

AWARD/CONTRACT		1. THIS CONTRACT IS A RATE/ORDER UNDER DPAS (W/CR 300)	RATING	PAGE 1 OF 21
2. CONTRACT (Proc. Inst. Ident.) NO. NRC-02-90-008	3. EFFECTIVE DATE 1/29/90	4. REQUISITION PURCHASE REQUEST PROJECT NO. RS-NMS-89-004		
5. ISSUED BY U.S. Nuclear Regulatory Commission Division of Contracts and Property Management Washington, DC 20555	CODE	6. ADMINISTERED BY (If other than Item 5)	CODE	

7. NAME AND ADDRESS OF CONTRACTOR (No. street, city, county, state, and ZIP Code) Science Applications International Corporation 1710 Goodridge Drive, MS 2-5-1 McLean, VA 22102	8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (specify below)
	9. DISCOUNT FOR PROMPT PAYMENT Net
	10. SUBMIT INVOICES (If copies unless otherwise specified) TO THE ADDRESS SHOWN IN <input checked="" type="checkbox"/> ITEM See Attachment No. 1

11. SHIP TO MARK FOR See F.5	CODE	12. PAYMENT WILL BE MADE BY U.S. Nuclear Regulatory Commission Division of Acctg and Finance, GOV/COM Section Washington, DC 20555	CODE
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION <input type="checkbox"/> 10 USC 2304(c)(1) <input type="checkbox"/> 41 USC 253(c)(1)		14. ACCOUNTING AND APPROPRIATION DATA	

15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	The contractor shall perform "Fuel Cycle Licensing Technical Assistance" in accordance with the Statement of Work herein and as further implemented by Science Applications International Corporation's Technical Proposal dated June 30, 1989, as amended by revision dated September 6, 1989, which are incorporated herein by reference. See attached pages for completions, changes, or clarification - pages 2-21.				
15G. TOTAL AMOUNT OF CONTRACT					\$2,647,815.00

(W)	SEC	DESCRIPTION	PAGE(S)	(W)	SEC	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/CONTRACT FORM	1	X	I	CONTRACT CLAUSES	12
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	2	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
X	C	DESCRIPTION/SPECS WORK STATEMENT	2	X	J	LIST OF ATTACHMENTS	21
	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
	E	INSPECTION AND ACCEPTANCE		K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS		
X	F	DELIVERIES OR PERFORMANCE	8	L	INSTRS CONDS AND NOTICES TO OFFERORS		
X	G	CONTRACT ADMINISTRATION DATA	9	M	EVALUATION FACTORS FOR AWARD		
X	H	SPECIAL CONTRACT REQUIREMENTS	10				

CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 3 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)	18. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and in any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.
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19A. NAME AND TITLE OF SIGNER (Type or print) THOMAS J. RODGAW SENIOR CONTRACT REPRESENTATIVE	20A. NAME OF CONTRACTING OFFICER Mark J. Flynn
19B. NAME OF CONTRACTOR By Thomas J. Rodgaw (Signature of person authorized to sign)	19C. DATE SIGNED 1/29/90
20B. UNITED STATES OF AMERICA By Mark J. Flynn (Signature of Contracting Officer)	20C. DATE SIGNED 1/29/90

1. Paragraph a. of Section B.2 is hereby completed as follows:
 - a. The total estimated amount of this contract (ceiling) for the products/services ordered, delivered, and accepted under this contract is \$2,647,815.00. 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.

2. Add paragraphs d. to Section B.2 as follows:
 - d. In the event the option to extend the term of the contract for the first option year is exercised, the total estimated amount of the contract (ceiling) for the services ordered, delivered, and accepted under this agreement shall be increased by \$915,522.00 from \$2,647,815.00 to \$3,563,337.00. If after the first option year is exercised and the Government elects to extend the term of the contract for the second option year, the total estimated amount of the contract (ceiling) for the services ordered, delivered, and accepted under this agreement shall be increased by \$932,738.00 from \$3,563,337.00 to \$4,496,075.00.

3. Delete Section C.1 in its entirety and substitute in lieu thereof the following:

C.1.1 Background

The Nuclear Regulatory Commission (NRC) has under consideration and is anticipating applications for licenses for the construction, operation, and decommissioning of fuel cycle facilities. These facilities include, but may not be limited to, uranium enrichment facilities, uranium hexafluoride conversion plants, low and high enriched uranium fuel fabrication plants, advanced fuel R&D and pilot plant facilities, spent fuel storage installations, and waste treatment and solidification plants. Safety and environmental reviews of the applications must be performed to determine whether or not to issue licenses to the applicants. In addition, the NRC is required to review and consult with the Department of Energy (DOE) on some of their similar projects. A broad range of technical expertise is required to conduct these reviews to provide reasonable assurance that the public health and safety and environmental values are protected.

Applications which are anticipated during FY 90-94 include license renewals, proposals to modify existing facilities, and applications for new facilities, such as uranium enrichment facilities and dry spent fuel storage facilities, including storage casks. Because of these requirements, a task ordering contract is sought to provide technical assistance to the Division of Industrial and Medical Nuclear Safety (IMNS) for project reviews. The purpose for providing this assistance is to conduct about 40 facility reviews over a five-year period (three years and two option years). The exact number and scheduling of reviews has not yet been determined.

The complexity of safety and environmental reviews of new or renewal license applications or DOE projects is such that a broad spectrum of technical disciplines will be required to conduct the reviews. Because of the necessity for proper and effective management of the review, the Contractor performing the review must possess expertise in most, if not all, of the required disciplines.

C.1.2 Assignment of Task Orders

The NRC will designate a Project Officer (PO) who will be responsible for overall direction of the task ordering contract. The PO will be a Technical Assistance Project Manager (TAPM). The responsibilities of the PO are specified in Section G.2. A Project Manager (PM) will be assigned to each individual task order and will be responsible for monitoring the technical work for that assigned task.

C.1.3 Work Required

The Contractor shall assist the NRC in the preparation of complete or partial drafts of Safety Evaluation Reports or NEPA documents (Environmental Impact Statements or Environmental Assessments) for Independent Spent Fuel Storage Installations licensed under the requirements of 10 CFR 72; Uranium Enrichment facilities licensed under 10 CFR 50; and for new licenses, renewals, modifications or studies of facilities licensed under the requirements of 10 CFR 30, 40 and 70.

The Contractor shall assist the NRC in the preparation of complete or partial drafts of Topical Safety Evaluation Reports for Independent Spent Fuel Storage Systems.

Specific technical directions and details of the work that is required under this contract will be included in task orders when they are issued.

The specific sites/facilities, for which the above work could be performed by the Contractor are as follows:

Independent Spent Fuel Storage Installation, Vendors, and Potential Users

- | | |
|---|------|
| 1. Carolina Power & Light
H.B. Robinson II | 72-3 |
| 2. Carolina Power & Light
Brunswick | 72-6 |
| 3. Duke Power Co.
Oconee | 72-4 |
| 4. Virginia Electric & Power
Surry, VA | 72-2 |

5. Wisconsin Electric
Point Beach (expected) 72-5
6. Consumers Power
Palisades (expected) 72-7
7. Baltimore Gas & Electric
Calvert Cliffs (expected) 72-8
8. Public Service Co. of Colorado
Fort St. Vrain (expected) 72-9
9. Northern States Power
Prairie Island 1 & 2
10. Long Island Lighting Co.
Shoreham
11. Arkansas Power & Light
Arkansas 1 & 2
12. Boston Edison
Pilgrim 1
13. Commonwealth Edison
Braidwood 1 & 2
14. Commonwealth Edison
Zion 1 & 2
15. Consolidated Edison
Indian Point 2
16. Detroit Edison
Fermi 1
17. Duquesne Light
Beaver Valley 1 & 2
18. Florida Power Corporation
Crystal River 3
19. CPU Nuclear Corporation
Three Mile Island
20. GPU Nuclear Corporation
Oyster Creek 1
21. Main Yankee Atomic Power
Main Yankee
22. Omaha Public Power District
Fort Calhoun 1

23. Southern California Edison
San Onofre 1, 2, & 3
24. Sacramento Mun. Util. District
Rahcno Seco 1

Vendors*

1. Nutech (Pacific Nuclear Fuels Services Limited)
2. Pacific Sierra Nuclear Associates
3. Transnuclear

*More than one dry storage design may be submitted by an individual vendor.

Licensees

- | | |
|---|---------|
| 1. Advanced Nuclear Fuels Corp.
Richland, WA | 70-1257 |
| 2. Babcock & Wilcox (Navy)
Lynchburg, VA | 70-27 |
| 3. B&W Fuel Company (CNFP)
Lynchburg, VA | 70-824 |
| 4. Combustion Engineering
Hematite, MO | 70-36 |
| 5. General Atomics
San Diego, CA | 70-734 |
| 6. General Electric
Wilmington, NC | 70-1113 |
| 7. Nuclear Fuel Services, Inc.
Erwin, TX | 70-143 |
| 8. Babcock & Wilcox
Apollo, PA | 70-135 |
| 9. Babcock & Wilcox
Parks Township, PA | 70-364 |
| 10. Battelle Columbus Division
Columbus, OH | 70-8 |
| 11. Cintichem, Inc.
Tuxedo, NY | 70-687 |

- | | |
|---|---------|
| 12. General Electric
Vallecitos, CA | 70-754 |
| 13. Sequoyah Fuels Corp.
Gore, Oklahoma | 40-8027 |
| 14. Allied Signal, Inc.
Metropolis, IL | 40-3392 |
| 15. Cimarron Corporation
Cimarron, Oklahoma | 70-925 |
| 16. Louisiana Energy Services
Enrichment Project | M-45 |
| 17. Amax, Inc.
Wood County, WV | 40-8820 |
| 18. Cabot Corporation
Boyertown, Reading, PA | 40-6940 |
| 19. Chemetron Corporation
Newburgh Heights, OH | 40-8724 |
| 20. Dow Chemical (N)
Midland, Bay City, MI | 40-17 |
| 21. Fansteel, Inc.
Muskogee, OK | 40-7580 |
| 22. Mallinckrodt, Inc.
St. Louis, MO | 40-6563 |
| 23. Molycorp
York, PA | 40-8794 |
| 24. Shieldalloy Metallurgical Corp.
Newfield, NJ | 40-7102 |
| 25. Westlake Landfill
Bridgeton, MO | 40-8801 |

C.1.4 Meetings and Travel

The Contractor will be required to visit the NRC offices in Rockville, Maryland, up to four times per task review to confer with the Industrial and Medical Nuclear Safety staff. The Contractor will be required to visit project sites and other similar government or commercial facilities and to attend other meetings or events at times and places designated by the NMSS Project Officer. However, the exact number of meetings and site visits will be estimated in each request for proposal for a specific task. A total of 2 meetings per task is the expected level of effort. The Contractor may also be required to travel to hearings to provide testimony as an expert witness.

C.1.5 NRC Furnished Material

To facilitate the work described in Section C.1.3, the NRC will provide the Contractor with pertinent sections of the Safety Analysis Reports and Environmental Reports prepared by applicants for licensing approval within 10 days from the effective date of each task order. The NRC will also provide various documents related to the work described in other tasks, such as Environmental Impact Statements, Regulatory Guides, technical standards and topical reports.

C.1.6 Quality Assurance

For all draft and final reports delivered under this agreement, the Contractor shall assure that an independent review and verification of all numerical computations, mathematical equations, and derivations are performed by qualified personnel other than the original author(s) of the reports. If the Contractor proposes to verify/check less than 100 percent of all computations and mathematical equations and derivations in the reports (such as might be the case when there are a large number of routine, repetitive calculations), the performing organization must first obtain written approval from the NMSS PM. Computer-generated calculations will not require verification where the computer program has already been verified. The NMSS PM has the option of auditing all documentation including project correspondence, drafts, calculations, and unrefined data.

In addition, all reports, including those which do not contain numerical analyses, shall be reviewed by management in the Contractor's organization and approved with two signatures, one of which shall be at a level above the PM.

When revisions for the reports are issued, a section must be included in the revised report to document dates of, reasons for, and scope of all changes made since the issuance of the Contractor's first approved report.

NRC has the option of appointing a Peer Group to review the draft report and make changes to the final report. The Contractor may recommend candidates for the Peer Group for approval by the NMSS PM. In the occasion of dissent in the content of the final report, the dissenting party will have the option of stating its viewpoints and findings in a section of the report.

C.1.7 Referenced Documents

All documents referenced in this Section C can be reviewed in the Public Document Room located at 2120 L Street, N.W., Washington, DC in the Gelman Building.

4. Add the following to Section C.2 entitled "Travel Approval."
 - c. Reimbursement for travel related expenses shall be in accordance with FAR Clause No. 31.205-46 entitled "Travel Costs" and SAIC's Employee Business Expense Policy/Procedure (see Attachment No. 9).

5. Section F.5 is hereby completed as follows:

F.5 PLACE OF DELIVERY--REPORTS (JUNE 1988)

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

- a. Project Officer (4 copies)
U.S. Nuclear Regulatory Commission
Office of Nuclear Material Safety and Safeguards
Attn: David Tiktinsky, MS OWFN 6A4
Washington, DC 20555
 - b. Contracting Officer (1 copy)
U.S. Nuclear Regulatory Commission
Contract Number: NRC-02-90-008
Division of Contracts and Property Management
Contract Administration Branch, MS P-940
Washington, DC 20555
6. Delete Section F.8 in its entirety and substitute in lieu thereof the following:

F.8 ENVIRONMENTAL REVIEW TASK REPORTS

One draft copy of Draft and Final Environmental Impact Statements prepared (Environmental Reviews, etc.) under this contract shall be submitted to the NMSS PO and three copies to the NMSS LTM.

The LTM will furnish comments on drafts of the report within 30 days after receipt of a draft. The comments will identify problem areas and discrepancies, and provide technical insights concerning the work performed. These comments will be for the purpose of clarification only and will not be construed as to prejudice the Contractor's work or technical findings. The Contractor shall revise the draft and submit a camera-ready copy of the final report that incorporates resolution of comments within 30 more days. (These comments are separate from agency and public comment which may be received in Draft Environmental Impact Statements.)

(End of Clause)

7. Section G.1 is hereby revised as follows:

G.1 INDIRECT COST RATES

The Contractor shall be reimbursed at the following provisional rates for allowable indirect costs:

CATEGORY	RATE	COST BASE	APPLICABLE PERIOD
Fringe Benefits	39.5%	Direct Labor	1/29/90-1/28/93
Overhead	82.6%	Total Direct Labor	1/29/90-1/28/93
M&S Overhead	2.0%	Material and Sub- contract cost	1/29/90-1/28/93
G&A	10.0%	Total Cost	1/29/90-1/28/93

The final rates payable under this contract shall not exceed the following rates which are hereby established as ceiling rates, subject only to downward adjustment based on audit of the actual allowable costs incurred. The Government is not obligated to pay any additional amounts for indirect costs above the ceiling rates set forth below for the applicable period.

CEILING RATES FOR THE BASE PERIOD OF THE CONTRACT (1/29/90-1/28/93)

CATEGORY	RATE	COST BASE	APPLICABLE PERIOD
Fringe Benefits	43.45%	Direct Labor	1/29/90-1/28/93
Overhead	90.86%	Total Direct Labor	1/29/90-1/28/93
M&S Overhead	2.2%	Material and Sub- contract cost	1/29/90-1/28/93
G&A	14.00%	Total Cost	1/29/90-1/28/93

CEILING RATES FOR EACH OPTION PERIOD (1/29/93-1/28/94 and 1/29/94-1/28/95)

The ceiling rates for each option period will be the then established provisional rate by the cognizant audit activity multiplied by the percentages below.

CATEGORY	RATE	COST BASE	APPLICABLE PERIOD
Fringe Benefits	+10%	Direct Labor	1/29/93-1/28/95
Overhead	+10%	Total Direct Labor	1/29/93-1/28/95
M&S Overhead	+10%	Material and Sub- contract cost	1/29/93-1/28/95
G&A	+40%	Total Cost	1/29/93-1/28/95

8. Paragraph a. of Section G.2 is hereby completed as follows:
- a. The Contracting Officer's authorized representative hereinafter referred to as the Project Officer for this contract is:

Name: David Tiktinsky

Address: U.S. Nuclear Regulatory Commission
Office of Nuclear Material Safety and Safeguards
Mail Stop: OWFN 6A4
Washington, DC 20555

Telephone Number: 301/492-0656

9. Section G.3 is hereby completed as follows:

Science Applications International Corporation
P.O. Box 64115
Baltimore, MD 21264

10. Paragraph a. of Section H.1 is hereby completed as follows:

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

Frank Wimpey	Reginald Gotchy	James Hammelman
Deborah Ryan	John Stokley	Craig Toussaint

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

11. Delete Section H.7 in its entirety and substitute the following in lieu thereof:

H.7 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.6.

