitle and Type of Report

Manuscript Completed (date)  
Date Published (month, year)

Author(s) Editor(s)  
Contractor name and address

Prepared for  
Division  
Office  
U.S. Nuclear Regulatory Commission  
Washington, D.C. 20555  
NRC File No.

**TRADE SECRET OR PRIVILEGED OR CONFIDENTIAL  
COMMERCIAL OR FINANCIAL INFORMATION**

This document contains information submitted  
to NRC by

\_\_\_\_\_  
(Name of Company and Name of Submitter)

which has been determined (which is claimed)  
to be proprietary in accordance with (10CFR  
2.790 (b)) (10CFR 9.5) (10CFR Part 21) and is  
exempt from mandatory public disclosure but  
subject to 10CFR Part 9

**WITHHELD FROM PUBLIC DISCLOSURE**

\_\_\_\_\_  
(Signature Title and Office) (Date)

**PROPRIETARY INFORMATION**

**EXHIBIT 17**  
**SAMPLE TITLE PAGE FOR A CONTRACTOR REPORT CONTAINING**  
**PROPRIETARY INFORMATION OBTAINED FROM A FOREIGN SOURCE**

**PROPRIETARY INFORMATION**

NUREG/CR-XXXX (P)

**Title**  
Subtitle and Type of Report

Manuscript Completed: (date)  
Date Published: (month, year)

Author(s), Editor(s)

Manuscript Completed: (date)  
Date Published: (month, year)

Author(s), Editor(s)  
Contractor name and address

Prepared for  
Division  
Office  
U.S. Nuclear Regulatory Commission  
Washington, D.C. 20555  
NRC File No.

**FOREIGN INFORMATION**

This document contains information  
submitted to NRC by

\_\_\_\_\_  
Name of Company and Name of Submitter  
which is described in 10CFR 2.79(f) (d)(2)  
and is exempt from mandatory public disclosure  
pursuant to 10CFR Part 9

**WITHHELD FROM PUBLIC DISCLOSURE**

\_\_\_\_\_  
Signature, Title and Office (Date)

**PROPRIETARY INFORMATION**



**EXHIBIT 18  
SAMPLE BACK COVER FOR A CONTRACTOR REPORT CONTAINING  
PROPRIETARY INFORMATION**

**PROPRIETARY INFORMATION**

**PROPRIETARY INFORMATION**

**EXHIBIT 19  
COVER SHEET FOR REPORT CONTAINING PROPRIETARY INFORMATION**

**PROPRIETARY INFORMATION**

**NOTICE**

THE ATTACHED DOCUMENT CONTAINS "PROPRIETARY INFORMATION" AND SHOULD BE HANDLED AS NRC "OFFICIAL USE ONLY" INFORMATION. IT SHOULD NOT BE DISCUSSED OR MADE AVAILABLE TO ANY PERSON NOT REQUIRING SUCH INFORMATION IN THE CONDUCT OF OFFICIAL BUSINESS AND SHOULD BE STORED, TRANSFERRED, AND DISPOSED OF BY EACH RECIPIENT IN A MANNER WHICH WILL ASSURE THAT ITS CONTENTS ARE NOT MADE AVAILABLE TO UNAUTHORIZED PERSONS.

COPY. \_\_\_\_\_  
DOCKET NO. \_\_\_\_\_  
CONTROL. \_\_\_\_\_  
REPORT. \_\_\_\_\_  
REC'D W/LTR DTD. \_\_\_\_\_

**PROPRIETARY INFORMATION**

Approved: December 10, 1980

Approved: August 29, 1984

**EXHIBIT 20  
SAMPLE COVER FOR A CONTRACTOR REPORT CONTAINING  
UNCLASSIFIED SAFEGUARDS INFORMATION**

**SAFEGUARDS INFORMATION**

NUREG/CR-XXXX (SG)

**Title  
Subtitle and Type of Report**

**Author(s), Editor(s)  
Contractor**

**Prepared for  
U.S. Nuclear Regulatory Commission**

The determination that this document contains  
safeguards information was made by

(Name) (Title) (Organization) (Date)

Violation of protection requirements of 10CFR  
73.21 subject to civil or criminal penalties

**SAFEGUARDS INFORMATION**



**EXHIBIT 21**  
**SAMPLE TITLE PAGE FOR A CONTRACTOR REPORT CONTAINING**  
**UNCLASSIFIED SAFEGUARDS INFORMATION**

**SAFEGUARDS INFORMATION**

NUREG/CR-XXXX (SG)

**Title**

**Subtitle and Type of Report**

Manuscript Completed: (date)  
Date Published: (month, year)

Author(s), Editor(s)  
Contractor name and address

Prepared for  
Division  
Office  
U. S. Nuclear Regulatory Commission  
Washington, D. C. 20545  
NRC File No.

**SAFEGUARDS INFORMATION**

**EXHIBIT 22  
SAMPLE BACK COVER FOR A CONTRACTOR REPORT CONTAINING  
UNCLASSIFIED SAFEGUARDS INFORMATION**

**SAFEGUARDS INFORMATION**

**SAFEGUARDS INFORMATION**

**EXHIBIT 23**  
**COVER SHEET FOR A CONTRACTOR REPORT CONTAINING**  
**UNCLASSIFIED SAFEGUARDS INFORMATION**

**SAFEGUARDS INFORMATION**

THIS DOCUMENT CONTAINS INFORMATION WHICH MUST BE PROTECTED FROM UNAUTHORIZED DISCLOSURE. 10 CFR 73.21 AND SECTION 147, ATOMIC ENERGY ACT OF 1954 APPLY. VIOLATIONS ARE SUBJECT TO CIVIL OR CRIMINAL PENALTIES.

THIS DOCUMENT IS NOT TO BE LEFT UNATTENDED OR ACCESSIBLE TO UNAUTHORIZED PERSONS. WHEN NOT IN USE, IT MUST BE STORED IN A LOCKED SECURITY STORAGE CONTAINER.

IT IS YOUR RESPONSIBILITY TO PROTECT THE INFORMATION CONTAINED IN THIS DOCUMENT FROM COMPROMISE, THEFT OR UNAUTHORIZED DISCLOSURE.

**SAFEGUARDS INFORMATION**



PART VI

HANDLING OF UNCLASSIFIED INFORMATION ON NRC COOPERATIVE  
PROGRAMS WITH FOREIGN GOVERNMENTS AND ORGANIZATIONS  
AND WITH U.S. INDUSTRY

The Nuclear Regulatory Commission has requested that its Program Offices establish, to the extent feasible, cooperative nuclear safety research programs that involve either or both U.S. industry and foreign governments and organizations. Such involvement includes monetary contributions, information exchange, and comments on program plans and results. This is authorized in 42 U.S.C. 5801. To this end, international and U.S. industry agreements have been signed that provide for transmitting unclassified information from NRC to participants. These procedures apply only to NRC-managed work not programatically funded by DOE.

The interests of all NRC cooperative nuclear safety research program participants are served best by early, rapid dissemination for comment of information on these programs developed for NRC by NRC contractors. This can be accomplished by distribution of "Draft Preliminary Reports (or Codes)" for comment for a specified period of time, followed by issue as formal NUREG/CR reports, with the concurrence of the participants. Specific procedures for accomplishing these goals and for transmitting information prepared by the NRC and DOE facilities and contractors and their subcontractors working on these programs are presented in the following sections. The procedures detailed here have been agreed to by DOE and have been provided to the responsible DOE Operations Officers and NRC Program and Project Managers as guidance.

A. PREPARATION OF DRAFT PRELIMINARY REPORTS FOR COMMENT

The first issuance of information by a contractor shall be designated "Draft Preliminary Report (or Code)," and shall include the cover sheet shown in Exhibit 24.

The following notice is to be printed on the bottom of the cover sheet (Exhibit 24):

NOTICE

THIS DRAFT PRELIMINARY REPORT IS ISSUED ONLY TO  
PARTICIPANTS IN THE DESIGNATED COOPERATIVE PROGRAM

This report was prepared in contemplation of Commission action. It has not have received patent review and may contain information received in confidence. Therefore, the contents of this report should neither be disclosed to others nor reproduced, wholly or partially, unless written permission to do so has been obtained from the appropriate USNRC office. The recipient is requested to take the necessary action to ensure the protection of this report.

This notice has been agreed to by the legal staffs of both NRC and DOE and is not to be added to or changed. Any problem in this regard shall be brought to the attention of the NRC project manager, who will consult with the NRC legal staff.

The "Draft Preliminary Report (or Code)" shall be submitted by first class or express mail by the contractor to the NRC project manager, with the letter shown in Exhibit 25, in the number of copies specified by the project manager (in most instances this will be fewer than 20 copies). The contractor (DOE facility, contractor or subcontractor or other contractor) may retain copies only for internal use. DOE facilities and contractors and their subcontractors shall not distribute copies of this draft report to DOE/TIDC. Draft reports may be distributed to interested DOE program offices. Subsequent issues of the information shall also be designated "Draft Preliminary Report (or Code)" until the NRC project manager authorizes preparation of a NUREG/CR report.

"Draft Preliminary Reports (or Codes)" shall not be identified as NUREG/CR reports or carry any contractor report number or NRC distribution codes.

#### B. DISTRIBUTION BY NRC PROJECT MANAGERS

The NRC project manager will distribute the copies received only to (1) the participants in the program, (2) the NRC staff with a need-to-know, and (3) others authorized by the program or project manager. Transmittal to participants shall be by first class or express mail, including air mail to foreign participants. If premium cost mail services are to be used, a Division Director or comparable or higher authority must certify to the need on NRC Form 420, "Request for Premium Cost Mail Service." Premium cost mail is:

1. Express Mail, Priority Mail (First Class weighing more than 12 ounces)
2. International Express Mail (Air Mail weighing more than 10 ounces)

(See Chapter NRC-0255-058 and NRC Appendix 0255, Part V, Annex A)

#### C. COMMENT PERIOD AND ISSUANCE OF NUREG/CR REPORT

A minimum of six months will be allowed for comments and resolution of comments. At the end of the comment period, the NRC project manager shall, with the concurrence of the participants, authorize the contractor to issue the information as a NUREG/CR report in accordance with the provisions of this Chapter.

#### D. REPORT IDENTIFIERS

The "Draft Preliminary Reports (or Codes)" will be uniquely identified only by the Financial Identification Number (FIN) assigned by NRC and

**PUBLICATION OF TECHNICAL REPORTS PREPARED BY  
NRC CONTRACTORS, INCLUDING REPORTS PREPARED  
UNDER OR PURSUANT TO INTERAGENCY AGREEMENTS**

NRC Appendix 3202  
Part VI

the appropriate periodic notation, if any, included in the title (Exhibit 24). They shall not be given standard report nomenclature until the NRC project manager authorizes publication as a NUREG/CR report. At that time, the contractor may add its own designation below the NUREG/CR number, as shown in Exhibits 3 and 4.

**E. MAILING TO PROGRAM PARTICIPANTS**

The physical transmission of reports from NRC to program participants shall be handled by the Document Management Branch (DMB), Division of Technical Information and Document Control (TIDC), based on address labels of participants supplied by the project manager. The transmittal sheet shown in Exhibit 26 shall be used to transmit the documents and the labels to DMB.

**F. SECURITY**

If information included in the report or code has been determined to be sensitive unclassified or classified information (see statement of work) the procedures of Part V also apply. The report (or code) may not be classified solely for the purpose of limiting distribution to the participants.



**EXHIBIT 24**  
**SAMPLE COVER FOR A DRAFT PRELIMINARY REPORT (CODE)**  
**FOR COMMENT**

DRAFT PRELIMINARY REPORT (CODE) FOR COMMENT

FIN NO. \_\_\_\_\_

Title of Program

Subtitle for This Report, Including  
Appropriate Periodic Notation, If Any  
(e.g., First Quarter, Issue No. 1)

Prepared by (Name of DOE Facility, Contractor and/or  
Subcontractors, if any)

for

U.S. Nuclear Regulatory Commission

**NOTICE**

**THIS DRAFT PRELIMINARY REPORT IS ISSUED ONLY TO  
PARTICIPANTS IN THE DESIGNATED COOPERATIVE PROGRAM**

This report was prepared in contemplation of Commission action. It has not received patent review and may contain information received in confidence. Therefore, the contents of this report should neither be disclosed to others nor reproduced, wholly or partially, unless written permission to do so has been obtained from the appropriate USNRC office. The recipient is requested to take the necessary action to ensure the protection of this report.

EXHIBIT 25  
TRANSMITTAL LETTER FROM CONTRACTOR TO NRC PROJECT  
MANAGER FOR DRAFT PRELIMINARY REPORT

TO: NRC Project Manager  
SUBJECT: DRAFT PRELIMINARY REPORT (CODE) ON  
(PROGRAM TITLE) FOR COMMENT

The enclosed "Draft Preliminary Report (Code)" is being submitted for comment. It is our understanding that the comment period shall extend six months from the date of mailing of the draft to the participants. Upon resolution of the comments after that period and with concurrence of the cooperative program participants, the NRC Program Manager will authorize publication of this report in the NUREG/CR series under the provisions of NRC Manual Chapter 1102 or 3202.