In order to assist the contractor in understanding and applying these provisions to the 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 in Clause H.6:

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

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

(c)(2) The Contractor shall not perform work for any NRC licensee or applicant for the sites/facilities identified under Section C.1.3 that is the same or substantially similar to the work contemplated under Section C.1 entitled "Statement of Work" without having first satisfied the Disclosure After Award requirements of subparagraph (d)(3) below.

(c)(3) The Contractor shall not represent, assist or otherwise support any NRC licensee or applicant for the sites/facilities identified in Section C.1.3 who is undergoing an NRC audit, inspection, or review of any type, that is related to the services contemplated under this contract, except where the NRC licensee or applicant requires the contractor's support to explain or defend the contractor's prior work for the entity 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 related to the scope of this contract involving NRC licensees or applicants for the sites identified in Section C.1.3. Except as provided for below, such a bid or proposal shall be received by NRC at least 15 days prior to the proposed award date. The disclosure shall include the statement of work and any other documents that are needed to fully describe the proposed work for respective NRC licensees or applicants. The NRC will respond to the submittal following a finding of whether conflict of interest exists between the proposed new work and work to be performed under the contract.

Should NRC fail to respond by the close of business 15 days after the date the Contractor's disclosure is received, the Contractor may proceed with its proposed new work without regard to the restrictions of this clause. When the Contractor's client for the proposed new work requires a reply in a period less than 15 days, the contractor may inform the NRC of this lesser time period and request an expedited response, and the NRC shall use its best efforts to respond within that lesser time period. The Contractor shall not proceed with proposed new work until such time as it either receives an affirmative response from the NRC or 15 days elapse without an NRC response.

12. Add to Section H the following:

H.9 GUARANTEED MINIMUM

(a) During the base three-year period of performance of this contract, the Government will place orders totalling a guaranteed minimum of 9 staff years of effort (18,000 hours). Total orders placed during this base three-year period will not exceed 18 staff years of effort (36,000 hours). Should the Government exercise the two one-year options provided for in this contract, the Government will place orders totalling a guaranteed minimum of 3 staff years of effort (6,000 hours) for each of the option years and a maximum number of orders not to exceed 6 staff years of effort (12,000 hours) for each of the option years. For the purposes of this contract, a staff year is defined as 2,000 hours per year of both professional and nonprofessional labor.

(b) Notwithstanding paragraph (a) above, the contractor shall be obligated to honor any order exceeding the maximum ordering limitations in paragraph (a) above to the extent that the stated contract ceiling amounts as delineated in Section B.2 are not exceeded.

(c) The guaranteed minimum of 9 staff years of effort (18,000 hours) for the base three-year period of performance and 3 staff years of effort (6,000 hours) for each of the option years is subject to the availability of appropriated funds.

(End of Clause)

13. Make the following changes under Section I.1, entitled "Clauses Incorporated by Reference."

a. Delete 52.219-9 (APR 1984) Small Business and Small Disadvantaged Business Subcontracting Plan, and substitute in lieu thereof 52.219-9 (AUG 1989) Small Business and Small Disadvantaged Business Subcontracting Plan.

b. Delete 52.233-3 (JUN 1985) Protest After Award, and substitute in lieu thereof 52.233-3 (AUG 1989) Protest After Award.

14. Add the following full text clauses to Section I:

I.11 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 debars 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 44.3).

(End of Clause)

1.12 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)

I.13 NEW RESTRICTIONS ON LOBBYING

(a) Definitions. As used in this clause,

"Agency", as defined in 5 U.S.C. 552(f), includes Federal executive departments and agencies as well as independent regulatory commissions and Government corporations, as defined in 31 U.S.C. 9101(1).

"Covered Federal action" means any of the following Federal actions: (1) The awarding of any Federal contract; (2) The making of any Federal grant; (3) The making of any Federal loan; (4) The entering into of any cooperative agreement; and, (5) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

Covered Federal action does not include receiving from an agency a commitment providing for the United States to insure or guarantee a loan.

"Indian tribe" and "tribal organization" have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B). Alaskan Natives are included under the definitions of Indian tribes in that Act.

"Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government" means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency" includes the following individuals who are employed by an agency:

(1) An individual who is appointed to a position in the Government under title 5, U.S. Code, including a position under a temporary appointment;

(2) A member of the uniformed services as defined in section 101(3), title 37, U.S. Code;

(3) A special Government employee as defined in section 202, title 18, U.S. Code; and,

(4) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, U.S. Code appendix 2.

"Person" means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Reasonable compensation" means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

"Reasonable payment" means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

"Recipient" includes all contractors and subcontractors at any tier in connection with a Federal contract. The term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed" means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State" means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibition.

(1) Section 1352 of title 31, U.S. Code provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) The prohibition does not apply as follows:

(i) Agency and legislative liaison by own Employees.

(A) The prohibition on the use of appropriated funds, in paragraph (b)(1) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract if the payment is for agency and legislative liaison activities not directly related to a covered Federal action.

(B) For purposes of paragraph (b)(2)(i)(A) of this section, providing any information specifically requested by an agency or Congress is allowable at any time.

(C) For purposes of paragraph (b)(2)(i)(A) of this section, the following agency and legislative liaison activities are allowable at any time only where they are not related to a specific solicitation any covered Federal action:

(1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and,

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(D) For purposes of paragraph (b)(2)(i)(A) of this section, the following agency and legislative liaison activities are allowable only where they are prior to formal solicitation of any covered Federal action:

(1) Providing any information not specifically requested but necessary for an agency to take an informed decision about initiation of a covered Federal action:

(2) Technical discussions regarding the Technical preparation of an unsolicited proposal prior to its official submission; and, --

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.

(E) Only those activities expressly authorized by paragraph (b)(2)(i) of this section are allowable under paragraph (b)(2)(i).

(ii) Professional and technical services by Own Employees.

(A) The prohibition on the use of appropriated funds, in paragraph (b)(1) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract or an extension, continuation, renewal, amendment, or modification of a Federal contract if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal contract or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal contract.

(B) For purposes of paragraph (b)(2)(ii)(A) of this section, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.

(C) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.

(D) Only those services expressly authorized by paragraph (b)(2)(ii) of this section are allowable under paragraph (b)(2).

(iii) Reporting for Own Employees.

No reporting is required with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.

(iv) Professional and technical services by Other than Own Employees.

(A) The prohibition on the use of appropriated funds, in paragraph (b)(1) of this section, does not apply in the case of any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action, if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal contract or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal contract.

(B) For purposes of paragraph (b)(2)(iv)(A) of this section, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.

(C) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.

(D) Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(E) only those services expressly authorized by paragraph (b)(2)(iv) of this section are allowable under paragraph (b)(2)(iv).

(c) Disclosure.

(1) Each person who requests or receives from an agency a Federal contract shall file with that agency a certification form that the person has not made, and will not make, any payment prohibited by paragraph (b) of this clause.

(2) Each person who requests or receives from an agency a Federal contract shall file with that agency a disclosure form, "Disclosure of Lobbying Activities," a copy of which is attached, if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under paragraph (b) of this clause if paid for with appropriated funds.

(3) Each person shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in an disclosure form previously filed by such person under paragraph (c)(2) of this section. An event that materially affects the accuracy of the information reported includes:

(i) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or

(ii) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or,

(iii) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

(4) Any person who requests or receives from a person referred to in paragraph (c)(1) of this section a subcontract exceeding \$100,000 at any tier under a Federal contract shall file a certification, and a disclosure form, if required, to the next tier above.

(5) All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the person referred to in paragraph (c)(1) of this section. That person shall forward all disclosure forms to the agency.

(d) Agreement. In accepting any contract resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.

(e) Penalties.

(1) Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.

(2) Any person who fails to file or amend the disclosure form to be filed or amended if required by this clause, shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(3) Contractors may rely without liability on the representations made by their subcontractors in the certification and disclosure form.

(f) Cost allowability. Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of Part 31 of the Federal Acquisition Regulation.

(End of Clause)

15. Delete Attachment 1, Billing Instructions, and substitute in lieu thereof the attached "Billing Instructions for Cost-Reimbursement Type Contracts, Revised 8/89."
16. Add to Section J.1 the following:

Attachment Number	Title
9	SAIC's Employee Business Expense Policy/ Procedure
17. In accordance with FAR Clause No. 52.216-8, entitled "Fixed Fee," the NRC will withhold 15% of the fixed fee which the Government considers necessary to protect the Government's interest.
18. The NRC hereby incorporates SAIC's Small/Small Disadvantaged Subcontracting Plan dated January 26, 1990 into this contract.
19. All other terms and conditions of this contract remain unchanged. In the event of any inconsistency between the information contained in this contract and the terms and conditions of SAIC's proposal, the NRC's contract shall be deemed the controlling document.

SOLICITATION, OFFER AND AWARD

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

2. CONTRACT NO.	3. SOLICITATION NO. RS-NMS-89-004	4. TYPE OF SOLICITATION () SEALED BID (IFB) (X) NEGOTIATED (RFP)
5. DATE ISSUED 5/23/89	6. REQUISITION/PURCHASE REQ. NO. RS-NMS-89-004	
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 4 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 6/22/89. CAUTION-LATE 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: Sharon D. Mearse	B. TELEPHONE NO. (Include Area Code) (NO COLLECT CALLS) 301/492-4282
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M	EVALUATION FACTORS FOR AWARD	

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 120 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-B)
 10 CALENDAR DAYS 20 CALENDAR DAYS 30 CALENDAR DAYS CALENDAR DAYS
0% 0% 0% 0%

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
One (1)	June 16, 1989		

15A. NAME AND ADDRESS OF OFFEROR	CODE : <u>52302</u>	FACILITY : <u>A-R-708</u>	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
	Science Applications Intl. Corp.		Thomas J. Rodehau
	1710 Goodridge Dr., M/S 2-5-1		Senior Contract Representative
	McLean, VA 22102		

15B. TELEPHONE NO. (Include Area Code)
(703) 448-6503

15C. CHECK IF REMITTANCE ADDRESS IS
 DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE

17. SIGNATURE: *Thomas J. Rodehau*

18. OFFER DATE: June 30, 1989

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 CODE (If other than Item 7)

25. PAYMENT WILL BE MADE BY CODE U.S. Nuclear Regulatory Commission Division of Accounting and Finance GOV/COM Accounting Section Washington, DC 20555

26. NAME OF CONTRACTING OFFICER (Type or Print)

27. UNITED STATES OF AMERICA (Signature of Contracting Officer)

28. AWARD DATE

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

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 to the U.S. Nuclear Regulatory Commission (NRC) in conducting safety and/or environmental reviews of license applications for the construction, operation, or decommissioning of fuel cycle facilities. The contractor shall conduct the reviews as required by individual task orders issued at the sole discretion of the NRC.

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 Contracting Officer will obligate funds on each task order issued.

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

(End of Clause)

SECTION C - DESCRIPTION/SPECIFICATION
/WORK STATEMENT

C.1 STATEMENT OF WORK (MAR 1987)

C.1.1 Background

The Nuclear Regulatory Commission (NRC) has under consideration and is anticipating applications for licenses for the construction, operation, and decommissioning of fuel cycle facilities. These facilities include, but may not be limited to, uranium enrichment facilities, uranium hexafluoride conversion plants, low and high enriched uranium fuel fabrication plants, advanced fuel R&D and pilot plant facilities, low-level waste storage and disposal installations, spent fuel storage installations, and waste treatment and solidification plants. Safety and environmental reviews of the applications must be performed to determine whether or not to issue licenses to the applicants. In addition, the NRC is required to review and consult with the Department of Energy (DOE) on some of their similar projects, such as the high-level waste solidification project at West Valley. A broad range of technical expertise is required to conduct these reviews to provide reasonable assurance that the public health and safety and environmental values are protected.

Applications which are anticipated during FY 90-94 include license renewals, proposals to modify existing facilities, and applications for new facilities, such as uranium enrichment facilities and dry spent fuel storage facilities, including storage casks. Also planned is the continuation of the review of the project plan and safety analyses for the West Valley high-level waste solidification project. Because of these requirements, a task ordering contract is sought to provide technical assistance to the Division of Industrial and Medical Nuclear Safety (IMNS) and the Division of Low Level Waste Management and Decommissioning (LLWM) for project reviews. The purpose for providing this assistance is to conduct about 40 facility reviews over a five-year period (three years and two option years). The exact number and scheduling of reviews has not yet been determined.

The complexity of safety and environmental reviews of new or renewal license applications or DOE projects is such that a broad spectrum of technical disciplines will be required to conduct the reviews. Because of the necessity for proper and effective management of the review, the Contractor performing the review must possess expertise in most, if not all, of the required disciplines.

C.1.2 Work Required

The NRC will designate a Project Officer (PO) who will be

responsible for overall direction of the task ordering contract. The Project Officer will be a Technical Assistance Project Manager (TAPM). The responsibilities of the P.O. are specified in Section G.2. A Project Manager (PM) will be assigned to each individual task order and will be responsible for monitoring the technical work for that assigned task.

C.1.3 Safety Reviews, Analyses and Other Technical Assistance

The Contractor shall perform complete or partial reviews of Safety Analysis Reports, other applicant documents and facilities, DOE documents and facilities, and assess the consequences to workers and the public as a result of the construction, operation and decommissioning of fuel cycle and low level waste facilities. The NRC may request the contractor to address the adequacy of systems for the mitigation of the consequences of accidents.

The scope of the reviews related to applications for spent fuel storage will be based upon the general requirements of 10 CFR Part 72, and the supporting Regulatory Guides in Division 3.

The scope of the reviews related to applications for high-level liquid waste processing and related activities will encompass, but not be limited to, the topics covered in Regulatory Guide 3.26, "Standard Format and Content of Safety Analysis Reports for Fuel Reprocessing Plants," as applicable. This guide is only for identification of topics.

The scope of the reviews related to applications for fuel fabrication plants will encompass, but not be limited to, the topics covered in Regulatory Guide 3.52, "Standard Format and Content for the Health and Safety Sections of Renewal Applications for Uranium Fuel Processing and Fabrication Plants."

The scope of the reviews related to low level waste disposal and related actions will encompass, but not be limited to, performance assessment, materials, site suitability, dose and accident assessments.

The reviews will require expertise for technical analyses in many areas including site suitability evaluation, accident analyses, dose assessment, quality assurance programs and operating controls and limits. The reviews will also require evaluations of system and component designs, radioactive waste confinement and management, and radiation protection programs. Evaluations of the ability of structures, systems and components to withstand the effects of severe natural phenomena will also be required. The reviewers may be required to prepare and present testimony as expert witnesses for hearings in support of their reviews.

Where licensee information is inadequate to permit competent review, a list of questions aimed at eliciting the needed information will be submitted by the Contractor. The Contractor will discuss the

questions with the PM before they are transmitted by the NRC to the applicant. Further dialogue will take place as a result of the PM review of draft reports required by Section C.1.4 below.

As a result of proposed license modifications or amendments, the Contractor may be required to perform short-term, limited-scope, technical studies related to safety of the construction, operation, and decommissioning of fuel cycle facilities. This work includes compilation and assessment of available accident and testing data, and analysis of facility safety under conditions of both normal and accident operation.

C.1.4 Environmental Reviews, Analysis and Other Technical Assistance

The Contractor shall perform reviews of environmental reports, other applicant documents, facilities and sites; evaluate the environmental impacts of the proposed actions and prepare environmental assessments on draft and final environmental impact statements as directed by the NRC and in conformance with 10 CFR Part 51.

The scope of the reviews will include, but may not be limited to, those topics described in the Draft Staff Technical Position entitled, "Preparation of Environmental Reports for Nuclear Fuel Fabrication Plants," suitably modified for the applicable fuel cycle facility. Other guidance may be found in the Council on Environmental Quality Guidelines and in NUREG-0555, "Environmental Standard Review Plans." For Final Environmental Impact Statements, the Contractor will consider and provide appropriate discussion of agency and public comment on the Draft EIS.

Expertise will be required in many areas, e.g., ecological and interrelated earth sciences, radiological assessments, socioeconomics and disciplines related to cost-benefit analyses. The reviewers may be required to prepare and present testimony as expert witnesses for hearings in support of their reviews.

As a result of proposed license modifications or amendments, the Contractor may also be required to perform short-term, limited-scope, technical studies related to environmental impact of the construction, operation and decommissioning of fuel cycle facilities. This work includes compilation and assessment of available environmental data, measurement or estimation of the environments in which proposed or actual facilities exist, and quantifying the effects of facility/environment interaction.

C.1.5 Meetings and Travel

The Contractor will be required to visit the NRC offices in Rockville, Maryland, up to four times per task review to confer with the Industrial and Medical Nuclear Safety staff. The Contractor will be required to visit project sites and other similar government or commercial facilities and to attend other meetings or events at times and places designated by the NMSS Project Officer. However,

the exact number of meetings and site visits will be estimated in each request for proposal for a specific task. A total of 2 meetings per task is the expected level of effort. The Contractor may also be required to travel to hearings to provide testimony as an expert witness.