DOE Facility or Contractor Representative

**EXHIBIT 26**

**TRANSMITTAL SHEET FOR REQUESTING  
MAILING TO COOPERATIVE PROGRAM  
PARTICIPANTS**

Recipients: Addresses on attached labels

Method of Mailing:

- First Class Postal Service to U. S. addresses
- Express mail to U. S. addresses\*
- Air mail to foreign addresses\*
- Surface mail to foreign addresses  
(may require up to three (3) months)

**THIS MAILING CONTAINS NO PROPRIETARY INFORMATION OR OTHER  
SENSITIVE UNCLASSIFIED INFORMATION**

Special Instructions:

Individual Requesting Mailing: Project Manager or High Authority

Enclosures:

1. Address labels
2. Documents to be mailed

\*If premium cost mail services are to be used, a Division Director or comparable or higher authority must certify to the need on NRC Form 420, "Request for Premium Cost Mail Service." Premium cost mail is:

1. Express Mail, Priority Mail (First Class weighing more than 12 ounces)
2. International Express Mail (Air Mail weighing more than 10 ounces)

(See Chapter NRC 0255-058 and NRC Appendix 0255, Part V, Annex A)



**CONTRACT PRICING PROPOSAL COVER SHEET**

1. SOLICITATION/CONTRACT/W NO.

UMB NO.  
3090-0116

NOTE: This form is used in contract actions if submission of cost or pricing data is required. (See FAR 15.804-6(b))

2. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)

3A. NAME AND TITLE OF OFFEROR'S POINT OF CONTACT

3B. TELEPHONE NO.

4. TYPE OF CONTRACT ACTION (Check)

- |   |   |
|---|---|
| <input type="checkbox"/> A. NEW CONTRACT                    | <input type="checkbox"/> D. LETTER CONTRACT |
| <input type="checkbox"/> B. CHANGE ORDER                    | <input type="checkbox"/> E. UNPRICED ORDER  |
| <input type="checkbox"/> C. PRICE REVISION/ REDETERMINATION | <input type="checkbox"/> F. OTHER (Specify) |

5. TYPE OF CONTRACT (Check)

- FFP     CPFF     CPFF     CFAF  
 FPI     OTHER (Specify)

6. PROPOSED COST (A+B+C)

A. COST	B. PROFIT/FEE	C. TOTAL
\$	\$	\$

7. PLACE(S) AND PERIOD(S) OF PERFORMANCE

8. List and reference the identification, quantity and total price proposed for each contract line item. A line item cost breakdown supporting this recap is required unless otherwise specified by the Contracting Officer. (Continue on reverse, and then on plain paper, if necessary. Use same headings.)

A. LINE ITEM NO.	B. IDENTIFICATION	C. QUANTITY	D. TOTAL PRICE	E. REF.

9. PROVIDE NAME, ADDRESS, AND TELEPHONE NUMBER FOR THE FOLLOWING (If available)

A. CONTRACT ADMINISTRATION OFFICE

B. AUDIT OFFICE

10. WILL YOU REQUIRE THE USE OF ANY GOVERNMENT PROPERTY IN THE PERFORMANCE OF THIS WORK? (If "Yes," identify)

- YES     NO

11A. DO YOU REQUIRE GOVERNMENT CONTRACT FINANCING TO PERFORM THIS PROPOSED CONTRACT? (If "Yes," complete Item 11B)

- YES     NO

11B. TYPE OF FINANCING (If one)

- ADVANCE PAYMENTS     PROGRESS PAYMENTS  
 GUARANTEED LOANS

12. HAVE YOU BEEN AWARDED ANY CONTRACTS OR SUBCONTRACTS FOR THE SAME OR SIMILAR ITEMS WITHIN THE PAST 3 YEARS? (If "Yes," identify (items, customers) and contract numbers)

- YES     NO

13. IS THIS PROPOSAL CONSISTENT WITH YOUR ESTABLISHED MATING AND ACCOUNTING PRACTICES AND PROCEDURE, AND FAR PART 31 COST PRINCIPLES? (If "No," explain)

- YES     NO

14. COST ACCOUNTING STANDARDS BOARD (CASB) DATA (Public Law 91-379 as amended and FAR PART 30)

A. WILL THIS CONTRACT ACTION BE SUBJECT TO CASB REGULATIONS? (If "No," explain in proposal)

- YES     NO

B. HAVE YOU SUBMITTED A CASB DISCLOSURE STATEMENT (CASB DS-1 or 2)? (If "Yes," specify in proposal the office to which submitted and if determined to be adequate)

- YES     NO

C. HAVE YOU BEEN NOTIFIED THAT YOU ARE OR MAY BE IN NON-COMPLIANCE WITH YOUR DISCLOSURE STATEMENT OR COST ACCOUNTING STANDARDS? (If "Yes," explain in proposal)

- YES     NO

D. IS ANY ASPECT OF THIS PROPOSAL INCONSISTENT WITH YOUR DISCLOSED PRACTICES OR APPLICABLE COST ACCOUNTING STANDARDS? (If "Yes," explain in proposal)

- YES     NO

This proposal is submitted in response to the RFP, contract, modification, etc. in Item 1 and reflects our best estimates and/or actual costs as of this date.

15. NAME AND TITLE (Type)

16. NAME OF FIRM

17. SIGNATURE

18. DATE OF SUBMISSION

STANDARD FORM 1411 WITH INSTRUCTIONS

1. SF 1411 provides a vehicle for the offeror to submit to the Government a pricing proposal of estimated and/or incurred costs by contract line item with supporting information, adequately cross-referenced, suitable for detailed analysis. A cost-element breakdown, using the applicable format prescribed in 7A, B, or C below, shall be attached for each proposed line item and must reflect any specific requirements established by the Contracting Officer. Supporting breakdowns must be furnished for each cost element, consistent with offeror's cost accounting system.

When more than one contract line item is proposed, summary total amounts covering all line items must be furnished for each cost element. If agreement has been reached with Government representatives on use of forward pricing rates/factors, identify the agreement, include a copy, and describe its nature. Depending on offeror's system, breakdowns shall be provided for the following basic elements of cost, as applicable:

**Materials** - Provide a consolidated priced summary of individual material quantities included in the various tasks, orders, or contract line items being proposed and the basis for pricing (vendor quotes, invoice prices, etc.).

**Subcontracted Items** - Include parts, components, assemblies, and services that are to be produced or performed by others in accordance with offeror's design, specifications, or direction and that are applicable only to the prime contract. For each subcontract over \$500,000, the support should provide a listing by source, item quantity, price, type of subcontract, degree of competition, and basis for establishing source and reasonableness of price, as well as the results of review and evaluation of subcontract proposals when required by FAR 15.806.

**Standard Commercial Items** - Consists of items that offeror normally fabricates, in whole or in part, and that are generally stocked in inventory. Provide an appropriate explanation of the basis for pricing. If price is based on cost, provide a cost breakdown; if priced at other than cost, provide justification for exemption from submission of cost or pricing data, as required by FAR 15.804-3(e).

**Interorganizational Transfer (at other than cost)** - Explain pricing method used. (See FAR 31.205-26).

**Raw Material** - Consists of material in a form or state that requires further processing. Provide priced quantities of items required for the proposal.

**Purchased Parts** - Includes material items not covered above. Provide priced quantities of items required for the proposal.

**Interorganizational Transfer (at cost)** - Include separate breakdown of cost by element.

Direct Labor - Provide a time-phased (e.g., monthly, quarterly, etc.) breakdown of labor hours, rates, and cost by appropriate category, and furnish bases for estimates.

Indirect Costs - Indicate how offeror has computed and applied offeror's indirect costs, including cost breakdowns, and showing trends and budgetary data, to provide a basis for evaluating the reasonableness of proposed rates. Indicate the rates used and provide an appropriate explanation.

Other Costs - List all other costs not otherwise included in the categories described above (e.g., special tooling, travel, computer and consultant services, preservation, packaging and packing, spoilage and rework, and Federal excise tax on finished articles) and provide bases for pricing.

Royalties - If more than \$250, provide the following information on separate page for each separate royalty or license fee: name and address of licensor; date of license agreement; patent numbers, patent application serial numbers, or other basis on which the royalty is payable; brief description (including any part or model numbers of each contract item or component on which the royalty is payable); percentage or dollar rate of royalty per unit; unit price of contract item; number of units; and total dollar amount of royalties. In addition, if specifically requested by the Contracting Officer, provide a copy of the current license agreement and identification of applicable claims of specific patents. (See FAR 27.204 and 31.205-37).

Facilities Capital Cost of Money - When the offeror elects to claim facilities capital cost of money as an allowable cost, the offeror must submit Form CASB-CMF and show the calculation of the proposed amount (see FAR 31.205-10).

2. As part of the specific information required, the offeror must submit with offeror's proposal, and clearly identify as such, cost or pricing data (that is, data that are verifiable and factual and otherwise as defined at FAR 15.801). In addition, submit with offeror's proposal any information reasonably required to explain offeror's estimating process, including:
  - a. The judgmental factors applied and the mathematical or other methods used in the estimate, including those used in projecting from known data; and
  - b. The nature and amount of any contingencies included in the proposed price.
3. There is a clear distinction between submitting cost or pricing data and merely making available books, records, and other documents without identification. The requirement for submission of cost or pricing data is met when all accurate cost or pricing data reasonably available to the offeror have been submitted, either actually or by specific identification, to the Contracting Officer or an authorized representative. As later information comes into the offeror's possession, it should be promptly submitted to the Contracting Officer. The requirement for submission of cost or pricing data continues to the time of final agreement on price.



4. In submitting offeror's proposal, offeror must include an index, appropriately referenced, of all the cost or pricing data and information accompanying or identified in the proposal. In addition, any future additions and/or revisions, up to the date of agreement on price, must be annotated on a supplemental index.
5. By submitting offeror's proposal, the offeror, if selected for negotiation, grants, the Contracting Officer or an authorized representative the right to examine those books, records, documents, and other supporting data that will permit adequate evaluation of the proposed price. This right may be exercised at any time before award.
6. As soon as practicable after final agreement on price, but before the award resulting from the proposal, the offeror shall, under the conditions stated in FAR 15.804-4, submit a Certificate of Current Cost or Pricing Data.
7. Headings for Submission of Line-Item Summaries:
  - A. New Contracts (including Letter contracts).

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Cost Elements	Proposed Contract Estimate-Total Cost	Proposed Contract Estimate-Unit Cost	Reference
(1)	(2)	(3)	(4)

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Under Column (1) - Enter appropriate cost elements.

Under Column (2) - Enter those necessary and reasonable costs that in offeror's judgment will properly be incurred in efficient contract performance. When any of the costs in this column have already been incurred (e.g., under a letter contract or unpriced order), describe them on an attached supporting schedule. When preproduction or startup costs are significant, or when specifically requested to do so by the Contracting Officer, provide a full identification and explanation of them.

Under Column (3) - Optional, unless required by the Contracting Officer.

Under Column (4) - Identify the attachment in which the information supporting the specific cost element may be found. Attach separate pages as necessary.

B. Change Orders (modifications).

Cost Elements	Estimated Cost of All Work Deleted	Cost Of Deleted Work Already Performed	Net Cost To Be Deleted	Cost Of Work Added	Net Cost Of Change	Reference
(1)	(2)	(3)	(4)	(5)	(6)	(7)

Under Column (1) - Enter appropriate cost elements.

Under Column (2) - Include (i) current estimates of what the cost would have been to complete deleted work not yet performed, and (ii) the cost of deleted work already performed.

Under Column (3) - Include the incurred cost of deleted work already performed, actually computed if possible, or estimated in the Contractor's accounting records. Attach a detailed inventory of work, materials, parts, components, and hardware already purchased, manufactured, or performed and deleted by the change, indicating the cost and proposed disposition of each line item. Also, if offeror desires to retain these items or any portion of them, indicate the amount offered for them.

Under Column (4) - Enter the net cost to be deleted which is the estimated cost of all deleted work less the cost of deleted work already performed.  $\text{Column (2) less Column (3) = Column (4)}$ .

Under Column (5) - Enter the offeror's estimate for cost of work added by the change. When nonrecurring costs are significant, or when specifically requested to do so by the Contracting Officer, provide full identification and explanation of them.

Under Column (6) - Enter the net cost of change which is the cost of work added, less the net cost to be deleted. When this result is negative, place the amount in parentheses.  $\text{Column (4) less Column (5) = Column (6)}$ .

Under Column (7) - Identify the attachment in which the information supporting the specific cost element may be found. Attach separate pages as necessary.

C. Price Revision/Redetermination

Cutoff Date	Number of Units Completed	Number of Units To Be Completed	Contract Amount	Redetermina- tion Proposal Amount	Difference
(1)	(2)	(3)	(4)	(5)	(6)

Cost Elements	Incurred Cost- Preproduc- tion	Incurred Cost- Completed Units	Incurred Cost- Work In Process	Total Incurred Cost	Estimated Cost To Complete	Estimated Total Cost	Reference
(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)

Under Column (1) - Enter the cutoff date required by the contract, if applicable.

Under Column (2) - Enter the number of units completed during the period for which experienced costs of production are being submitted.

Under Column (3) - Enter the number of units remaining to be completed under the contract.

Under Column (4) - Enter the cumulative contract amount.

Under Column (5) - Enter the offeror's redetermination proposal amount.

Under Column (6) - Enter the difference between the contract amount and the redetermination proposal amount. When this result is negative, place the amount in parenthesis. Column (4) less Column (5) = Column (6).

Under Column (7) - Enter appropriate cost elements. When residual inventory exists, the final costs established under fixed-price-incentive and fixed-price-redeterminable arrangements should be net of the fair market value of such inventory. In support of subcontract costs, submit a listing of all subcontracts subject to repricing action, annotated as to their status.

Under Column (8) - Enter all costs incurred under the contract before starting production and other nonrecurring costs (usually referred to as startup costs) from offeror's books and records as of the cutoff date. These include such costs as preproduction engineering, special plant rearrangement, training program, and any identifiable nonrecurring costs such as initial rework, spoilage, pilot runs, etc. In the event the amounts are not segregated in or otherwise available from offeror's records, enter in this column offeror's best estimates. Explain the basis for each estimate and how the costs are charged on offeror's accounting records.



84-B-100

SMALL BUSINESS AND SMALL DISADVANTAGED  
BUSINESS SUBCONTRACTING PLAN

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

Insert within 5 days after notification of award.

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

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

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

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

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

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

(c) The total estimated dollar value of all planned subcontracting (to all types of business concerns) under this contract is \$ \_\_\_\_\_.