C.1.6 NRC Furnished Material

To facilitate the work described in Section C.1.2, the NRC will provide the Contractor with pertinent sections of the Safety Analysis Reports and Environmental Reports prepared by applicants for licensing approval within 10 days from the effective date of each task order. The NRC will also provide various documents related to the work described in other tasks, such as Environmental Impact Statements, Regulatory Guides, technical standards and topical reports.

C.1.7 Quality Assurance

For all draft and final reports delivered under this agreement, the contractor shall assure that an independent review and verification of all numerical computations, mathematical equations, and derivations are performed by qualified personnel other than the original author(s) of the reports. If the contractor proposes to verify/check less than 100 percent of all computations and mathematical equations and derivations in the reports (such as might be the case when there are a large number of routine, repetitive calculations), the performing organization must first obtain written approval from the NMSS PM. Computer-generated calculations will not require verification where the computer program has already been verified. The NMSS PM has the option of auditing all documentation including project correspondence, drafts, calculations, and unrefined data.

In addition, all reports, including those which do not contain numerical analyses, shall be reviewed by management in the contractor's organization and approved with two signatures, one of which shall be at a level above the PM.

When revisions for the reports are issued, a section must be included in the revised report to document dates of, reasons for, and scope of all changes made since the issuance of the contractor's first approved report.

NRC has the option of appointing a Peer Group to review the draft report and make changes to the final report. The contractor may recommend candidates for the Peer Group for approval by the NMSS PM.

In the occasion of dissent in the content of the final report, the dissenting party will have the option of stating its viewpoints and findings in a section of the report.

C.1.8 Referenced Documents

All documents referenced in this Section C can be reviewed in the Public Document Room located at 2120 L Street, N.W., Washington, DC

in the Gelman Building.
(End of Clause)

C.2 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

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
52.246-3	APR 1984	INSPECTION OF SUPPLIES-- COST-REIMBURSEMENT
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
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52.212-13	APR 1984	STOP-WORK ORDER ALTERNATE I (APR 1984)
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F.2 PREPARATION OF TECHNICAL REPORTS (JUNE 1988)

All technical reports required by Section C and all Technical Progress Reports required by Section F are to be prepared in accordance with the attached NRC Manual Chapter 3202. NRC Manual Chapter 3202 is not applicable to any Contractor Spending Plan (CSP) and any Financial Status Report that may be included in this contract. (See Section J for List of Attachments).

(End of Clause)

F.3 TECHNICAL PROGRESS REPORT (JUNE 1988)
(OMB CLEARANCE NUMBER 3150-0112)

The Contractor shall provide a monthly Technical Progress Report to the Project Officer and the Contracting Officer. The report is due within 15 calendar days after the end of the report period and shall identify the title of the project, the contract number, project manager and/or principal investigator, the contract period of performance, and the period covered by the report. Each report shall include the following for each discrete task:

- a. A listing 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 involves a contract modification, e.g., change in work requirements, level of effort (cost) or schedule delay, the Contractor shall submit a separate letter to the Contracting Officer indentifying the required change and estimated cost impact).
- c. A summary of progress to date; and
- d. Plans for the next reporting period.

(End of Clause)

F.4 FINANCIAL STATUS REPORT (JUNE 1988)
(OMB CLEARANCE NUMBER 3150-0112)

The Contractor shall provide a monthly Financial Status Report to the Project Officer and the Contracting Officer. The report is due within 15 calendar days after the end of the report period and shall identify the title of the project, the contract number, project manager and/or principal investigator, the contract period of performance, and the period covered by the report. Each report shall include the following for each discrete task:

a. Provide total estimated cost (value) of the project as reflected in the contract, the amount of funds available in the contract to date, and the balance of funds required to complete the work as follows:

- 1) Total Estimated Contract Amount.
- 2) Total Funds Obligated To Date.
- 3) Total Costs Incurred This Reporting Period.
- 4) Total Costs Incurred To Date.
- 5) Balance of Obligations Remaining.
- 6) Balance of Funds Required To Complete Contract.

b. Detail of all direct and indirect costs incurred during the reporting period for each task.

c. Update the approved Contractor Spending Plan (CSP) if required under this contract. If there have been no changes to the projections, a certification to that effect may be provided with the Financial Status Report in lieu of the CSP.

(End of Clause)

F.5 PLACE OF DELIVERY--REPORTS (JUNE 1988)

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

a. Project Officer (4 copies)

 *

 *

 *

 *

 *

 *

 *

b. Contracting Officer (1 copy)

U.S. Nuclear Regulatory Commission
 Contract Number: _____*_____
 Division of Contracts and Property Management
 Contract Administration Branch

Washington, D.C. 20555

(End of Clause)

F.6 DURATION OF CONTRACT PERIOD (MAR 1987)
ALTERNATE IV (JUNE 1988)

The ordering period for this contract shall commence on the effective date of this contract and shall expire three years thereafter. 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 two one-year periods.

(End of Clause)

F.7 SAFETY REVIEW TASK REPORTS

For each facility safety review, the Contractor shall provide one copy of a draft report to the NMSS Project Officer and three copies to the NMSS Lead Technical Monitor that discusses in detail the safety aspects related to each of the review topics along with the reviews' results and conclusions.

Within 30 days of receipt of each draft task report, the NMSS LTM shall provide comments to the Contractor to be considered in the preparation of the final report. These comments will identify problem areas, discrepancies and technical insights on the draft report. These comments will be for the purpose of clarification only and will not be construed as to prejudice the Contractor's work or technical findings. Within 30 more days, the Contractor shall revise the draft task report, incorporating resolution of comments, and submit a camera-ready copy of the final report.

F.8 ENVIRONMENTAL REVIEW TASK REPORTS

One draft copy of Draft and Final Environmental Impact Statements prepared under Section C.1.2 (Environmental Reviews, etc.) shall be submitted to the NMSS Project Officer and three copies to the NMSS Lead Technical Monitor LTM). The Impact Statements shall discuss each of the review topics, as discussed in Section C.1.2 and as required by 10 CFR Part 51.

For Environmental Assessments a similar draft report shall be submitted in three copies which addresses each of the topics discussed in Section C.1.2.

The LTM will furnish comments on drafts of the report within 30 days after receipt of a draft. The comments will identify problem areas and discrepancies, and provide technical insights concerning the work performed. These comments will be for the purpose of clarification only and will not be construed as to prejudice the Contractor's work or technical findings. The Contractor shall revise the draft and submit a camera-ready copy of the final

report that incorporates resolution of comments within 30 more days. (These comments are separate from agency and public comment which may be received in Draft Environmental Impact Statements.)

(End of Clause)

F.9 ELECTRONIC (MACHINE READABLE) FORMAT

The requirement to submit documentation in electronic format is in addition to the reporting requirements specified in the Statement of Work (SOW) and does not supersede the existing requirements of this contract or the specifications for contractor reports in NRC Manual Chapter 1102 or 3202.

When specified in task requirement, the contractor shall submit documentation in accordance with the electronic format (machine readable ASCII format) specifications below. For each document transmitted electronically, and if not required elsewhere as a contract deliverable, the contractor also shall submit a clear, legible hard copy document such as those prepared on a letter quality or near letter quality printer at 10 to 12 pitch. The contractor shall be responsible for ensuring that the electronic version is the same as the hard copy document.

The contractor shall use the format specified below:

Floppy Disks (ANSI draft standard X3B 8.1-1986)

IBM PC/DOS format: 5.25 inch; double-sided, double density, nine sectors; the new 3.5 inch diskettes also are acceptable;

ASCII character code, with each paragraph ended with a carriage return and line feed (HEX OD OA);

Each line also may end with a carriage return and line feed;

Each sentence must end with a period followed by two spaces;

Maximum of 80 characters per line (with 69 characters preferred);

Remove all underline and hyphen characters;

External disk label to identify content and date of preparation.

Magnetic Tape (ANSI X 3.39-1973)

Nine track, standard reel-to-reel, 1600 or 6250 BPI;

ASCII character code, with each paragraph ended with a carriage return and line feed (HEX OD OA);

Each line may also end with a carriage return line feed, but this is not preferred;

Each sentence must end with a period followed by two spaces;

No internal tape label;

Maximum of 80 characters per line (with 69 characters preferred);

Fixed block size (maximum of 2048 characters per block);

External tape label to identify content and date of preparation.

All files on one physical tape must each have the same number of characters per record and characters per block. Tapes must not be generated using system independent copy routines which would not permit them to be transportable from one computer to another.

For both diskette and tape formats, if the document contains footnotes which are not included in the page of text to which they refer, then they must be placed in numerical sequence at the end of the document text.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 INDIRECT COST RATES (JUNE 1988)
ALTERNATE II (JUNE 1988)

For this contract, the the final amount reimbursable for indirect costs is as follows:

___*___

In the event that indirect rates developed by the cognizant audit activity on the basis of actual allowable costs are less than the above ceiling rates, the rates established by such cognizant audits shall apply. The Government will not be obligated to pay any additional amounts for indirect costs above the ceiling rates set forth above for the applicable period.

(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.

i. 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 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.4 TASK ORDER PROCEDURES (MAR 1987)

a. Task Order Request for Proposal

When a requirement within the scope of work for this contract is identified, the Contracting Officer will transmit to the Contractor a Task Order Request for Proposal which will include the following, as appropriate:

- 1) Scope of Work/Meetings/Travel and Deliverables.
- 2) Reporting Requirements.
- 3) Period of Performance - Place of Performance.
- 4) Applicable Special Provisions.
- 5) Technical Skills Required.
- 6) Estimated Level of Effort.

b. Task Order Proposal

By the date specified in the Task Order Request for Proposal, the Contractor shall deliver to the Contracting Officer a

written Task Order Proposal that provides the following technical and cost information, as appropriate:

1) Technical Proposal Content.

a) A discussion of the scope of work requirements to substantiate the Contractor's understanding of the requirements of the Task Order and the Contractor's proposed method of approach to meet the objective of the order.

b) Resumes for professional personnel proposed to be utilized in the performance of any resulting task order. Include educational background, specific pertinent work experience and a list of any pertinent publications authored by the individual.

c) Identification of administrative support personnel and/or facilities that are needed to assist the professional personnel in completing work on the task order.

d) Identification of "Key Personnel" and the number of staff hours that will be committed to completion of work on the Task Order.

2) Cost Proposal.

The Contractor's cost proposal for each Task Order shall be prepared using the Standard Form 1411, Contract Pricing Proposal cover sheet. A copy of the form and instructions are attached to this contract. Each Task Order cost proposal shall be fully supported by cost and pricing data adequate to establish the reasonableness of the proposed amounts. When the Contractor's estimated cost for the proposed Task Order exceeds \$100,000 and the period of performance exceeds six months, the Contractor may be required to submit a Contractor Spending Plan (CSP) as part of its cost proposal. The Task Order Request for Proposal will indicate if a CSP is required.

c. Task Order Award

The Contractor shall perform all work described in definitized Task Orders issued by the Contracting Officer. Definitized Task Orders will include the following:

- 1) Statement of Work/Meetings/Travel and Deliverables.
- 2) Reporting Requirements.
- 3) Period of Performance.
- 4) Key Personnel.
- 5) Applicable Special Provisions.
- 6) Total Task Order amount.

(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 Clause)

G.6 TRAVEL REIMBURSEMENT

Travel ceilings will be negotiated per individual task order issued under any resultant contract.

(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 DISSEMINATION OF CONTRACT INFORMATION (MAR 1987)

The Contractor shall comply with the requirements of the attached NRC Manual Chapters 3202 and 3206 (See Section J for List of Attachments) regarding publications or dissemination to the public of any information, oral or written, concerning the work performed under this contract. Failure to comply with this clause shall be grounds for termination of this contract.

(End of Clause)

H.4 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.5 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.6 ORGANIZATIONAL CONFLICTS OF INTEREST
(OMB CLEARANCE NUMBER 3150-0112) (JUNE 1988)

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 forego entering into consulting or other contractual arrangements with any firm or organization, the result of which may give rise to a conflict of interest with respect to the work being performed under this contract. The Contractor shall ensure that all employees under this contract abide by the provision of this clause. If the Contractor 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 48 CFR 209.570-9.

(End of Clause)

H.7 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.6.

In order to assist the contractor in understanding and applying these provisions to the 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 in Clause H.6:

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), (3) and (4) 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.

(c)(4) When the contractor performs work for the NRC under this contract at a particular utility site or utility organization, the contractor shall neither solicit nor perform work at the site or for that utility organization for a period of one year after completion of all work under the associated task order.

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 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.8 CONTRACTOR RESPONSIBILITIES

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 orders including assurance that all information contained in the technical and cost proposals, including resumes, is accurate and truthful.

(End of Clause)

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

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

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
52.228-7	APR 1984	INSURANCE -- LIABILITY TO THIRD PERSONS
52.229-10	OCT 1988	STATE OF NEW MEXICO GROSS RECEIPTS AND COMPENSATING TAX
52.230-3	SEP 1987	COST ACCOUNTING STANDARDS
52.230-4	SEP 1987	ADMINISTRATION OF COST ACCOUNTING STANDARDS
52.230-5	SEP 1987	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES
52.230-6	SEP 1987	CONSISTENCY IN COST ACCOUNTING PRACTICES
52.232-17	APR 1984	INTEREST
52.232-2	APR 1984	LIMITATION OF FUNDS
52.232-23	JAN 1986	ASSIGNMENT OF CLAIMS
52.233-1	APR 1984	DISPUTES
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
52.245-1	APR 1984	PROPERTY RECORDS
52.245-5	JAN 1986	GOVERNMENT PROPERTY (COST-REIM- BURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS)
52.245-19	APR 1984	GOVERNMENT PROPERTY FURNISHED "AS IS"
52.249-6	MAY 1986	TERMINATION (COST-REIMBURSEMENT)
52.249-14	APR 1984	EXCUSABLE DELAYS
52.227-3	APR 1984	PATENT INDEMNITY

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 REQUIREMENTS (FAR 52.216-21) (APR 1984)

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Delivery-Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) 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 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 after the expiration date of the final task order

issued.

(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 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:

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

(ii) 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:

(i) 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, a 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.

(ii) 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(4)), 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.

(iii) 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.

(i) Name and address of the Contractor.

(ii) Invoice date.

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

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

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

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

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

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

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

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

(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.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance shall be deemed to have occurred constructively on the 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.8 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)

1.9 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.10 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--

(i) The dangers of drug abuse in the workplace;

(ii) The contractor's policy of maintaining a drug-free workplace;

(iii) 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 --

(i) Abide by the terms of the statement; and

(ii) 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)(ii) 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:

(i) Taking appropriate personnel action against such employee, up to and including termination; or

(ii) 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)

PART III - LIST OF DOCUMENTS, EXHIBITS
AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

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
6	NRC Manual Chapter 3206
7	Sample Task Order A
8	Sample Task Order B

REVISED 8/89

BILLING INSTRUCTIONS FOR
COST-REIMBURSEMENT TYPE CONTRACTS

General: The contractor shall prepare vouchers/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 12 of SF 26 or Block 25 of SF 33, whichever is applicable.

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

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.

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

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) Project Officer _____
- (e) Date of Voucher _____
- (f) Contract Amount _____
- (g) Fixed Fee _____

(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)

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REVISED 8/89

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 |
|----------------|-----------------------|--------------|------|-------|-------------------------|
|----------------|-----------------------|--------------|------|-------|-------------------------|
- (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>	

2) Direct Equipment

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

4) Materials, Supplies & Other Expendable Items

10 Racon 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 2/6/89.)

6) Consultants' Fee

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

7) Travel

<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>		
3/1/89	3/6/89	William King	Chicago, Wash., IL 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 to Boston, MA	@ \$200	= \$400.00
Profit	@ 7%	= \$200.00
TOTAL:		<u>\$3000.00</u>

(k) Fixed-Fee (Formula)

(5%)

$\$250,000 \times 5\% = \$12,500$ Total Fixed Fee for this Contract

$\$27,200 \times 5\% = \$1,360$ Fee Billed for this Period

(c) Adjustments

\$1701 - Indicates amount withheld from voucher #001, now approved by Contracting Officer letter 3/10/89.

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.

(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 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.

(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 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 organization 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 (1) 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.

(1) 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:

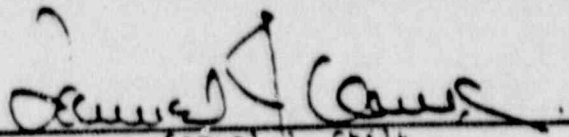
- (1) The work to be performed under contract is vital to the NRC program;
- (2) the work cannot be satisfactorily performed except by a contractor whose interests give rise to a question of conflict of interest; and (3) contractual and/or technical review and supervision methods can be employed by NRC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

820-1.5412 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 NOTICE

CHAPTER 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>	
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.