(d) The following principal products and/or services will be subcontracted under this contract, and the distribution among small and small disadvantaged business concerns is as follows:

(Products/services planned to be subcontracted to small business concerns are identified by \*-To small disadvantaged business concerns by \* \*)

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(ATTACHMENT MAY BE USED IF ADDITIONAL SPACE IS REQUIRED)

(e) The following method was used in developing subcontract goals (i.e., Statement explaining how the product and service areas to be subcontracted were established, how the areas to be subcontracted to small and small disadvantaged business concerns were determined, and, how small and small disadvantaged business concerns' capabilities were determined, to include identification of source lists utilized in making those determinations).

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(f) Indirect and overhead costs (check one below):

-have been  -have not been   
included in the goals specified in 1(a) and 1(b)

- (g) If "have been" is checked, explain the method used in determining the proportionate share of indirect and overhead cost to be allocated as subcontracts to small business concerns and small disadvantaged business concerns.

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2. The following individual will administer the subcontracting program:

Name: -----

Address & Telephone: -----

Title: -----

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

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

- (a) Developing and maintaining bidders lists of small and small disadvantaged business concerns from all possible sources.
- (b) Ensuring that procurement packages are structured to permit small and small disadvantaged business concerns to participate to the maximum extent possible.
- (c) Assuring inclusion of small and SDB concerns in all solicitations for products or services which they are capable of providing.
- (d) Reviewing solicitations to remove statements, clauses, etc. which may tend to restrict or prohibit SB and SDB participation.
- (e) Ensuring periodic rotation of potential subcontractors on bidders lists.



- (f) Ensuring that the bid proposal review board documents its reasons for not selecting low bids submitted by small and small disadvantaged business concerns.
- (g) Ensuring the establishment and maintenance of records of solicitations and subcontract award activity.
- (h) Attending or arranging for attendance of company counsellors at Business Opportunity Workshops, Minority Business Enterprise Seminars, Trade Fairs, etc.
- (i) Conducting or arranging for conduct of motivational training for purchasing personnel pursuant to the intent of P.L. 95-507.
- (j) Monitoring attainment of proposed goals.
- (k) Preparing and submitting periodic subcontracting reports required.
- (l) Coordinating contractor's activities during the conduct of compliance reviews by Federal agencies.
- (m) Coordinating the conduct of contractor's activities involving its small and small disadvantaged business subcontracting program.
- (n) Additions to (or deletions from) the duties specified above are as follows:

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

- (a) Outreach efforts will be made as follows:
  - (i) Contacts with minority and small business trade associations
  - (ii) Contacts with business development organizations
  - (iii) Attendance at small and minority business procurement conferences and trade fairs

- (iv) Sources will be requested from SMA's PASS system.
- (b) The following internal efforts will be made to guide and encourage buyers:
  - (i) Workshops, seminars and training programs will be conducted
  - (ii) Activities will be monitored to evaluate compliance with this subcontracting plan.
- (c) Small and small disadvantaged business concern source lists, guides and other data identifying small and small disadvantaged business concerns will be maintained and utilized by buyers in soliciting contracts.
- (d) Additions to (or deletions from) the above listed efforts are as follows:

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- 4. The bidder (contractor) agrees that the clause entitled Utilization of Small Business Concerns and Small Business Concerns Owned and Controlled by Socially and Economically Disadvantaged Individuals will be included in all subcontracts which offer further subcontracting opportunities, and all subcontractors except small business concerns who receive subcontracts in excess of \$500,000 will be required to adopt and comply with a subcontracting plan similar to this one. Such plans will be reviewed by comparing them with the provisions of Public Law 95-507, and assuring that all minimum requirements of an acceptable subcontracting plan have been satisfied. The acceptability of percentage goals shall be determined on a case-by-case basis depending on the supplies/services involved, the availability of potential small and small disadvantaged subcontractors, and prior experience. Once approved and implemented, plans will be monitored through the submission of periodic reports, and/or, as time and availability of funds permit, periodic visits to subcontractors facilities to review applicable records and subcontracting program progress.
- 5. The bidder (contractor) agrees to submit such periodic reports and cooperate in any studies or surveys as may be required by the contracting agency or the Small Business Administration in order to determine the extent of compliance

by the bidder with the subcontracting plan and with the clause entitled Utilization of Small Business Concerns and Small Business Concerns Owned and Controlled by Socially and Economically Disadvantaged Individuals, contained in the contract.

6. The bidder (contractor) agrees that he will maintain at least the following types of records to document compliance with this subcontracting plan:

- (a) Small and Small disadvantaged business concern source lists, guides and other data identifying SB/SDBC vendors.
- (b) Organizations contacted for small and disadvantaged business sources.
- (c) On a contract-by-contract basis, records on all subcontract solicitations over \$100,000, indicating on each solicitation (1) whether small business concerns were solicited, and if not, why not; (2) whether small disadvantaged business concerns were solicited, and if not, why not; and (3) reasons for the failure of solicited small or small disadvantaged business concerns to receive the subcontract award.
- (d) Records to support other outreach efforts: Contacts with Minority and Small Business Trade Associations, etc. Attendance at small and minority business procurement conferences and trade fairs.
- (e) Records to support internal activities to guide and encourage buyers: Workshops, Seminars, training programs, etc. Monitoring activities to evaluate compliance.
- (f) On a contract-by-contract basis, records to support subcontract award data to include name and address of subcontractor.



(g) Records to be maintained in addition to the above are as follows:

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

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

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

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

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

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

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

52.222-26	APR 1984	EQUAL OPPORTUNITY
52.222-28	APR 1984	EQUAL OPPORTUNITY PREAWARD CLEARANCE OF SUBCONTRACTS
52.222-35	APR 1984	AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS
52.222-36	APR 1984	AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS
52.222-37	JAN 1988	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA
52.223-2	APR 1984	CLEAN AIR AND WATER
52.227-1	APR 1984	AUTHORIZATION AND CONSENT
52.227-2	APR 1984	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
52.227-14	JUN 1987	RIGHTS IN DATA--GENERAL (JUN 1987)
52.228-7	APR 1984	INSURANCE -- LIABILITY TO THIRD PERSONS
52.230-3	SEP 1987	COST ACCOUNTING STANDARDS
52.230-4	SEP 1987	ADMINISTRATION OF COST ACCOUNTING STANDARDS
52.232-17	APR 1984	INTEREST
52.232-22	APR 1984	LIMITATION OF FUNDS
52.232-23	JAN 1986	ASSIGNMENT OF CLAIMS
52.233-1	APR 1984	DISPUTES ALTERNATE I (APR 1984)
52.233-3	JUN 1985	PROTEST AFTER AWARD ALTERNATE I (JUN 1985)
52.242-1	APR 1984	NOTICE OF INTENT TO DISALLOW COSTS
52.243-2	AUG 1987	CHANGES -- COST-REIMBURSEMENT ALTERNATE I (APR 1984)
52.244-2	JUL 1985	SUBCONTRACTS (COST-REIMBURSEMENT AND LETTER CONTRACTS)
52.244-5	APR 1984	COMPETITION IN SUBCONTRACTING
52.245-5	JAN 1986	GOVERNMENT PROPERTY (COST-REIM- BURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS)
52.249-6	MAY 1986	TERMINATION (COST-REIMBURSEMENT)
52.249-14	APR 1984	EXCUSABLE DELAYS

## I.2 ORDERING (FAR 52.216-18) (APR 1984)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders by the individuals or activities designated in the Schedule. Such orders may be issued from the effective date of the contract through the end of the effective period.