U.S. NUCLEAR REGULATORY COMMISSION
NRC MANUAL

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

ADM

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

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/CR 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

PUBLICATION OF TECHNICAL REPORTS PREPARED BY
NRC CONTRACTORS, INCLUDING REPORTS PREPARED
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- 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.

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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.

* Words underscored in definitions are also defined in list.

PUBLICATION OF TECHNICAL REPORTS PREPARED BY
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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.

Approved: August 29, 1984

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.

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.

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- 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.

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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 ESs (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

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

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.

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.

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

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.

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)

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

Report Dates and Bases

Manuscript Completed: September 1980
Date Published: September 1980

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

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

Contractor Name
and Address

NUSAC Incorporated
7926 Jones Branch Drive
McLean, VA 22102

NRC Sponsorship

Prepared for
Division of Safeguards
Office of Nuclear Material Safety and Safeguards
U.S. Nuclear Regulatory Commission
Washington, D.C. 20555
NRC FIN 86437

NRC Contract No.

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. Buckalew, F. V. Thome, J. A. Lewin, T. W. Gilmore 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. Bonzon, W. H. Butkalew, F. V. Thome, J. A. Lewis, T. W. Genore, SNL
W. R. Rutherford, A. 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. 20555
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 (2-78) NCRM 3201		US NUCLEAR REGULATORY COMMISSION		1. REPORT NUMBER (if any)	Check if release from Division of Service Information and Document Center
PUBLICATIONS RELEASE FOR UNCLASSIFIED NRC CONTRACTOR AND CONSULTANT REPORTS (Please Type or Print)				2. DISTRIBUTION CATEGORY NO. (if any)	Check appropriate number Show the full distribution category in the SOLARIS 0550
3. TITLE AND SUBTITLE (State in full or short or document)					
4. AUTHORS (If more than three, name first author followed by and others)					
5. NAME OF CONTRACTOR			MAILING ADDRESS (Number and Street, City, State and Zip Code)		TELEPHONE NO.
6. DATE MANUSCRIPT COMPLETED	7. NRC PROGRAM SPONSOR TECHNICAL MONITOR				TELEPHONE NO.
8. CONTRACT DATA					
a. CONTRACT OR FIN NUMBER (Do not list DOE contract number)					
9. IF CONTRACTOR IS AUTHORIZED TO PRINT, PLEASE PROVIDE THE FOLLOWING INFORMATION					
Number of Copies Printed		Estimated Completion Cost		Estimated Printing Cost	
9. TYPE OF DOCUMENT (Check appropriate box)					
a. TECHNICAL REPORT					
(1) FORMAL					
(2) INTERIM					
b. CONFERENCE PAPER					
(1) TITLE OF CONFERENCE PAPER					
(2) DATE(S) OF CONFERENCE					
(3) LOCATION OF CONFERENCE					
c. OTHER (Indicate type of item, e.g. Press speech, journal article, guide, etc.)					
10. SPECIAL DISTRIBUTION: Send an copies to the Distribution Services Branch, Division of Technical Information and Document Services. Send a copy of this report to:					
Make available only as specifically authorized by program office or State to other Fed agencies. Submit addresses for the above special					
distribution. Continue instructions on reverse of separate sheet, if necessary.					
11. PATENT CLEARANCE (If applicable)			12. SUBMITTED BY		
Forward completed signed NRC Form 426A together with the related documents to: IN-EN TO: AUDIOLIBRARY Patent Counsel			a. NAME OF AUTHORIZED CONTRACTOR OFFICIAL OR NRC MONITOR (Type name)		
a. PATENT CLEARANCE NOT REQUIRED			b. OFFICIAL'S ORGANIZATIONAL UNIT		
b. PATENT CLEARANCE GRANTED					
c. PATENT CLEARANCE DENIED					
13. PATENT COUNSEL'S SIGNATURE	DATE	SIGNATURE (Authorized Contract Official or NRC Monitor)		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 22161

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, License 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 (7-82) APRIL 1982 2291 5882 BIBLIOGRAPHIC DATA SHEET USE INSTRUCTIONS ON THE REVERSE		U.S. NUCLEAR REGULATORY COMMISSION REPORT NUMBER: _____ REPORT DATE: _____	
1 TITLE AND SUBTITLE		2 LEAVE BLANK	
4 AUTHOR(S)		5 DATE REPORT DESCRIBED MONTH: _____ YEAR: _____ 6 DATE REPORT ISSUED MONTH: _____ YEAR: _____	
7 SPONSORING ORGANIZATION NAME AND MAILING ADDRESS (Include Po Code)		8 PROJECT TASK ORDER UNIT NUMBER	
10 SPONSORING ORGANIZATION NAME AND MAILING ADDRESS (Include Po Code)		9 FIA OR GRANT NUMBER	
12 SUPPLEMENTARY NOTES		11a TYPE OF REPORT	
13 ABSTRACT (250 words or less)		11b OTHER NUMBER (Accession data)	
14 DOCUMENT ANALYSIS - KEYWORDS/DESCRIPTORS		15 AVAILABILITY STATEMENT	
16 IDENTIFIERS/OPEN ENDED TERMS		16 SECURITY CLASSIFICATION (For copy)	
		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 Z39.18-1974 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 Standard ANSI Z39.23-1974, Technical Report Number (STRN). Use uppercase letters, Arabic numerals, slashes, and hyphens only, as in the following examples: NUREG-0100, NUREG/CP-0010, NUREG/CR-0100, and NUREG/BR-0010. For reports in a series add Vol., Supp., Revision, and Addendum, 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 parenthesis.
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 20555.
11. a. **TYPE OF REPORT.** State draft, final, preliminary, topical, technical, regulatory, quarterly, etc., and, if applicable, inclusive dates.
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 _____ Docket 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 names, code names, equipment designators, etc. Use open-ended (keywords) 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."

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

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. 20545	
NRC File No.	
LIMITED OFFICIAL USE	

EXHIBIT 13
SAMPLE BACK COVER FOR A CONTRACTOR REPORT CONTAINING
LIMITED OFFICIAL USE INFORMATION

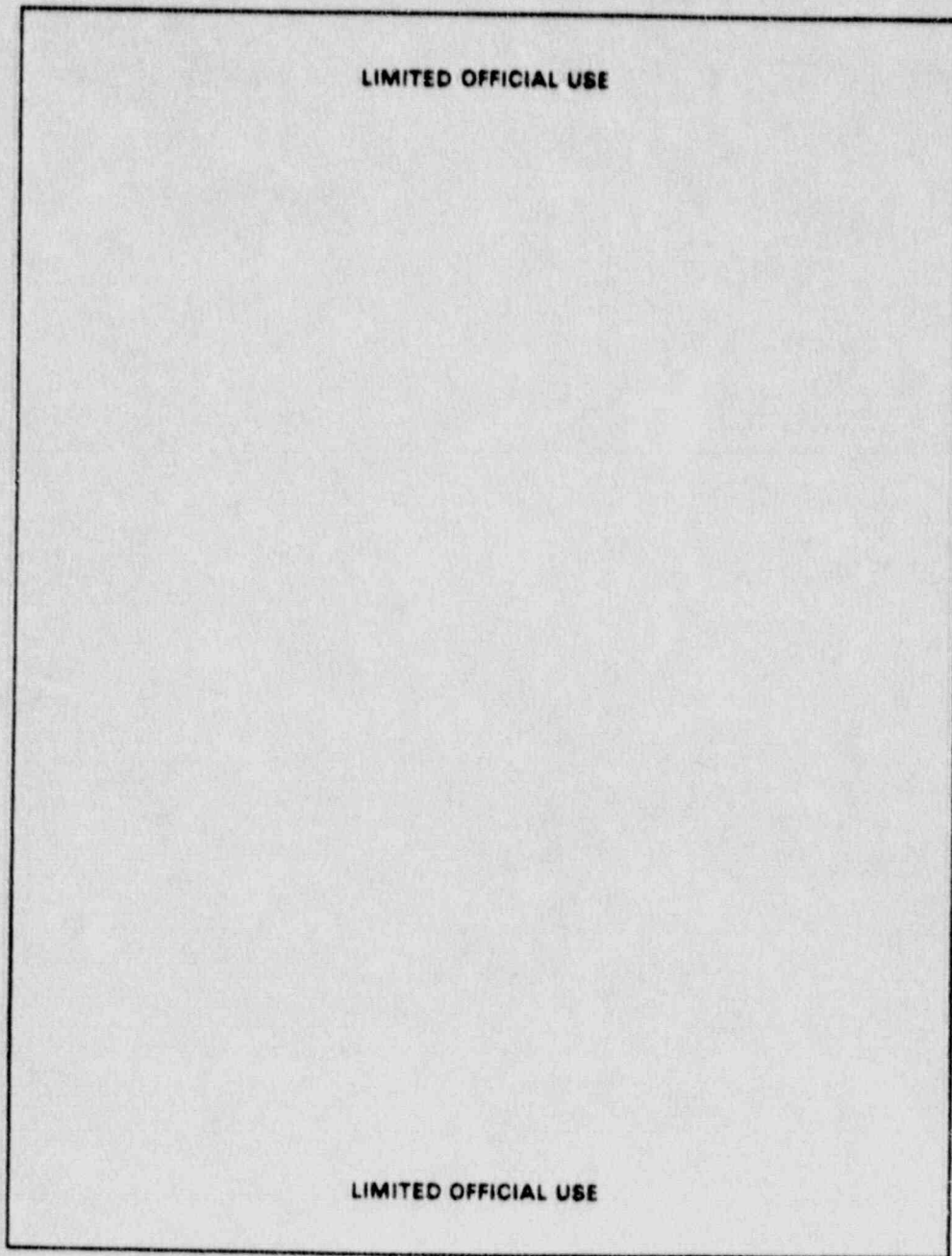


EXHIBIT 14
SAMPLE COVER FOR A CONTRACTOR REPORT CONTAINING
PROPRIETARY INFORMATION OBTAINED FROM A U.S. ORGANIZATION

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 (which is claimed)
to be proprietary in accordance with (10CFR
2.790 (b)) (10CFR § 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 XXXX (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 2.790 (d)(12)
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 pur-
suant to 10CFR Part 9

WITHHOLD 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 FIN No.

FOREIGN INFORMATION

The document contains information
submitted to NRC by

(Name of Company and Name of Submitter
which is described in 10CFR 2.790 (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 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

**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 the document contains
safeguards information was made by

(Name) (Title) (Organization) (Date)

Violation of protection requirements of 10CFR
72.21 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 FIR No.

SAFEGUARDS INFORMATION

EXHIBIT 22
SAMPLE BACK COVER FOR A CONTRACTOR REPORT CONTAINING
UNCLASSIFIED SAFEGUARDS INFORMATION

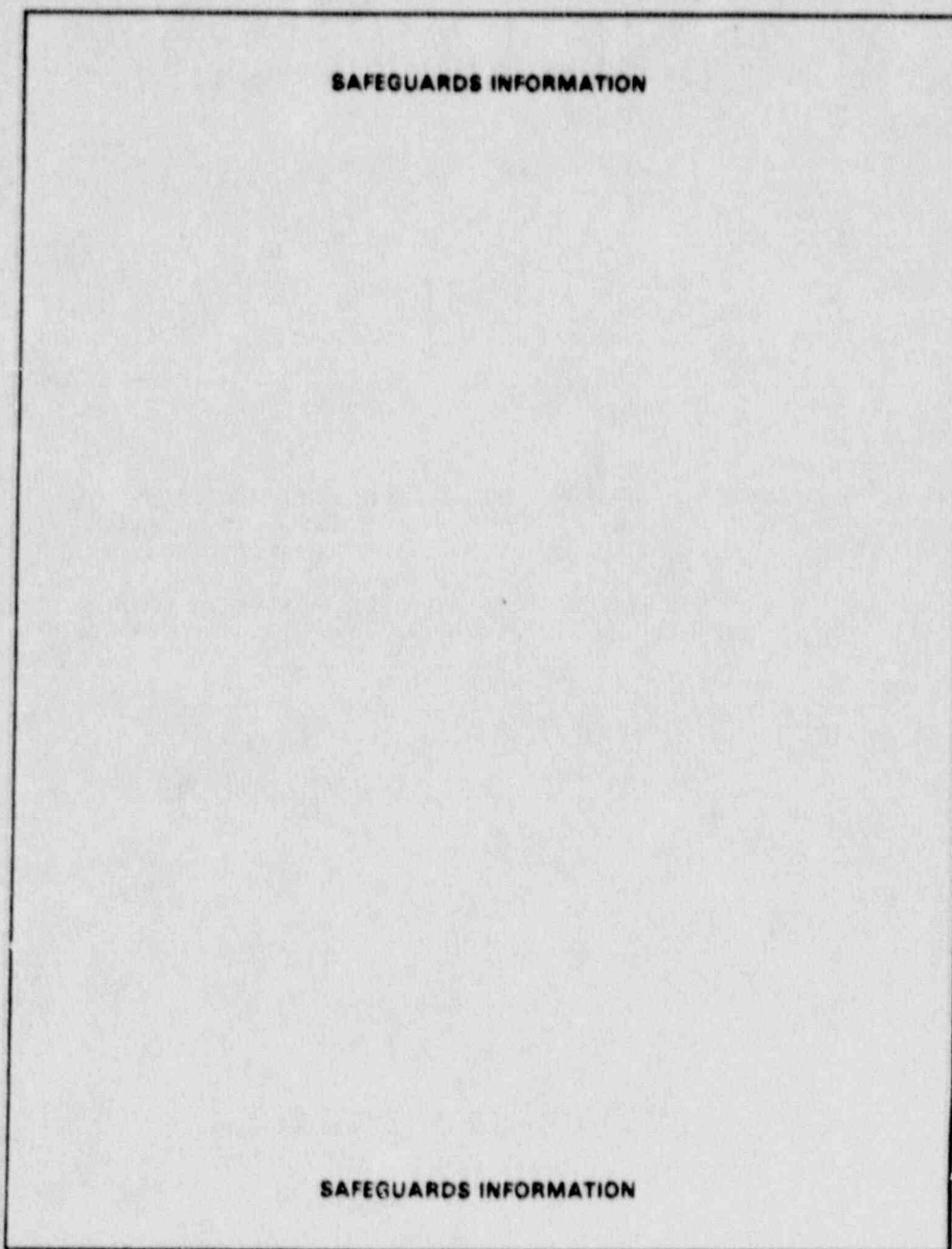


EXHIBIT 23
COVER SHEET FOR A CONTRACTOR REPORT CONTAINING
UNCLASSIFIED SAFEGUARDS INFORMATION

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

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/MODIFICATION NO. FORM APPROVED OMB NO. 3080-0116

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):
 A. NEW CONTRACT D. LETTER CONTRACT
 B. CHANGE ORDER E. UNPRICED ORDER
 C. PRICE REVISION/REDETERMINATION F. OTHER (Specify)

5. TYPE OF CONTRACT (Check):
 FFP CPFF CPIF CPAF
 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 record 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 applicable):
 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 (check 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 (firm(s), customer(s) and contract number(s))
 YES NO

13. IS THIS PROPOSAL CONSISTENT WITH YOUR ESTABLISHED ESTIMATING AND ACCOUNTING PRACTICES AND PROCEDURES AND FAR PART 31 COST PRINCIPLES? (If "No," explain)
 YES NO

14. COST ACCOUNTING STANDARDS BOARD (CASB) DATA (Public Law 91-375 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 (7-7) 16. NAME OF FIRM

17. SIGNATURE 18. DATE OF SUBMISSION

ATTACHMENT

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).

Cost Elements	Proposed Contract Estimate-Total Cost	Proposed Contract Estimate-Unit Cost	Reference
(1)	(2)	(3)	(4)

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 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.

E. 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. 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. 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	Redetermination Proposal Amount	Difference
(1)	(2)	(3)	(4)	(5)	(6)

Cost Elements	Incurred Cost-Preproduction	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.

(e.g., included in production costs as direct engineering labor, charged to manufacturing overhead, etc.). Also how the costs would be allocated to the units at their various states of contract completion.

Under Columns (9) and (10) - Enter in Column (9) the production costs from offeror's books and records (exclusive of preproduction costs reported in Column (8) of the units completed as of the cutoff date. Enter in Column (10) the costs of work in process as determined from offeror's records or inventories at the cutoff date. When the amounts for work in process are not available in Contractor's records but reliable estimates for them can be made, enter the estimated amounts in Column (10) and enter in Column (9) the differences between the total incurred costs (exclusive of preproduction costs) as of the cutoff date and these estimates. Explain the basis for the estimates, including identification of any provision for experienced or anticipated allowances, such as shrinkage, rework, design changes, etc. Furnish experienced unit or lot costs (or labor hours) from inception of contract to the cutoff date, improvement curves, and any other available production cost history pertaining to the item(s) to which offeror's proposal relates.

Under Column (11) - Enter total incurred costs (Total of Columns (8), (9), and (10)).

Under Column (12) - Enter those necessary and reasonable costs that in Contractor's judgment will properly be incurred in completing the remaining work to be performed under the contract with respect to the item(s) to which Contractor's proposal relates.

Under Column (13) - Enter total estimated cost (Total of Columns (11) and (12)).

Under Column (14) - Identify the attachment in which the information supporting the specific cost element may be found. Attach separate pages as necessary.

SCIENCE APPLICATIONS INTERNATIONAL CORPORATION

SMALL/SMALL DISADVANTAGED
SUBCONTRACTING PLAN INCLUDING

SUBCONTRACTING GOALS FOR
SAIC PROPOSAL NO. 1-246-71-900-13
SOLICITATION NO. RS-NMS-89-004


PREPARED BY:

Michelle M. Hogan
(Name)

26 January 1991
(Date)

SCIENCE APPLICATIONS INTERNATIONAL CORPORATION

APPROVED BY:


Hudson W. Ratliff, Jr.
(Name)

26 January 1991
(Date)

SCIENCE APPLICATIONS INTERNATIONAL CORPORATION

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	SIGNATURE.....	4

*REFERENCE SPECIFICALLY IDENTIFIES FAR 52.219-9 REQUIREMENTS

1. SUBCONTRACTING GOALS

- A. SAIC Proposal Number - 1-246-71-900-13
- B. Program Summary - Fuel cycle licensing technical assistance.

C. Subcontracting Plan Administrator

Name Michelle M. Hogan
Title Subcontract Administrator
Address 8400 Westpark Drive
 McLean, VA 22102

Telephone No. (703) 821-4760

D. Corporate S/SD Business Coordinator

Name Tony Vigo
Title S/SDB Coordinator
Address 4242 Campus Point Ct.
 San Diego, CA 92121

Telephone No. (619) 535-7463

E. SUBCONTRACTING GOAL SUMMARY

	<u>AMOUNT</u>	<u>%</u>
1. TOTAL CONTRACT PRICE	\$4,496,075	
2. TOTAL TO BE SUBCONTRACTED	\$143,874	100%
a. TO A LARGE BUSINESS	\$0	0%
b. TO A SMALL BUSINESS	\$143,874	100%
(1) TO NON-DISADVANTAGED	\$143,874	100%
(2) TO DISADVANTAGED	\$0	0%
(3) TO WOMEN-OWNED	\$0	0%

II. PROPOSED DISTRIBUTION AND DESCRIPTION OF SUBCONTRACT AWARDS

ESTIMATED AWARD VALUE	SB	SDB	LB	WO
A. SINGLE SOURCE ITEM	\$25,775	-0-	-0-	-0-
B. LIMITED COMPETITION	\$115,099	-0-	-0-	-0-
C. OPEN COMPETITION	-0-	-0-	-0-	-0-

The goals established in this plan were based upon historical subcontracting achievements under Contract No. NRC-02-BT-004, assuming that services to be performed under this program will be similar to those previously provided to the NRC by SAIC subcontractors.

SAIC expects that there may be some subcontracting opportunities under this program for both small and small disadvantaged businesses. As this will be a task order type contract, such opportunities will be examined on a task by task basis. Based upon agreements reached between NRC and SAIC, representatives of the contractor and the NRC shall meet within 120 days after the award of contract No. NRC-02-PO-008 with representatives of each small disadvantaged firm identified herein below to discuss and explore each firm's capabilities and possible subcontracting opportunities under this task order type prime contract. The small disadvantaged firms are Pal Associates of San Jose, CA and Viking Energy Corporation of Pittsburgh, PA.

Primary areas for subcontracting are expected to be thermal analysis, NEPA document preparation, material properties review, review and evaluation of UF₆ handling operations, and administrative functions.

III. METHOD USED TO DEVELOP GOALS

A. Proposed subcontracting goals as identified in Section I were developed by a joint pre-proposal review of the solicitation statement of work and performance requirements. The joint review involved program, technical, and purchasing personnel including the Corporate Small/Small Disadvantaged Business Liaison Coordinator and the proposed Subcontracting Plan Administrator.

B. Criteria considered in the review process included:

1. Review of the solicitation statement of work

2. Identification of the requirement for goods and services
3. Identification of the potential to subcontract for goods and services
4. Make - Buy Analysis
5. Identification of potential suppliers
6. Categorization of source requirements based on single source, limited competition and open competition as provided by the marketplace or as potentially could be developed.

IV. INDIRECT AND OVERHEAD CHARGES

A. Inclusion in Subcontracting Plan

Indirect and overhead charges are not included in this subcontracting plan.

B. Allocation Formula

If indirect and overhead charges are included in this subcontracting plan, the allocation is accomplished on a pro-rata basis as determined by an evaluation of the following criteria:

1. Determination of the ratio of indirect to direct (R) awards within the previous six (6) month period for programs or activities of a similar nature.

$$R = \text{Indirect Awards} / \text{Direct Awards}$$

2. Determination of the percentage of indirect awards made in the same period.

$$S = \text{Small Business Awards} / \text{Total Indirect Awards}$$

$$D = \text{Disadvantaged Awards} / \text{Total Indirect Awards}$$

$$L = \text{Large Business Awards} / \text{Total Indirect Awards}$$

3. The proportionate value of indirect awards resulting from the direct subcontracting plan goal can then be calculated.

$$S = \text{Subcontracting Plan Direct Goal}$$

$$I = \text{Indirect Awards Resulting from S}$$

R = Indirect/Direct Awards

I = RS

Indirect awards, if included in the subcontracting plan are then calculated as follows:

Small Business = SI

Disadvantaged = DI

Large = LI

The amounts used in the calculation are available from the purchasing data base and represent actual activity within the appropriate period.

V. METHOD OF IDENTIFICATION/SOLICITATION

The development of goals as described in Section III resulted in the identification of potential/proposed subcontracting opportunities. The review process identified provided a categorization of items available from single sources, limited competition and open competition. Some single source items are available from "only qualified sources" as determined from previous programs of a similar nature.

Items available for limited or open competition provide the opportunity to subcontract to S/SDB. These prospective sources were identified through the mechanisms identified in Section II (Equitable Opportunity) of the Master Subcontracting Plan.

BY: Michelle M. Hogan
NAME: Michelle M. Hogan
TITLE: Subcontract Administrator
DATE: 26 January 1990

U. S. NUCLEAR REGULATORY COMMISSION
NRC MANUAL
TRANSMITTAL NOTICE

CHAPTER NRC-3206 NRC CONTRACTOR UNCLASSIFIED PAPERS, JOURNAL ARTICLES
AND PRESS OR OTHER MEDIA RELEASES ON REGULATORY AND
TECHNICAL SUBJECTS

SUPERSEDED:

	Number	Date
Chapter	_____	_____
Page	_____	_____
	_____	_____
	_____	_____
Appendix	_____	_____

TRANSMITTED:

	Number	Date
TN	3200-17	9/30/82
Chapter	NRC-3206	_____
Page	-047	_____
	_____	_____
	_____	_____
Appendix	_____	_____

REMARKS:

Please make the following pen-and-ink change to Chapter 3206-0411,
(Public Availability), on the fifth line :

Between the words "the" and "journal" insert "Division of Technical
Information and Document Control for processing at the time it is
submitted to the"

U. S. NUCLEAR REGULATORY COMMISSION
NRC MANUAL
TRANSMITTAL NOTICE

CHAPTER NRC-3206 NRC CONTRACTOR UNCLASSIFIED PAPERS, JOURNAL
ARTICLES AND PRESS OR OTHER MEDIA RELEASES ON
REGULATORY AND TECHNICAL SUBJECTS

SUPERSEDED:

	Number	Date
Chapter	<u>NRC-3206</u>	<u>4/30/79</u>
Page	<u> </u>	<u> </u>
	<u> </u>	<u> </u>
Appendix	<u>NRC-3206</u>	<u>4/30/79</u>

TRANSMITTED:

	Number	Date
TN	<u>3200-16</u>	<u> </u>
Chapter	<u>NRC-3206</u>	<u>7/7/82</u>
Page	<u> </u>	<u> </u>
	<u> </u>	<u> </u>
Appendix	<u>NRC-3206</u>	<u>7/7/82</u>

REMARKS:

This chapter and appendix are revised to include:

1. provision for payment of travel costs associated with presentation of papers.
2. a responsibility statement for the Office of Public Affairs.
3. conditions for review and approval or disapproval of open literature publications or presentation of papers in place of or in addition to required technical reports. These conditions make it possible for a project manager to disapprove or delay presentation or publication of papers on information subject to Commission approval which has not been ruled upon or has been disapproved.
4. policy and procedures to assure prior coordination with the project manager of any proposed press or other media releases regarding NRC work.
5. Part I of previous Appendix 3206 has been renumbered Part II. New Part I covers guidelines for determining whether reporting by means of papers and journal articles will be authorized and whether press or other media releases will be approved.

PART I

GUIDELINES FOR DETERMINING WHETHER REPORTING BY MEANS OF
PAPERS AND JOURNAL ARTICLES WILL BE AUTHORIZED AND
WHETHER PRESS OR OTHER MEDIA RELEASES WILL BE APPROVED

- A. Authorization in Statement of Work As set forth in the Objectives (3206-02), the reporting of technical and regulatory work being performed for NRC by means of papers and journal articles is encouraged. If such reporting is to be authorized in lieu of submitting formal reports, state the following in the contract or statement of work:

The contractor's 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 NRC 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 contractor's 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.

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 the NRC objections. If the 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 this decision in the same manner as for reports (see Chapter NRC-3202). 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.

NRC CONTRACTOR UNCLASSIFIED PAPERS, JOURNAL
ARTICLES AND PRESS OR OTHER MEDIA RELEASES
ON REGULATORY AND TECHNICAL SUBJECTS

Presentations or publication in the open literature of papers or data based on reports already approved by NRC as formal final reports do not require NRC approval.

- B. Page Charges. If page charges are involved, they may be paid from the contract funds if authorized by the program manager. (See Definitions, 045 Journals, for Federal Policy on page charges.)
- C. Travel Costs. If presentation of a paper at a public association meeting has been authorized in the statement of work, the NRC project manager may authorize payment of the travel costs involved from the contract funds. If, however, the NRC manager determines that presentation of the paper does not support the NRC program or project, even though the presentation may be authorized, the contractor will not be authorized to charge the cost of the presentation to the contract funds. This will not affect payment of the contract work costs.

If the presentation or paper is in addition to the required technical reports and the NRC project manager determines that it will benefit the NRC project, the project manager may authorize payment of travel and the publishing costs, if any, from the contract funds. If the project manager determines that the article or presentation would not benefit the NRC project, the project manager can specify that costs associated with the presentation or publication will be borne by the contractor.

- D. Patent, Classification and Commercial Proprietary Interest. Publications and presentations made publicly available may not include information that would compromise the national security, patent rights, copyrights and commercial proprietary interests of NRC. The project manager may request the assistance of the Office of the Executive Legal Director and the Division of Security as needed in making decisions. (See also Patent and Security Review provisions in Chapter NRC-3202).
- E. Contractor Request for Review. The contractor may request NRC review of papers and journal articles on technical and regulatory issues for possible policy implications prior to completion of NRC Form 426A. Contractors will not be authorized to present themselves as speaking for the Commission on NRC policy issues in papers and journal articles. Contractor comments on NRC policy issues must be accompanied by a suitable disclaimer, such as:

The views expressed in this paper (or journal article) are not necessarily those of the U.S. Nuclear Regulatory Commission.

- F. Disposition of Papers or Journal Articles Not Accepted by Professional Societies or Journals. If the proposed paper or journal article is not accepted by the journal or other publisher and was prepared in lieu of a formal report, the author must publish his findings as an NRC contractor publication. The provisions of Chapter NRC-3202 and its Appendix or Chapter NRC-1102, Exhibit 4, Section 12, are applicable.

- G. Disclosure Requirements. All papers authorized for presentation as speeches and for submission for publication in transactions, proceedings or journals must be transmitted in duplicate with completed NRC Form 426A to the NRC Division of Technical Information and Document Control for recording, announcement of availability, and transmittal to the NRC Public Document Room (PDR). Final drafts or preprints of journal articles and papers for commercial publication must also be submitted in duplicate along with completed NRC Form 426A to the NRC Division of Technical Information and Document Control for processing for accession by the PDR at the time they are submitted to the journal. The draft or preprint must be marked to show where it is to be published and state that it is not to be cited or referenced (see appendix). When the article (paper) is published, the draft must be replaced with copies of the published article (paper) by sending two copies, properly identified, to the NRC Division of Technical Information and Document Control and one copy to the project manager.

All published papers and articles must include the following disclaimer:

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 views expressed in this paper are not necessarily those of the U.S. Nuclear Regulatory Commission.

- H. Copyright Provisions and Exclusion. Under the new U.S. copyright law (Public Law 94-553), most authors for the first time have a Federal Government copyright in their works created on or after January 1, 1978. Copyright ownership remains with the author unless transferred in writing to someone else. This is the reason that publishers now routinely ask those who submit articles for publication to execute copyright transfer forms before publication.

Under the provisions of NRC contracts and interagency agreement whereby work is placed with other agencies or their contractors, the contractor shall not, without prior written authorization of the Contracting Officer, seek to enforce statutory copyrights in any contract work first produced in performance of the contract. Therefore, if a request for copyright transfer is received, the publisher should be answered, in writing, in accordance with the sample letter (Exhibit 1) in the appendix.

Though the comments above apply to almost all works written by NRC contractor employees, it is possible for NRC contractor employees to secure copyrights in their own private writings done entirely during their own non-duty time. This was recognized by a House of Representatives report on the new copyright law, which said:

...a Government official or employee would not be prevented from securing copyright in a work written at that person's own volition and outside his or her duties even though the subject matter involves the government work or professional field of the official or employee.

Whether a writing by an NRC contractor employee is governed by the provisions of an NRC contract/interagency agreement or is a copyrightable, private work can be a close question. Any person who has doubts should seek a legal ruling.

In resolving such questions, counsel would consider not only the provisions of the copyright law but also applicable standards of conduct.

The copyright law does not speak specifically to the point of a work presented or distributed, without any notice of copyright, at a scientific meeting. It appears, however, that the copyright law does not invalidate a copyright because the work was simply presented orally by the author at a public gathering. Unpublished literary works, regardless of the nationality or domicile of the author, are protected by the copyright law.

I. Press or Other Media Releases

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 or other media release on NRC work 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.

PART II

STEPS IN THE PREPARATION, REVIEW, APPROVAL, AND
DISCLOSURE OF PAPERS AND JOURNAL ARTICLES

A. Author

1. Prepare paper or journal article in accordance with contract or statement of work provisions and instructions of conference, symposium, or meeting sponsors or the journal in which the paper is to be published.
2. Obtain required reviews and appropriate signatures on NRC Form 426A. Send two copies of paper or journal article and completed and signed NRC Form 426A to NRC Division of Technical Information and Document Control.
3. If the paper or journal article is to be published in a copyrighted journal, clearly indicate the following on the first page of each copy submitted with NRC Form 426:

"Submitted to (name of journal or publisher) for publication on (date)."

"This preprint (draft) is not to be cited or reproduced."

"This is a preprint (draft) of a paper intended for publication in a journal or proceedings. Since changes may be made before publication, this preprint (draft) is made available with the understanding that it will not be cited or reproduced without the permission of the author."

If requested by the journal or other publisher to transfer the copyright, respond to the journal or other publisher, in writing, in accordance with the sample letter shown in Exhibit 1.

4. If assistance is needed in completing these steps, contact the NRC Contracting Officer or project manager or the NRC Division of Technical Information and Document Control.

B. Division of Technical Information and Document Control

1. Assist NRC Contracting Officer or project manager as requested.
2. Assist author, Contracting Officer or project manager in complying with disclosure requirements.
3. Maintain records of papers and approval documents.
4. Announce public availability and publication of papers.

Exhibit 1

SAMPLE LETTER ON COPYRIGHT AGREEMENT

Dear _____

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

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

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

In addition, each article which results from the placement of NRC work with a contractor or another government agency must state "Work Supported by the U.S. Nuclear Regulatory Commission, Office of _____ under Contract/Interagency Agreement (number)."

Sincerely,

NRC CONTRACTOR UNCLASSIFIED PAPERS, JOURNAL
ARTICLES AND PRESS OR OTHER MEDIA RELEASES
ON REGULATORY AND TECHNICAL SUBJECTS

NRC-3206-037

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

3206-04 DEFINITIONS (for purposes of this chapter)*

011 Conference. Any formal national or international public meeting of interest to NRC convened for the interchange of views and information on the programmatic (including reactor safety technology), management, and administrative aspects of the regulatory process and related confirmatory research. Such meetings are typically characterized by formal agendas and the issuance of invitations. The publication and distribution of transactions or proceedings may be involved. Press conferences, formal or informal NRC staff meetings (including those to which applicants, vendors, constructors, or other contractors may be invited), and meetings of informal working groups and standards committees, with or without participation of other non-NRC personnel, are not included in this definition.