(b) All delivery orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order and this contract, the contract shall control.

(c) If mailed, a delivery order is considered "issued" when the

Government deposits the order in the mail. Orders may be issued orally or by written telecommunications only if authorized in the Schedule.

(End of Clause)

### I.3 INDEFINITE QUANTITY (FAR 52.216-22) (APR 1984)

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

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

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

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

(End of Clause)

### I.4 OPTION TO EXTEND THE TERM OF THE CONTRACT--SERVICES (FAR 52.217-9) (APR 1984)

(a) The Government may extend the term of this contract by written notice to the Contractor within the time specified in the Schedule; provided, that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option provision.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.



(End of Clause)

I.5 PAYMENT FOR OVERTIME PREMIUMS  
(FAR 52.222-2) (APR 1984)

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed \$0. In addition to this dollar ceiling, overtime is permitted only for work--

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

(End of Clause)

I.6 CLAUSES INCORPORATED BY REFERENCE  
(FAR 52.252-2) (JUN 1988)

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.

(End of Clause)

I.7 DRUG-FREE WORKPLACE (FAR 52.223-6)

(a) Definitions. As used in this clause,

"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11-1308.15.

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession or use of any controlled substance.

"Drug-free workplace" means a site for the performance of work done in connection with a specific contract at which employees of the contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a contractor directly engaged in the performance of work under a Government contract.

"Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

(b) The Contractor, if other than an individual, shall --

(1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establish a drug-free awareness program to inform such



employees about--

(1) The dangers of drug abuse in the workplace;

(11) The contractor's policy of maintaining a drug-free workplace;

(111) Any available drug counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

(3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this clause;

(4) Notify such employees in the statement required by subparagraph (b)(1) of this clause, that as a condition of continued employment on this contract, the employee will --

(1) Abide by the terms of the statement; and

(11) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

(5) Notify the contracting officer within ten (10) days after receiving notice under subdivision (a)(4)(11) of this clause, from an employee or otherwise receiving actual notice of such conviction;

(6) Within 30 days after receiving notice under subparagraph (a)(4) of this clause of a conviction, impose the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace:

(1) Taking appropriate personnel action against such employee, up to and including termination; or

(11) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

(7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(1) through (b)(6) of this clause.

(c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the



unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the performance of this contract.

(d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (b) and (c) of this clause may, pursuant to FAR 23.506, render the contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

(End of Clause)

### I.8 PROMPT PAYMENT (52.232-25) (APR 1989)

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

#### (a) Invoice Payments

(1) For purposes of this clause, "invoice payment" means a Government disbursement of monies to a Contractor under a contract or other authorization for supplies or services accepted by the Government. This includes payments for partial deliveries that have been accepted by the Government and final cost or fee payments where amounts owed have been settled between the Government and the Contractor.

(2) Except as indicated in subparagraph (a)(3) and paragraph (c) of this clause, the due date for making invoice payments by the designated payment office shall be the later of the following two events:

(1) The 30th day after the designated billing office has received a proper invoice from the Contractor.

(11) The 30th day after Government acceptance of supplies delivered or services performed by the Contractor. On a final invoice where the payment amount is subject to contract settlement actions, acceptance shall be deemed to have occurred on the effective date of the contract settlement. However, if the designated billing office fails to annotate the invoice with the actual date of receipt, the invoice payment due date shall be deemed to be the 30th day after the date the Contractor's invoice is dated, provided a proper invoice is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(3) The due date on contracts for meat and meat food products, contracts for perishable agricultural commodities, contracts for dairy products, edible fats or oils, and food products prepared from edible fats or oils, and contracts not requiring submission of an invoice shall be as follows:

(1) The due date for meat and 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 further defined in Pub. L. 98-181 to include any edible fresh or frozen poultry meat, an perishable poultry meat food product, fresh eggs, and any perishable egg product, will be as close as possible to, but not later than, the 7th day after product delivery.

(11) The due date for perishable agricultural commodities, as defined in Section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a(44)), will be as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.

(111) The due date 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, will be as close as possible to, but not later than the 10th day after the date on which a proper invoice has been received.

(4) An invoice is the Contractor's bill or written request for payment under the contract for supplies delivered or services performed. An invoice shall be prepared and submitted to the designated billing officer specified in the contract. A proper invoice must include the items listed in subdivisions (a)(4)(i) through (a)(4)(viii) of this clause. If the invoice does not comply with these requirements, then the Contractor will be notified of the defect within 7 days after receipt of the invoice at the designated billing office (3 days for meat and meat food products and 5 days for perishable agricultural commodities, edible fats or oils, and food products prepared from edible fats or oils). Untimely notification will be taken into account in the computation of any interest penalty owed the Contractor in the manner described in subparagraph (a)(6) of this clause.

(1) Name and address of the Contractor.

(11) Invoice date.

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

(1v) Description, quantity, unit of measure, unit price, and extended price of supplier-delivered or services performed.

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

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



notice of assignment).

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

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

(5) An interest penalty shall be paid automatically by the Government, without request from the Contractor, if payment is not made by the due date and the conditions listed in subdivisions (a)(5)(i) through (a)(5)(iii) of this clause are met, if applicable. An interest penalty shall not be paid on contracts awarded to foreign vendors outside the United States for work performed outside the United States.

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

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

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

(6) The interest penalty shall be the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date, except where the interest penalty is prescribed by other governmental authority. This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the Federal Register semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the invoice payment amount approved by the Government and be compounded in 30-day increments inclusive from the first day after the due date through the payment date. That is, interest accrued at the end of any 30-day period will be added to the approved invoice payment amount and be subject to interest penalties if not paid in the succeeding 30-day period. If the designated billing office failed to notify the contractor of a defective invoice within the periods prescribed in paragraph (a)(4) of this clause, then the due date on the corrected invoice will be adjusted by subtracting the number of days taken beyond the prescribed notification of defects period. Any interest penalty owed the Contractor will be based on this adjusted due date. Adjustments will be made by the designated payment office for errors in calculating interest penalties, if requested by the Contractor.

(1) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance shall be deemed to have occurred constructively on the 7th day (unless otherwise specified in this contract) after the Contractor delivered the



supplies or performed the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or contractor compliance with a contract provision. In the event that actual acceptance occurs within the constructive acceptance period, the determination of an interest penalty shall be based on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

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

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

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

(iii) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at 52.233-1, Disputes, or for more than 1 year. Interest penalties of less than \$1.00 need not be paid.