042 Conference sponsor. A body which assumes responsibility for organizing a conference. It may be a U.S. national, public, or private organization, or a foreign national or international group.

043 Disclosure requirements. Pre- and post-conference, symposium, meeting requirements for availability of speeches and papers to conference participants (see handouts) and to the public (see public availability).

044 Hand-outs. Copies of the paper on which a speech is based that are made available to the audience at the time the speech is made.

045 Journals. Publications of technical and professional societies that accept complete papers (articles) for publication. Most journals require review and acceptance by their own reviewers (peers, referees) and editorial board prior to publication. They may also assess page charges. Many will not accept papers previously published in any type of formal document that is publicly available. Special provisions for this type of publication by government employees and their contractors were established in a Federal Register notice, filed November 18, 1974 (Federal Register, Vol. 39, No. 224, Tuesday, November 19, 1974). This notice of policy of the Federal Council for Science and Technology on page charges establishes the following criteria for use by Government agencies in honoring page-charge bills (invoices) submitted by journal publishers: "(1) The research papers report work supported by the Government. (2) Mandatory or voluntary page-charge policies are acceptable, provided that the page-charge policy of the publication is administered impartially for Government sponsored research reports. (3) The journals involved are not operated for profit." Before submission of papers for publication, authors should inquire about page charges.

046 Meetings. In this context, meetings are synonymous with conferences and symposiums.

*Words underscored in definitions are defined in this alphabetical list of definitions.

Approved: July 7, 1982

NRC CONTRACTOR UNCLASSIFIED PAPERS, JOURNAL
ARTICLES AND PRESS OR OTHER MEDIA RELEASES
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NRC-3206-047

047 NRC Project Manager. The NRC individual responsible for the performance of a consultant or contractor and his subcontractor or work performed under or pursuant to an interagency agreement.

048 Page Charges. The charges typically assessed by professional societies and journals for publication of abstracts, summaries, or complete papers in transactions, proceedings, and journals. Payment of the page charges usually assures delivery of 50 or more free copies of the published paper to the author.

049 Papers. The formal, written transcript of a speech or a formal, written report suitable for publication in transactions, proceedings, and journals following peer review and acceptance by the conference sponsors or a journal.

0410 Proceedings. Publications prepared by or for conference, symposium, or meeting sponsors to record the information presented at the conference. Submission of a complete paper for such publication may be mandatory or voluntary and the papers may be required to be in camera-ready copy, may be composed from draft copy, or may be edited and composed, depending on the requirements of the conference sponsor and the publisher. Such publications may require peer review and modifications for acceptance and the payment of page charges. Information on all these aspects of publication should be available to the contributor in advance of the conference.

0411 Public availability. Unclassified papers and journal articles (papers) must be made publicly available. Because of the long time that may occur between the time a journal article or a paper for a conference proceeding that is to be copyrighted and published commercially is accepted and printed, the final draft or preprint must be submitted to the journal or commercial publisher. When the journal article or conference proceedings document is published, the draft must be replaced with a copy of the article or paper by sending two author's copies, properly identified, to the Division of Technical Information and Document Control. (See appendix.)

0412 Speeches. The verbal presentation of a paper. The paper may or may not be published in the open literature, but if presented in lieu of a formal report two copies must be submitted with a completed NRC Form 426 to the NRC Division of Technical Information and Document Control for recording, announcing, and transmitting to the NRC-PDR.

0413 Symposiums. In this context, symposiums are synonymous with conferences and meetings.

0414 Transactions. Publications prepared by or for conference, symposium or meeting sponsors to record abstracts or summaries of papers to be presented at conferences. For such publications, abstracts and summaries submitted in advance of the conference, symposium or meeting are subjected to peer review and program review for acceptance for presentation at the conference, symposium, or meeting. Transactions are normally available to participants before or at the meeting, but they may be distributed after the meeting. Usually, conferences for which transactions are prepared are not recorded in

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proceedings. If the author desires publication of his complete paper, he must submit it to a journal for consideration.

3206-05 BASIC REQUIREMENTS

051. Applicability. The provisions of this chapter and its appendix apply to all contractors of NRC, with the exception of contractors of NRC Boards, Panels, Advisory Committees and the Commissioners.

052. Appendix 3206. Procedures for preparation, recording, and disclosing papers for conferences, symposiums, meetings, and journals are presented in the appendix to this chapter.

3206-06 REFERENCES

061 Chapter NRC-3205, NRC Staff Speeches, Papers, and Journal Articles on Regulatory and Technical Subjects.

062 Chapter NRC-3207, Conferences and Conference Proceedings.

063 Chapter NRC-3202, Publication of Unclassified Regulatory and Technical Reports Prepared by NRC Contractors, Including Reports Prepared Under or Pursuant to Interagency Agreements.

064 Chapter NRC-1102, Procedure for Placement of Work with DOE.

065 Federal Register, Vol. 39, No. 224, Tuesday, November 19, 1974, "Federal Council for Science and Technology, Notice of Policy on Page Charges."

066 Title 17, United States Code, entitled "Copyrights" (Public Law 94-553).

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U.S. NUCLEAR REGULATORY COMMISSION
NRC MANUAL

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

ADM

CHAPTER 3206 NRC CONTRACTOR UNCLASSIFIED PAPERS, JOURNAL ARTICLES
AND PRESS OR OTHER MEDIA RELEASES ON REGULATORY AND
TECHNICAL SUBJECTS

3206-01 COVERAGE

This chapter covers the NRC responsibilities and procedures for (a) authorization of contractor reporting by means of papers, journal articles and press or other media releases; (b) payment of page charges for publication of summaries or abstracts of papers in transactions or proceedings or for publication of complete papers in journals or proceedings; (c) payment of travel costs associated with presentation of papers; and (d) disclosure requirements.

This chapter does not cover speeches and papers by NRC staff, members of NRC Boards, Panels, and Advisory Committees, and the Commissioners. Further, it does not cover speeches and papers by contractor personnel presented at formal or informal NRC meetings (including those to which applicants, vendors or other contractors may be invited), or meetings of informal work groups with or without participation of other non-NRC personnel.

For the purposes of this chapter, the term contractor includes organizations performing work for NRC under contract or under or pursuant to interagency agreements.

3206-02 OBJECTIVES

021 To encourage presentation of information on NRC-sponsored research and technical programs in papers at meetings of professional societies, and by publication of articles in professional journals.

022 To provide uniform procedures for authorizing and reviewing papers and journal articles prepared by NRC contractors.

023 To provide procedures for paying page charges.

024 To establish recording and disclosure requirements and responsibilities for public availability.

025 To provide assurance that national security, patent rights, and commercial proprietary rights are not compromised by presentation or publication of papers and journal articles.

026 To provide for coordination of press or other media releases.

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NRC CONTRACTOR UNCLASSIFIED PAPERS, JOURNAL
ARTICLES AND PRESS OR OTHER MEDIA RELEASES
ON REGULATORY AND TECHNICAL SUBJECTS

3206-03 RESPONSIBILITIES AND AUTHORITIES

031 The Director, Office of Administration, develops and maintains, in consultation with Directors of Offices, NRC policies, standards, procedures, and guides for the publication and disclosure of NRC contractor papers and journal articles.

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

- a. establishes procedures for recording reviews and approvals and for publication and disclosure of NRC contractor papers and journal articles.
- b. maintains records of papers and journal articles, and announces their public availability.
- c. assists NRC contracting officers and project managers, as requested, in advising contractors regarding the preparation of papers (including hand-outs), journal articles, and press or other media releases, and in meeting the requirements of conference, symposium, and meeting sponsors, as well as the NRC requirements for recording and disclosure.

033 Directors of Offices and Regional Administrators:

- a. establish procedures for determining whether reporting by means of papers, journal articles and press or other media releases will be authorized (see appendix for Guidelines).
- b. designate contractor officials who, if any, are authorized to sign NRC Form 426A to certify that the papers or journal articles are authorized by NRC and that the appropriate peer review for technical content has been made.
- c. designate contractor officials to review content of papers and journal articles for material that might compromise commercial proprietary rights.

034 The Executive Legal Director provides legal review and advice on questions regarding inventions, patents and copyright considerations, unless the work being reported is contractually managed through another Government agency (e.g., DOE laboratories). (See Chapter NRC-1102, Exhibit 4, Sec. 12.)

035 The Director, Division of Contracts, establishes in consultation with project manager the terms and conditions of contracts as they pertain to papers, journal articles, and press or other media releases.

036 The Director, Division of Security, provides classification review of papers and journal articles, as required, to assure protection of classified information. It is the responsibility of the author and the contractor to protect classified information.

SAMPLE TASK A
TASK DESCRIPTION
FOR
LICENSING TECHNICAL ASSISTANCE
IN THE REVIEW OF
UTILITY XYZ
DRY CONCRETE MODULE INDEPENDENT SPENT FUEL STORAGE INSTALLATION
DOCKET NO. 72-X

1.0 Background

Utility XYZ has submitted an application for a materials license, under the provisions of 10 CFR Part 72, to possess spent fuel and other radioactive materials associated with spent fuel in an independent spent fuel storage installation (ISFSI). The ISFSI will be located on the Utility XYZ site in PoDunk, Missouri. It will utilize a dry storage concrete module system.

The Safety Analysis Report (SAR) and Environmental Report (ER) included in XYZ's application have been accepted for docketing and provides a satisfactory framework for the initiation of the detailed review.

2.0 Work Required

This task is to provide licensing technical assistance to the NRC in its review of the ISFSI SAR submitted by XYZ. The scope of the review is principally based on 10 CFR Part 72. The review is a multidisciplinary activity culminating in written record that will clearly demonstrate the applicant's compliance and non-compliance to the requirements and criteria specified in 10 CFR Part 72. The written material furnished by the Contractor should be suitable for inclusion in the NRC's Safety Evaluation Report and Environmental Impact Statement or Assessment.

2.1 Staffing

The principal investigators represent the technical expertise provided by the Contractor and provide technical continuity during the entire review process. They should have professional credentials in the technical areas assigned to them that will qualify them as expert witnesses for testifying at public hearings. They should have a clear understanding of the depth of review generally required by the NRC and specifically required by the type of activity proposed by the applicant for the disciplines they represent.

In areas that can be best accomplished by less experienced personnel, the principal investigators may act as overseers, providing contractor quality control to task activities.

The reviewers will be responsible for a timely technical review of discrete areas within the entire review effort. Reviews can be performed by any qualified support staff member, but may be performed by a principal investigator or even by the project manager.

The reviewers who perform the actual work shall provide detailed technical records of the methods used to evaluate all aspects of their areas of responsibility. Upon completion of an evaluation, the reviewer or responsible principal investigator will distill this record to suitable documentation for inclusion in NRC reports.

2.2 Scope

The requirements of 10 CFR Part 72 will dictate the overall scope of the review. All evaluations performed by the Contractor should be based upon fulfilling specific requirements and criteria established in Subparts E and F of 10 CFR Part 72. Within Division 3 Regulatory Guides there are applicable methods acceptable to the NRC for implementing some 10 CFR Part 72 requirements and criteria. If adopted by the applicant these regulatory guides can be used to qualify discrete review areas.

For this task, the contractor is not responsible for the review of safeguards, quality assurance, emergency planning and administrative activities. Review of the site will consist of assuring the range of site parameters developed and evaluated for the XYZ site under the reactor docket are appropriately identified, summarized, updated and applied to the ISFSI. It is not necessary to perform a basic reevaluation of site characteristics previously established by the Part 50 review.

The review of those portions of spent fuel transfer operations that take place within the reactor facility will consist only of assuring general compatibility of the reactor facility equipment and operations with ISFSI requirements.

The scope of this task does not include any participation in a public hearing nor any additional review effort that could evolve from such participation.

3.0 Travel

It is expected that there will be monthly coordination meetings between the Contractor and NRC staff throughout the duration of the task at NRC offices in Rockville, Maryland.

If during the review process an area of review requires technical discussions between the Contractor and the applicant, the Contractor may be requested to attend meetings with the applicant. It is anticipated this could involve three meetings at NRC's offices in Rockville, Maryland. Depending upon their area of responsibility, it is expected that selected reviewers will make a site visit.

4.0 NRC Furnished Materials

The NRC will furnish the Contractor copies of documents docketed under the reactor docket, the approved topical report for the referenced ISFSI, NRC's EIS and SER for XYZ and appropriate portions of the reactor docket material.

5.0 Reports

Report requirements are specified on the overall Statement of Work.

SAMPLE TASK B
TASK DESCRIPTION
FOR
ENVIRONMENTAL ASSESSMENT
RELATIVE TO THE ABC
SPECIAL NUCLEAR MATERIAL LICENSE NO. SNM-000
RENEWAL ACTION

1.0 Background

The ABC Co's special Nuclear Material License No. SNM-000 will be subject to license renewal in 1986. The license covers the use of special nuclear material at the low-enriched fuel fabrication facility located in the midwestern United States.

Pursuant to 10 CFR Part 51 the Commission staff has to conduct an environmental assessment of the proposed license renewal action to determine if a full environmental impact statement (EIS) is necessary. This document is a description of the assessment work which is required by NRC.

2.0 Work Required

The contractor shall gather and analyze data, update existing information, and write an environmental assessment based on the analysis and consideration of the above mentioned site and its surroundings. This assessment shall include the following site-specific information as well as relevant data collected from prior assessments as applicable.

1. Description of Site Environment
 - a. Site Location
 - b. Demography
 - c. Land Use
 - d. Geology
 - f. Meteorology and Climatology
 - g. Background Radiological Characteristics
 - h. Ecology (Terrestrial and Aquatic Biota)
2. The Facility
 - a. External Appearance
 - b. Summary of Operations & Processes
3. Waste Confinement and Effluent Control
 - a. Gaseous Effluents
 - b. Liquid Effluents
 - c. Solid Wastes
4. Environmental Impacts of Facility Operations
 - a. Radiological
 - b. Non-Radiological

5. Description of Environmental Monitoring Program
 - a. Radiological
 - b. Non-Radiological

6. Impact of Accidents
 - a. Radiological Accident Evaluation
 - b. Non-Radiological Accident Evaluation
 - c. Evaluation of Potential Environmental Impact of Operation

The environmental impact assessment shall include the radiological impact to the general public resulting from the proposed action, and also from postulated accidents. Individual dose and population dose up to a 50-mile radius from the plant shall be assessed. Non-radiological impact involving the release of toxic gases and liquid effluents from routine and accidental releases shall be assessed.

The above will constitute the basis for determining the environmental impacts of the proposed actions. In addition, the contractor shall provide an analysis of reasonable alternatives to the proposed action of license renewal. These alternatives and recommendations shall center on means of reducing or avoiding adverse environmental effects and on alternative uses of available resources.

3.0 Additional Materials to be Furnished by NRC Project Manager

The NRC Project Manager will provide the following materials to the contractor within two days of contract award:

- Proposed 10 CFR Part 51
- Previous Environmental Assessment (ABC or similar plant)


4.0 Travel

After initial review of data, the contractor shall visit the above facility to acquire the site specific data and additional information necessary to prepare the EA. At the same time, local and state officials will be visited, if necessary. It is expected that several contractor personnel will be required to spend up to one week at the facility. At times to be designated by the NRC Project Officer, the contractor will meet with the NRC in Rockville, Maryland, to discuss the problems, progress and technical aspects of the EA. Approximately three meetings are anticipated. These meetings shall not exceed one day in duration.

5.0 Reports

Report requirements are fully specified in the overall Statement of Work.



TITLE EMPLOYEE BUSINESS EXPENSE	NO. E-1 REV. 9
APPROVAL  J. DENNIS HEIPT, SENIOR VICE PRESIDENT FOR ADMINISTRATION	DATE 4/15/87 Page 1 of 16

* **POLICY:** The Company's policy is to reimburse employees for all normal and reasonable business expenses incurred within the limits imposed by the Federal Acquisition Regulation. Expenses must be adequately documented and approved as set forth herein.

* **SCOPE:** This policy applies to employees of SAIC and its majority owned U.S. affiliates (the "Company"), as well as to consultants engaged by the Company, and persons providing services to the Company through temporary employment agencies. (For purposes of this policy collectively referred to as "employee(s)").

PROCEDURES:

1. Expense Reports

1.1 Forms - Expenses must be claimed on the SAIC Expense Report Form (Attachment 1) within 10 days of incurring the expenses. Expenses for out-of-town travel should be reported separate from local expenses. Employees who incur numerous local expenses or are on extended travel should submit Expense Reports at least bi-weekly.

1.2 Receipts - Original receipts must be submitted for all expenditures of \$25 or more unless specifically required or otherwise exempted elsewhere in this policy. Credit card receipts should be submitted for business conferences whenever possible. Airline passenger coupons or similar receipts must be submitted for air travel whether paid for by the employee or the Company. Proof of payment is required for seminars, publications, subscriptions or other expenses paid by the employee.

1.3 Missing Receipts - If receipts are not available, lost or otherwise missing, the employee should contact the airline, car rental agency, etc., and request a duplicate copy. If a receipt still is not available, the employee must indicate on the Expense Report the circumstances giving rise to this situation including the name of the business establishment, the method of payment, the type of expenditure and the reason a receipt is not available.

1.4 Documentation - For business conferences and meals, in addition to receipts, the business purpose including the nature of the business discussions, date, location, name and business relationships of any guests must be indicated on the Expense Report.

* denotes revision



TITLE EMPLOYEE BUSINESS EXPENSE	NO. E-1 REV. 9
APPROVAL J. DENNIS HEIPT, SENIOR VICE PRESIDENT FOR ADMINISTRATION	DATE 4/15/87 Page 2 of 16

1.5 Employee Signature - The employee must sign the Expense Report. By so doing, the employee is certifying that the information set forth therein is complete and accurate and that all the relevant Company policies and procedures have been followed.

1.6 Approvals - Expense Reports must be approved by the employee's supervisor. In the supervisor's absence, another supervisor in a position equivalent to the employee's may approve Expense Reports. Approval authority cannot be delegated to allow a subordinate to approve a manager's Expense Report, unless circumstances dictate that no other arrangement is viable. Such circumstances must be documented and approved by the Senior Vice President for Administration.

Since the Expense Report may form the basis of a claim against the U.S. Government, it is incumbent upon the approval authority to make some reasonable inquiry as to the basis for the expense as the approving signature is a further certification that the reported information is complete and accurate and that all relevant Company policies and procedures have been followed.

1.7 Credit Cards - Personal credit card fees or interest expense are not reimbursable by the Company. Company credit cards are expressly prohibited unless approved by the SAIC President or Chief Operating Officer.

1.8 Government Officials - SAIC and its employees are expressly prohibited by law from providing gratuities, such as monetary gifts, meals and free use of Company assets, to government officials. Indiscretion by SAIC employees could result in civil and criminal prosecution against the Company, the involved employees and government officials.

- * When a meal is brought into an SAIC facility, adequate care should
- * be taken to offer any government officials attending the conference
- * the opportunity to pay for their meal. Monies collected from
- * government officials should either be submitted to cash receipts or
- * deducted from the expense report.

2. Temporary Advances

2.1 Purpose - Temporary advances are available to cover the estimated cost of travel expenses. The amount of the advance must be consistent with the estimated expenditures and in any case will not exceed \$175 per day of travel. Exceptions may be approved by the Group Administrator.

* denotes revision



TITLE EMPLOYEE BUSINESS EXPENSE	NO. E-1 REV. 9
APPROVAL J. DENNIS HEIPT, SENIOR VICE PRESIDENT FOR ADMINISTRATION	DATE 4/15/87 Page 3 of 16

2.2 Procedures - Temporary advances are issued through the local imprest account upon submission of a properly approved Travel Authorization Request form (TAR) (see Attachment 2). The top portion of the TAR must state the purpose of the trip or expenditure, and the advance section must be completed indicating the amount and the date the check is required. The temporary advance request must be approved by the Group Manager, Operation Manager, Division Manager or Group Administrator. The cognizant

- * Principal Investigator (PI) must also approve travel to be charged
- * to a contract (see section 1.6 for situations where traveler is one
- * of the named approval levels).

2.3 Unused Amounts - All temporary advances are monies due the Company by the employee. If the total expenses submitted on the Expense Report are less than the amount advanced, the employee must submit a personal check with the Expense Report for the amount due SAIC within 10 days of returning from the trip. If unused advances are not promptly repaid, the amounts outstanding may be subject to payroll deduction. Unrecoverable travel advances are bad debts and must be charged to unallowable.

- *
- *

3. Permanent Advances

3.1 Purpose - Permanent advances are available to the few employees who travel on a relatively continuous basis.

3.2 Procedures - The employee must complete the Permanent Travel Advance Request form (Attachment 3) explaining the need for the permanent advance. The form must be approved by the Group Manager. The completed forms are then sent to the Corporate Treasurer and monies are distributed by the Treasurer. Permanent advances cannot be made from local imprest accounts.

3.3 Expiration - All permanent advances expire January 31 of each year and are due the Company at that time unless an updated Permanent Travel Advance Request is received by the Company's Treasurer. Permanent advances may be renewed following the procedures in 3.2 above.

3.4 Temporary Advances - Employees with permanent advances are not eligible to receive temporary advances. Exceptions may be approved by the Group Administrator in circumstances where the total advance requirement exceeds the permanent advance.

* denotes revision



TITLE	NO. E-1
EMPLOYEE BUSINESS EXPENSE	REV. 9
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4. Unallowable Expenses

4.1 Definition - Unallowable expenses are costs which are either unallowable or unallocable to government contracts under applicable government procurement regulations or the terms of individual contracts. The terms of our government contracts require a proper accounting for unallowable expense and it is important that such expenses be segregated and charged to an unallowable account.

4.2 Government Procurement Regulations - Corporate Financial Instruction B-4, "Accounting for Unallowable Costs," sets forth those costs which are not allowed per government procurement regulations.

4.3 Approval - Unallowable expenses must be approved by the Group Manager or his designee.

4.4 Alcohol - The cost of alcohol is unallowable and must be charged to an unallowable account.

5. Out-Of-Town Travel Expenses

* 5.1 Travel Authorization Requests (TAR) - TAR forms (see Attachment 2) must be prepared and approved (see Section 1.6 for situations where the traveler is one of the named appropriate levels) prior to all out-of-town trips in excess of 24 hours and for trips with airline tickets or lodging required. The TAR will contain the proposed departure date and time, duration and purpose of the trip to justify approval thereof. The cognizant Principal Investigator (PI) must also approve travel to be charged direct to contracts and the Division, Operation or Group Manager or the Group Administrator must approve travel to be charged to indirect accounts. Approval authority cannot be delegated to a subordinate, unless circumstances dictate that no other arrangement is viable. Such circumstances must be documented and be approved by the Senior Vice President for Administration.

5.2 Contract (Direct Charge) Travel - The Principal Investigator is responsible for assuring that all travel charged to the contract is in compliance with the terms and conditions of the contract.

* denotes revision



<p>TITLE</p> <p>EMPLOYEE BUSINESS EXPENSE</p>	<p>NO. E-1</p> <p>REV. 9</p>
<p>APPROVAL</p> <p>J. DENNIS HEIPT, SENIOR VICE PRESIDENT FOR ADMINISTRATION</p>	<p>DATE 4/15/87</p> <p>Page 5 of 16</p>

5.3 Transportation

5.3.1 Air Travel - Reservations should be made through SAIC's travel agents and the costs of the tickets billed directly to SAIC. It is the responsibility of the employee to obtain the lowest possible airfare consistent with reasonable travel requirements. When changes in itinerary take place en route, the employee may have tickets modified or may purchase additional tickets. An explanation of the change must be made on the Expense Report. Ticket receipts and any unused tickets must be submitted with the Expense Reports.

5.3.2 Airfare Costs - Government regulations dictate that airfare costs in excess of the lowest customary standard, coach, or equivalent airfare offered during normal business hours are unallowable, except when such accommodations require circuitous routing, require travel during unreasonable hours, excessively prolong travel, result in increased cost that would offset transportation savings, are not reasonably adequate for the physical or medical needs of the traveler, or are not reasonably available to meet mission requirements.

In order for airfare costs in excess of the coach or standard to be allowable, the applicable condition(s) set forth above must be documented by the employee and approved by the Group Manager or his designee and attached to the applicable expense report.

*
*

5.3.3 Business Class Travel - Business class travel is reimbursable on international flights with the approval of the Group Manager or his designee. Such costs may be considered allowable if they are documented to satisfy the exception described in Section 5.3.2.

5.3.4 Travel By Private Auto - Authorization for travel by private automobile must be received in advance of the trip from the Division, Operation or Group Manager, the Group Administrator, or the Principal Investigator if the cost of travel will be charged direct to a contract.

*
*
*

The cost of using a private auto will be reimbursed at the rate of \$.21 per mile. This reimbursement is intended to cover all costs of operation of the auto, except parking and tolls, which should be claimed separately. Reimbursement of expenses incurred when a private auto is used will be limited to the normal costs of public transportation, if available.

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When two or more employees travel together, only the operator of the vehicle can claim reimbursement for use of a private auto. In such cases, names of riders (SAIC employees) must be noted in the remarks section of claimant's Expense Report and may be used in determining cost effectiveness of travel by private automobile versus costs of public transportation.

- * Traffic and parking tickets and other fines and penalties are not reimbursed. However, with Group Manager approval they may be charged to an unallowable account.
- *
- *

5.3.5 Private/Chartered Aircraft - Employees who own or use private aircraft must be cognizant of the Corporation's insurance limitations, and the applicable Group Administrator and the Risk Management Department must be advised in advance when this mode of transportation is deemed necessary.

Reimbursement of expenses incurred when chartered/private aircraft is used will be limited to the normal costs of public transportation, if available. The traveler must obtain advance approval for use of private/chartered aircraft from the Group Manager. The Expense Report must explain the need/cause of this form of transportation and have the signed approval of the Group Manager or Group Administrator.

5.3.6 Public Transportation - Taxis, shuttles and other public transportation costs are reimbursed at actual and reasonable costs. Receipts for any expense of \$25.00 or more must be submitted.

5.4 Rental Cars

5.4.1 Procedures - Rented automobiles should be used only when other means of transportation are not conveniently available or are more expensive. Employees should use compact cars when available. Receipts are required for all expenditures.

- * 5.4.2 Hertz - Employees must use Hertz rental agency whenever possible to take advantage of SAIC's discount and the free collision insurance. This discount is computed when you use the SAIC Hertz ID number. The number can be obtained through the servicing Personnel officer or at the Hertz counter. Employees should make certain that the entitled discount is granted.

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5.4.3 Insurance

5.4.3.1 Domestic Business Use - The vehicle rental agreement usually requires the customer to be responsible for a "Deductible," in some cases as much as \$3,000, on any claim for damage to the vehicle caused by collision or rollover. The rental agencies offer a waiver of this collision damage deductible, known as the Collision Damage Waiver (CDW), for an additional daily charge.

The current corporate auto rental agreement with Hertz includes free collision damage waiver (no deductible) if you are renting within the continental United States only. This free coverage is not available from other auto rental agencies, and any deductible loss will be charged to the employee's division. If you purchase this waiver from any other agency, you will not be reimbursed for its cost since the company has elected to self-insure for these potential losses.

Hertz also provides increased liability insurance limits to SAIC for no additional charge. Any option to purchase a Liability Insurance Supplement should be declined and will not be reimbursed. Personal Accident Insurance (PAI), which provides death benefits to both driver and passengers, and Personal Effects Coverage (PEC), which insures an employee's personal property while located in a rental vehicle or hotel during travel using the rental vehicle, are additional optional coverages which may be purchased at an employee's discretion, but the cost of these coverages is not reimbursable.

5.4.3.2 Foreign Business Use - Insurance requirements vary throughout the world. Employees must purchase at least the minimum mandatory insurance required by the foreign country at the time they rent their vehicle. The cost of this insurance coverage is an allowable expense. Any specific coverage questions should be referred to the Corporate Risk Management Department.

5.4.4 Accidents - Employees involved in a rental car accident while on Company business should contact their Group or Division Administrator and immediately report the accident to the rental car agency and Corporate Risk Management.

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5.5 Lodging, Meals and Incidentals

5.5.1 Per Diem Allowance (inside the contiguous United States) - A lodging, meal and incidental per diem allowance will be paid for each full day an employee spends away from home on an overnight business trip, and a meal and incidental per diem allowance will be paid for the last day of the trip that does not require lodging. These per diem allowances will be paid in lieu of actual expense reimbursement. The amount to be paid for a particular location for lodging, meal and incidental per diem is listed in Attachment 4 as the "Maximum Per Diem Rate" and the amount to be paid for meal and incidental per diem is listed as the "M&IE Rate."

Under normal circumstances, receipts are not required for reimbursement for lodging, meal and per diem allowances. Although no receipts are required, the employee is encouraged to maintain appropriate records in the event the Internal Revenue Service questions the employee's income/deductions.

In special circumstances where employee attendance is required at large scale meetings, organized conferences, or formal training sessions held at hotels which do not provide rates within the lodging ceilings contained in Attachment 4, reimbursement of the

- * full actual amount of lodging, meals and incidentals will be paid as
- * allowable expenses as long as the M&IE portion of the cost does not
- * exceed 150% of the M&IE rate applicable to the assigned location,
- * and the total amount does not exceed 150% of the applicable maximum
- * per diem rate (rounded to the nearest dollar) set forth in Attachment 4.

These special circumstances must be explained in a brief written

- * statement attached to the expense report and will require the
- * approval of the Group Manager or his designee. Under these special
- * circumstances receipts are required for lodging, regardless of the
- * amount, and any individual meal when the cost is over \$25.

- * Reimbursement of costs in excess of the applicable ceiling in
- * circumstances not described above may be authorized by the Group
- * Manager or his designee. Such excess costs will be coded to
- * unallowable unless they are charged direct to a contract with terms
- * that make the costs allocable and allowable and the terms are
- * appropriately documented on the expense report.

If lodging is provided to the employee at the expense of SAIC (Company apartments) or others who have a business relationship with SAIC (customer, vendor, etc.) the employee is not eligible to receive a lodging allowance.

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The criterion for defining travel as an "overnight business trip" is whether the employee requires lodging on the day of travel. The lodging per diem rate will be determined by the location of the lodging. Example: Employee travels from La Jolla to McLean, Virginia, departing at 6 a.m. Monday; spends Monday and Tuesday night in McLean, returning to San Diego at 10:30 p.m. on Wednesday. Employee is reimbursed as follows:

	<u>Lodging</u>	<u>Meals</u>	<u>Incidentals</u>	<u>Maximum Per Diem Rate</u>
Monday	\$79	\$31	\$2	\$112 (From Attachment 4)
Tuesday	79	31	2	112 (From Attachment 4)
Wednesday	-0-	31	2	33 (Meal and Incidental Expenses only)
TOTAL REIMBURSEMENT				\$257

For the purpose of calculating the meal and incidental expense allowance for partial days (the beginning and ending days of travel) or one-day trips, the following schedule is used:

	<u>Normal</u>	<u>High Rate Areas</u>
Breakfast	\$5.00	\$7.00
Lunch	5.00	7.00
Dinner	13.00	17.00
Incidentals	2.00	2.00
TOTAL	\$25.00	\$33.00

Example: Employee travels from Huntsville, Alabama, to Los Angeles, California, departing from Huntsville at 2 p.m. Monday; spends Monday, Tuesday and Wednesday nights in Los Angeles; returning to Huntsville at 4 p.m. Thursday. Employee is reimbursed as follows:

	<u>Lodging</u>	<u>Meals</u>	<u>Incidentals</u>	<u>Maximum Per Diem Rate</u>
Monday	\$77	\$17-Dinner	\$2	\$ 96 (Partial Day)
Tuesday	77	31	2	110 (Attachment 4)
Wednesday	77	31	2	110 (Attachment 4)
Thursday	-0-	14-lunch & breakfast	2	16 (Partial day, meal and Incidental expenses only)
TOTAL REIMBURSEMENT				\$332

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- * Only one M&IE per diem rate is used per day (12:01 a.m. to
- * midnight). Generally, the applicable rate is determined by the
- * employee's location at 12:00 midnight of the calendar day. However,
- * in those instances where the employee is en route and does not arrive
- * at the destination until after midnight, the maximum M&IE per diem
- * rate will be determined as if the employee had arrived at midnight
- * the preceding day. Similarly, the M&IE rate applicable to the
- * previous calendar day shall apply on the day the employee returns
- * home.

When meals are provided by SAIC, its employees or others who have a business relationship with SAIC, the M&IE allowance must be reduced by the above rates for the applicable meal.

- * Per diem allowance for meals on one-day trips is authorized if the
- * trip is more than 50 miles one way and requires an extension of the
- * normal workday by at least three hours. The purpose of the trip must
- * be stated and the time of departure to and arrival from the
- * destination must be indicated on the Expense Report so as to
- * determine the portion(s) of the M&IE per diem that will be
- * reimbursed.

5.5.2 Per Diem Allowance (Outside the Contiguous United States) -
 Lodging, meal and incidental expenses are considered allowable to the extent that they do not exceed the maximum per diem rates set forth in the following regulations in effect on the first day of travel:

(a.) Joint Travel Regulations as prescribed by the Department of Defense for travel in Alaska, Hawaii, Puerto Rico and territories and possessions of the United States.

(b.) Standardized Regulations prescribed by the Department of State for travel in all areas not covered by Sections 5.5.1 or 5.5.2 (a.).