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

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

(8) If this contract was awarded on or after October 1, 1989, a penalty amount, calculated in accordance with regulations issued by the Office of Management and Budget, shall be paid in addition to the interest penalty amount if the Contractor-

(i) Is owed an interest penalty;

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

(iii) Makes a written demand, not later than 40 days after the

date the invoice amount is paid, that the agency pay such a penalty.

(b) Contract Financing Payments

(1) For purposes of this clause, "contract financing payment" means a Government disbursement of monies to a Contractor under a contract clause or other authorization prior to acceptance of supplies or services by the Government. Contract financing payments include advance payments, progress payments based on cost under the clause at 52.232-16, Progress Payments, progress payments based on a percentage or stage of completion (32.102(e)(1)) other than those made under the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts, or the clause at 52.232-10, Payments Under Fixed-Price Architect-Engineer Contracts, and interim payments on cost type contracts.

(2) For contracts that provide for contract financing, requests for payment shall be submitted to the designated billing office as specified in this contract or as directed by the Contracting Officer. Contract financing payments shall be made on the (insert day as prescribed by Agency head; if not prescribed, insert 30th day) day after receipt of a proper contract financing request by the designated billing office. In the event that an audit or other review of a specific financing request is required to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the due date specified.

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

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

(c) 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.

(End of Clause)

I.9 DISCOUNTS FOR PROMPT PAYMENT (52.232-8) (APR 1989)

(a) Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the offeror. As an alternative to offering a prompt payment discount in conjunction with the offer, offerors awarded contracts may include prompt payment discounts on individual invoices. (b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the date on which an electronic funds transfer was made. (End of Clause)



**I.10 ELECTRONIC FUNDS TRANSFER PAYMENT METHODS  
(52.232-28) (APR 1989)**

Payments under this contract will be made by the Government either by check or electronic funds transfer (through the Treasury Fedline Payment System (FEDLINE) or the Automated Clearing House (ACH)), at the option of the Government. After award, but no later than 14 days before an invoice or contract financing request is submitted, the Contractor shall designate a financial institution for receipt of electronic funds transfer payments, and shall submit this designation to the Contracting Officer or other Government official, as directed.

(a) For payment through FEDLINE, the Contractor shall provide the following information:

(1) Name, address, and telegraphic abbreviation of the financial institution receiving payment.

(2) The American Bankers Association 9-digit identifying number for wire transfers of the financing institution receiving payment if the institution has access to the Federal Reserve Communications System.

(3) Payee's account number at the financial institution where funds are to be transferred.

(4) If the financial institution does not have access to the Federal Reserve Communications System, name, address, and telegraphic abbreviation of the correspondent financial institution through which the financial institution receiving payment obtains wire transfer activity. Provide the telegraphic abbreviation and American Bankers Association identifying number for the correspondent institution.

(b) For payment through ACH, the Contractor shall provide the following information:

(1) Routing transit number of the financial institution receiving payment (same as American Bankers Association identifying number used for FEDLINE).

(2) Number of account to which funds are to be deposited.

(3) Type of depositor account ("C" for checking, "S" for savings).

(4) If the Contractor is a new enrollee to the ACH system, a "Payment Information Form," SF 3881, must be completed before payment can be processed.

(c) In the event the Contractor, during the performance of this contract, elects to designate a different financial institution for the receipt of any payment made using electronic funds transfer procedures, notification of such change and the required information specified above must be received by the appropriate Government official 30 days prior to the date such change is to become effective.



(d) The documents furnishing the information required in this clause must be dated and contain the signature, title, and telephone number of the Contractor official authorized to provide it, as well as the Contractor's name and contract number.

(e) Contractor failure to properly designate a financial institution or to provide appropriate payee bank account information may delay payments of amounts otherwise properly due.

(End of Clause)

#### I.11 MINIMUM AND MAXIMUM ORDERS

(a) During the base three-year period of performance of this contract, the Government will place orders totaling a minimum of 3.2 staff years of effort (6400 hours). Total orders placed during this base three-year period will not exceed 45 staff years of effort (90,000 hours). Should the Government exercise the two one-year options provided for in this contract, the Government will place orders totaling a minimum of 1.7 staff years of effort (3400 hours) for each of the option years and a maximum number of orders not to exceed 15 staff years of effort (30,000 hours) for each of the option years. For the purposes of this contract, a staff year is defined as 2000 hours per year of both professional and non-professional labor.

(b) Notwithstanding paragraph (a) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (a) above, unless that order(s) is returned to the ordering office within 10 days after issuance, with written notice stating the Contractor's intent not to accept the order and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

PART III - LIST OF DOCUMENTS, EXHIBITS  
AND OTHER ATTACHMENTS

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SECTION J - LIST OF ATTACHMENTS

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J.1 ATTACHMENTS (MAR 1987)

<u>Attachment Number</u>	<u>Title</u>
1	Billing Instructions
2	NRC Contractor Organizational Conflicts of Interest (41 CFR Part 20)
3	NRC Manual Chapter 3202
4	Standard Form 1411 with Instructions
5	Subcontracting Plan



(REVISED - 7/88)

**BILLING INSTRUCTIONS FOR NRC COST-TYPE CONTRACTS**

**General:** The contractor shall submit vouchers for cost-reimbursement in the manner and format described herein and as illustrated in the sample voucher.

**Number of Copies.** An original and three copies should be mailed to:

US Nuclear Regulatory Commission  
Division of Accounting and Finance  
ATTN: GOV/COM Accounts Section  
Washington, DC 20555

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

**Form.** Claims shall be submitted in the format depicted on the attached sample entitled "Voucher for Purchases and Services Other Than Personal." Additional copies of the form are available from the Contracting Officer. The instructions for preparation and itemization of the voucher are shown on the form.

**Task Ordering Contracts.** The contractor shall provide detailed cost information for each task order with each invoice submission. This includes all applicable cost elements discussed in paragraphs (h) through (o) of the attached instructions, together with appropriate supporting information.

**Billing of Costs 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.

**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 invoices paid under the contract may not exceed the total U.S. dollars authorized in the contract.

**Supersession.** These instructions supersede all previous billing instructions.



**VOUCHERS FOR PURCHASES AND SERVICES OTHER THAN PERSONAL**

Payor's Name and Address  
 U.S. Nuclear Regulatory Commission  
 Division of Accounting and Finance  
 ATTN: GOV/COM Accounts Section  
 Washington, DC 20555  
Payee's Name and Address

Individual to Contact  
 Regarding This Voucher:  
 Name: \_\_\_\_\_  
 Tel. No.: \_\_\_\_\_

- (a) Contract Number \_\_\_\_\_  
 Task Order No. (If Applicable) \_\_\_\_\_
- (b) Title of Project \_\_\_\_\_
- (c) Voucher Number \_\_\_\_\_
- (d) Date Voucher Prepared \_\_\_\_\_
- (e) Total Estimated Cost of Contract \_\_\_\_\_
- (f) Total Fixed-Fee \_\_\_\_\_

(g) This voucher represents reimbursable costs from \_\_\_\_\_ thru \_\_\_\_\_

Amount Billed

	(k) <u>Current Period</u>	(l) <u>Inception to Date</u>
(h) Direct Costs		
(1) Direct Labor *		
(2) Fringe Benefits @ _____% (if computed as percentage)		
(3) Capitalized Nonexpendable Equipment *		
(4) Materials, Supplies and Noncapitalized Equipment *		
(5) Premium Pay		
(6) Consultants *		
(7) Travel - Domestic *		
Foreign *		
(8) Subcontract *		
(9) Other Costs *		
Total Direct Costs	_____	_____
(i) <u>INDIRECT COSTS</u>		
A) Overhead _____% of _____ (Indicate Base)	_____	_____
Subtotal	_____	_____
B) General & Administrative Expense _____% of Cost Elements Nos. _____	_____	_____
Total Costs	_____	_____
(j) FIXED-FEE EARNED (Formula)	_____	_____
(m) Total Amounts Claimed	_____	_____
(n) Adjustments	_____	_____
Outstanding Suspensions	_____	_____
(o) Grand Totals	_____	_____

\* (REQUIRES SUPPORTING INFORMATION.)  
 (SEE ATTACHED.)

INSTRUCTIONS FOR PREPARING COST  
INFORMATION FOR NRC CONTRACTS

Preparation and Itemization of the Voucher. The contractor shall furnish the information set forth in the explanatory notes below. These notes are keyed to the entries on the sample voucher.

Payor's Name and Address. Address the original voucher (with 3 copies) to: U.S. Nuclear Regulatory Commission, Division of Accounting and Finance, ATTN: GOV/COM Accounts Section, Washington, DC 20555

Any questions regarding vouchers yet to be paid by the NRC should be addressed to the Division of Accounting and Finance (301-492-8010). Any questions regarding vouchers for which payment has been received (either in full or partially with suspensions or disallowances) should be addressed to the Contracting Officer.

Payee's Name and Address. Show the name of the contractor as it appears in the contract and its correct address. When an approved assignment has been made by the contractor, or a different payee or addressee has been designated, insert the name and address of the payee. Indicate the individual responsible for answering any questions that the NRC may have regarding the invoice (name and phone number).

- (a) Contract Number - Insert the NRC contract number.  
Task Order No. (If Applicable) - Insert the task order number.
- (b) Title of Project - List the full title of the project being performed under this contract.
- (c) Voucher Number - Insert the appropriate serial number of the voucher beginning with 001 for this contract. Contractors may also include individual internal accounting numbers in addition to the three digit number.
- (d) Date of Voucher - Insert the date the voucher is prepared.
- (e) Contract Amount - Insert the total estimated cost of the contract, exclusive of fixed-fee.
- (f) Fixed-Fee - Insert total fixed-fee (where applicable).
- (g) Billing Period - Insert the beginning and ending dates (day, month, and year) of the period in which costs were incurred and for which reimbursement is claimed.



(h) Direct Costs - Insert the major cost elements.

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

<u>Labor Category</u>	<u>Labor Hours Negotiated</u>	<u>Hours Billed</u>	<u>Rate</u>	<u>Total</u>	<u>Cumulative Hours Billed</u>
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(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) Direct Equipment - For educational institutions, list each item costing \$500 or more and having a life expectancy of more than one year. For contractors other than educational institutions, list each item costing \$200 or more and having a life expectancy of more than one year. List only those items of equipment for which reimbursement is requested. A reference shall be made to the following (as applicable): (a) the item number for the specific piece of equipment listed in the property schedule of the contract; (b) the Contracting Officer's approval letter if the equipment is not covered by the property schedule; or (c) be preceded by an asterisk (\*) if the equipment is below the approval level. Further itemization of vouchers shall only be required for items having specific limitations set forth in the contract.

(4) Materials, Supplies, and Other Expendable Items - These are consumable materials, supplies, and equipment other than that described in (3) above.

(5) Premium Pay - This is remuneration in excess of the basic hourly rate. (Requires written approval of the Contracting Officer.)

(6) Consultant's Fee - 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 - Domestic travel is travel within the United States, its territories, possessions, and Canada. It should be billed separately from foreign travel.

All costs associated with each trip must be shown in the format:

<u>Date</u>		<u>Traveler</u>		<u>Destination</u>		<u>Purpose</u>	<u>Cost</u>
<u>From</u>	<u>To</u>	<u>From</u>	<u>To</u>	<u>From</u>	<u>To</u>		\$

- (8) Subcontracts - Include separate detailed breakdown of all costs paid to approved subcontractors during the billing period.
- (9) Other - List all other direct costs by cost element and dollar amount separately.
- (i) Indirect Costs--Overhead - Cite the formula (rate and base) in effect during the time the cost was incurred and for which reimbursement is claimed.
- (j) 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. The contractor may bill for fixed-fee only up to 85% of total fee.
- (k) Amount Billed for Current Period - Insert the amount billed for the major cost elements, adjustments, and total amount for the period.
- (l) Cumulative Amount from Inception to Date of this Billing - Insert the cumulative amounts billed for the major cost elements and adjusted amounts claimed during this contract.
- (m) Total Amounts Claimed - Insert the total amounts claimed for the current and cumulative periods.
- (n) Adjustments - This includes cumulative amounts billed that have been suspended or disallowed.
- (o) Grand Totals



SAMPLE  
SUPPORTING INFORMATION

1) Direct Labor - \$2400

<u>Labor Category</u>	<u>Labor Hours Negotiated</u>	<u>Hours Billed</u>	<u>Rate</u>	<u>Total</u>	<u>Cumulative Hours Billed</u>
Senior Engineer I	2400	100	\$14.00	\$1400	975
Engineer	1500	50	\$10.00	\$500	465
Computer Analyst	700	100	\$5.00	\$500	320
				<u>\$2400</u>	

3) Direct Equipment

Spectrometer - General Electric (as approved in Property Schedule) \$5,000

4) Materials, Supplies & Other Expendable Items

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 3/6/82.)

6) Consultants' Fee

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

7) Travel

<u>Date</u>	<u>Traveler</u>	<u>Destination</u>	<u>Purpose</u>	<u>Costs</u>
<u>From</u> <u>To</u>		<u>From</u> <u>To</u>		
3/1/82 3/6/82	William King	Chicago, Wash., IL DC	Meeting with Project Officer	\$200



**B) Subcontracts**

**XYZ CORP. (CPFF)**

Direct Labor:	- 80 hours @ \$20.00 per hour	= \$1600.00
O/H	@ 50%	= \$800.00
Travel - 2 Trips - Wash., DC to Boston, MA	@ \$200	= \$400.00
Profit	@ 7%	= \$200.00
TOTAL:		<u>\$3000.00</u>

**(j) Fixed-Fee (Formula)**

**(5%)**

**\$350,000 x 5% = \$17,500 Total Fixed Fee for this Contract**

**\$27,200 x 5% = \$1360 Fee Billed for this Period**

**(n) Adjustments**

**\$1700 - Indicates amount withheld from voucher #001, now approved by Contracting Officer letter 3/10/82.**