- * The Group Administrators or Group Contracts Managers should be
- * contacted for current information concerning maximum per diem
- * rates when traveling outside the contiguous United States since
- * the rates in these regulations are updated as often as monthly.
- * Because the above regulations do not separate lodging from meal
- * and incidental expenses, the company has established the
- * following allocation:

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*	Breakfast	7%
*	Lunch	10%
*	Dinner	17%
*	Lodging	60%
*	Incidentals	6%
*	Total	<u>100%</u>

For instance, the daily rate of \$128 for travel to Austria would be broken down rounded to the nearest whole dollar as follows:

*	Breakfast	\$ 9
*	Lunch	13
*	Dinner	22
*	Lodging	76
*	Incidentals	8
*	Total	<u>\$128</u>

For employee travel in foreign areas involving special or unusual circumstances, the reimbursement of actual and necessary itemized subsistence expenses (receipts required for hotel and any individual meal expenses of \$25) or more may be authorized but shall not exceed 150% of the applicable foreign per diem allowances or the applicable per diem allowance plus \$50, whichever is greater. The special or unusual circumstances must be explained in a brief written statement attached to the expense report and will require the approval of the Group Manager or his designee.

5.5.3 Advance Reservations - Charges for failure to cancel guaranteed advance reservations are the personal responsibility of the employee unless such a failure was beyond the employee's control. A reasonable written explanation is required before payment of these costs can be authorized and processed. Such costs are unallowable.

5.6 Travel Accident Insurance - Flight insurance such as that sold in airport lobbies is regarded as a personal expense and will not be reimbursed by the Company. SAIC provides travel accident life insurance for all active, full-time employees between the ages of 18 and 74 inclusive. This insurance covers accidental death only if it occurs while the employee is on Company business. A business trip shall be deemed to have begun when the insured employee leaves the employee's residence or place of regular employment, whichever occurs last, for the purpose of going on such trip. Coverage continues throughout the trip until such

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time as the employee returns to the employee's residence or place of regular employment, whichever occurs first. Since this coverage obviates the purchase of separate coverage each time an employee travels on Company business, reimbursement will not be made for such insurance costs. Flight insurance for non-covered part-time employees may be reimbursed on a case-by-case basis at the discretion of the Group Administrator.

Everyday commuting to and from the normal workplace is not a covered risk.

- * 5.7 Incidental Costs - Incidental costs are to be reimbursed as part of the M&IE Rate in Section 5.5 and include laundry, dry cleaning, tips, baggage handling, movies in hotel room, toothbrush, shoe shine, umbrellas, razor, and costs of a similar nature. Incidental costs do not include telephone calls as described in Section 5.8.
- * 5.8 Telephone - Telephone calls are reimbursable and should be supported by receipts when the total cost of the calls exceed \$5.00. A brief call to the family or a call to alert the family of a change in itinerary will normally be considered reimbursable. Lengthy personal calls are considered a personal expense and should not be claimed. All calls must be itemized by date incurred on the Expense Report.
- * 5.9 Traveler's Checks - The cost of traveler's checks will be reimbursed.
- * 5.10 Miscellaneous - Other miscellaneous transportation-related expenses (parking, tolls, etc.) which are essential to the effective conduct of business are reimbursable. Receipts are required for all such expenses of \$25.00 or more.
- * Child care and pet kenneling expenses for traveling employees or interviewees are not reimbursable. Expenses related to stolen/lost personal articles or money while an employee is on travel status or working in an SAIC office are not reimbursable.
- * 5.11 An employee on travel may stay over the weekend, take an excursion or sightseeing trip, or arrange for a route other than the most direct route to the employee's business destination to accommodate personal plans. However, the employee is only eligible for reimbursement of expenses which do not exceed the least expensive cost of traveling directly to and from the business destination and staying the minimum required time.

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6. Recruiting Costs

6.1 Out-of-town applicants will be issued a standard Travel Authorization Request, prepared and approved by the appropriate Group/Operation Manager or Regional Personnel Manager, indicating the position to be filled and the employees whom the applicant will contact. Travel costs allowed are the same as provided for employees on travel status. Cash advances should not be issued to the applicant.

The applicant will be reimbursed for incurred expenses on an SAIC Expense Report approved by the primary interviewer or the appropriate Division Manager.

6.2 Applicants for senior positions often are required to come from out of town and are asked to stay for lengthy visits at the Company office. For efficiency in interviewing, it is often necessary for SAIC employees to continue interviews through the lunch or dinner hour. In such cases, the Company will reimburse SAIC employees the actual and reasonable costs of such meals subject to the following limitations:

(a.) No more than three SAIC employees or consultants in attendance with the applicant per meal.

(b.) Expense Reports must identify attendees and the position for which the applicant is being considered.

(c.) If guests other than the interviewee and the SAIC representatives outlined in (a.) above are in attendance, the cost for such additional persons may be reimbursed by the Company, but in such cases those costs must be coded to unallowable expense.

(d.) Receipts are required.

7. Conferences

7.1 Definition - Conferences may be of two types: 1) attendance at formal professional meetings, seminars or conventions, and 2) informal meetings to discuss Company business which are attended by SAIC staff and/or others and are hosted by an SAIC employee.

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* Expense reports must be accompanied by receipts and adequately substantiated as to:

- * a) amount
- * b) time and place
- * c) business purpose
- * d) name of attendee(s)
- * e) business relationship of attendee(s)

7.2 Approval - Advance approval, in accordance with procedures specified by the Group Manager, must be obtained before costs may be incurred.

7.3 Reimbursable Costs - All actual and reasonable costs will be reimbursed provided the costs meet applicable government procurement regulations criteria. Such costs include transportation, conference fees, conference-sponsored meals, rental of meeting facilities and any costs incidental thereto, when the primary purpose of the incurrence of such costs is the dissemination of business or technical information or stimulation of production.

* (Only those meals (other than per diem while on contract travel) which are brought into an SAIC office and which clearly result in increased efficiency, thereby benefiting the customer, may be charged direct to a contract. A business conference or meeting direct charged to a contract must have a preplanned agenda or other adequate documentation (copy must be attached to expense report) which demonstrates the purpose of the meeting and its direct relationship to the contract.

* Business conference meals outside an SAIC facility must be classified as an indirect expense.

* The cost of non-business participants (spouses, etc.), with the exception of the Christmas Party and Annual Company Picnic, are unallowable.

* The amount of gratuities greater than 20% are not reimbursable.

* 7.4 Expenses for meals of employees not in travel status who act as hosts at business meals are allowable if the activity constitutes a business meeting or conference associated with the active conduct of the Company's business and not a social function, and the total cost

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- * per attendee does not exceed the total daily meal per diem rate for
- * the location where the meal took place. Modest refreshments at
- * staff meetings (except alcoholic beverages), if reasonable, are
- * allowable as an indirect expense.

8. Entertainment

8.1 As is more fully discussed under section 1.8, government contractors are expressly prohibited by law from entertaining government officials. Indiscretion by SAIC employees could cause a serious problem for the Company and its customers, and such entertainment is expressly prohibited.

- * 8.2 The costs of official Company functions or activities designed
- * to improve working conditions, employer-employee relations, employee
- * morale and performance are allowable. Included are the Christmas
- * party, annual picnics, annual performance review lunches, group
- * business development/management meetings (detailed business meeting
- * agendas are required), anniversary award presentations, and farewell
- * or retirement ceremonies. The cost of alcoholic beverages at these
- * functions is unallowable. Any functions costing in excess of \$200
- * require Group Manager or Administrator approval.

- * 8.3 Any costs associated with informal functions that may be
- * construed to be entertainment, amusement or social activities are
- * unallowable. Such functions include sporting event tickets,
- * movie/theater tickets, golf or green fees, armed service
- * association, social functions, charitable events, birthday
- * parties/cakes, and contract win parties.

- * 8.4 Entertainment of commercial customers, employees and other
- * persons where appropriate is permitted as an unallowable expense
- * with prior approval of the appropriate Group Manager under
- * procedures issued by him. These procedures must be within the
- * guidelines of the Internal Revenue Service which requires, among
- * other things, that expenses must be "directly related to" or
- * "associated with" the taxpayer's business. All such expenses must
- * be charged to an unallowable account and must be accompanied by
- * receipts and adequately substantiated as to:

- (a.) Amount
- (b.) Time and Place
- (c.) Business Purpose
- (d.) Name of Entertained Person(s)
- (e.) Business Relationship of Entertained Person(s)

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Employees should obtain additional guidelines and direction from their Group Administrator.

9. Unallowable Costs

Government procurement regulations require that entertainment costs and other unallowable costs such as first class air travel and alcoholic beverages not be allocated to government contracts, and all costs of this nature must be charged to unallowable accounts and approved by the Group Manager or his designee.

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TRAVEL AUTHORIZATION — ADVANCE REQUEST (TAR)

NO. FY 8 _____

XXXX

 EMPLOYEE
 CONSULTANT
 INTERVIEWEE
 TEMPORARY HELP (AGENCY)

POLICY E-1 2-1-87

NAME (PRINT) _____
LAST FIRST MIDDLE
 EMPLOYEE NO. _____
 EMPLOYEE HOME DIV. _____
 CONSULTANT VENDOR NO. _____
 CONSULTANT HOME DIV. _____

TRAVEL _____

PURPOSE OF TRIP: _____

ITINERARY:	DATE	FROM	TO	FLIGHT NUMBER	DEPARTURE TIME	ARRIVAL	CAR	MOTEL	REMARKS

CONTRACT(S) TO BE CHARGED: _____ \$ _____
 OVERHEAD NUMBER(S) TO BE CHARGED: _____ \$ _____
 _____ \$ _____
 _____ \$ _____
 _____ \$ _____
 _____ \$ _____
 _____ \$ _____
 _____ \$ _____

APPROVAL SIGNATURE PRINCIPAL INVESTIGATOR: _____ DATE _____
 APPROVAL SIGNATURE DIVISION/OFFICE MANAGER, CORPORATE OFFICE, DESIGNEE: _____ DATE _____

TRAVEL ADVANCE ADVANCE-OTHER-PURPOSE:

MAIL CHECK TO _____ RETURN CHECK TO _____

DATE REQUIRED _____ EXT. _____ DATE REQUIRED _____

CHECK AMOUNT \$ _____ CHARGE TO: CO _____ HOME DIV _____ -00-0000-00-GLA _____

CHECK NUMBER _____ DATE OF CHECK _____ IMPREST VENDOR NO _____

APPROVAL SIGNATURE _____ DATE _____
(PRINCIPAL INVESTIGATOR
 DIVISION/OFFICE MANAGER,
 CORPORATE OFFICER, DESIGNEE)

Attachment 2

--- Science Applications International Corporation ---

PERMANENT TRAVEL ADVANCE REQUEST

FY _____

EMPLOYEE NAME: _____ EMPLOYEE #: _____

AMOUNT REQUESTED: _____ HOME DIVISION #: _____

NEW REQUEST: _____ LOCATION #: _____

RENEWAL REQUEST: _____ TAR #: _____ (Attach TAR to this request)

CURRENT AMOUNT HELD: _____

EXPLANATION: (Frequency of travel, course, duration of trips and costs, etc.)

EMPLOYEE STATEMENT:

I understand that this is an advance and must be repaid at time of expiration of the advance or termination of employment with SAIC. I agree that the Company may offset any unpaid advances at the time of termination of the advance against sums owed to me to the extent permitted by applicable law. This authorization is effective only through current fiscal year. Requests for renewal must be submitted annually. Temporary advances are not available to holders of permanent advances except in extraordinary cases (such as foreign travel) where the required advance exceeds the permanent advance. I understand that any change in the above circumstances which would impact the justification of the advance must be communicated to the Group Manager promptly.

EMPLOYEE SIGNATURE: _____ DATE: _____

GROUP MGR. APPROVAL: _____ DATE: _____

CORPORATE TREASURY: _____ DATE: _____

11-24-86

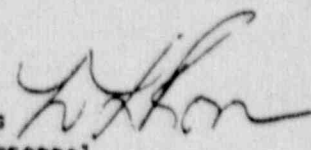


INTER-OFFICE MEMO

SATC Science Applications International Corporation

DATE: October 18, 1988

TO: Distribution

FROM: Wai-Lean Roos
Corporate Personnel 

SUBJECT TRANSMITTAL #36 - CHANGES TO ADMINISTRATIVE HANDBOOK

Attached is revised Attachment 4 for Policy E-1, Employee Business Expenses. This attachment contains the revised CONUS per diem rates as published in the Federal Register and are effective for travel performed on or after 10/9/88.

Please feel free to contact me at (619) 535-7591 if I can be of assistance.

WLR:mar
Attachment

Federal Travel Regulations

Appendix 1-A, Prescribed Maximum Per Diem Rates for CONUS

GENERAL SERVICES ADMINISTRATION

[GSA Bulletin FPMR A-40, Supp. 29]

Changes to Federal Travel Regulations

AGENCY: Federal Supply Service, GSA.

ACTION: Notice of changes to Federal Travel Regulations (FTR).

SUMMARY: The General Services Administration (GSA) has issued GSA Bulletin FPMR A-40, Supplement 29, transmitting changed pages to amend the Federal Travel Regulations (FTR), FPMR 101-7, to increase the standard CONUS maximum per diem rate from \$60 to \$66, to increase the maximum lodging allowance in certain existing per diem localities, to increase the meals and incidental expenses (M&IE) rates by \$1 from \$25 and \$33 to \$26 and \$34, to add new per diem localities, and to delete a number of previously designated per diem localities because of the increased lodging amount in the standard CONUS rate.

EFFECTIVE DATE: These amendments to the FTR are effective for travel (including travel incident to a change of official station) performed on or after October 9, 1986.

FOR FURTHER INFORMATION CONTACT: Staff members, Travel and Transportation Regulations Staff (FTR), FTS 557-1253 or Commercial (703) 557-1253.

SUPPLEMENTARY INFORMATION: GSA, in consultation with the Office of Management and Budget, has determined that this rule is not a major rule for the purposes of Executive Order 12291 of February 17, 1981, because it is not likely to result in a major significant adverse effect on the national economy. GSA has based all administrative decisions underlying this rule on adequate information concerning the need for, and consequences of, this rule; has determined that the potential benefits to society from this rule outweigh the potential costs and has maximized the net benefits; and has chosen the alternative approach involving the least cost to society.

Background information.

Pub. L. 99-234 (99 Stat. 1756), January 2, 1986, among other things, provided the Administrator of General Services with authority to establish maximum subsistence rates for domestic travel and procedures for reimbursing subsistence expenses incurred by Federal civilian employees during official travel.

Explanation of Changes

Supplement 29 amends the FTR as follows:

a. Part 1-7 is revised to make the following changes:

(1) Increase the standard CONUS maximum per diem rate from \$60 to \$66. This represents a \$5 increase in the maximum lodging amount and a \$1 increase in the M&IE rate.

(2) To change the meal allowance table in paragraph 1-7.5(b) to reflect the 1 increase in the M&IE rates.

b. Appendix 1-A is revised to make the following changes:

(1) To increase the standard CONUS rate to \$66, to increase the M&IE rate by 1, to increase the maximum per diem rates in a number of existing localities, to add additional per diem localities, and to delete a number of previously designated per diem localities because of the increased maximum lodging amount in the standard CONUS rate.

c. Paragraph 2-5.4c is revised to effect the increased standard CONUS rate applicable to the occupancy of temporary quarters within CONUS.

d. In addition to the above revisions, other clarifying and/or editorial changes have been made where indicated by change lines and highlighted in bold print.

Accordingly, the Federal Travel Regulations are amended as indicated in the changes that follow.

Dated: August 2, 1986.

John Alderson,

Acting Administrator of General Services.

For the reasons stated above, the Federal Travel Regulations are amended as follows:

Chapter 1. Travel Allowances

1. **Authority:** Sec. 205(c), 63 Stat. 390; 60 U.S.C. 486(c); Executive Order No. 11809, July 22, 1971; 5 U.S.C. 5702; 5 U.S.C. 5707.

Part 7. Per diem Allowances

2. Paragraph 1-7.3a is revised to read as follows:

1-7.3 **Rate adjustment requests for travel within CONUS.**

a. Federal agencies may submit a request to GSA for review of the subsistence costs in a particular city or area where the standard CONUS rate applies when travel to that location is repetitive or on a continuing basis and travelers' experiences indicate that the prescribed rate is inadequate. Other per diem localities listed in Appendix 1-A will be surveyed on an annual basis by GSA to determine whether rates are adequate. Requests for subsistence rate adjustments shall be submitted by the agency headquarters office to the

General Services Administration, Federal Supply Service, Attn: Travel and Transportation Regulations Staff (FTR), Washington, DC 20406. Agencies should designate an individual responsible for reviewing, coordinating, and submitting to GSA the requests from bureaus, subagencies, etc.

3. Paragraph 1-7.5 is amended by revising subparagraph 1-7.5a and 1-7.5a(2)(b) to read as follows:

1-7.5. * * *
a. **Maximum CONUS per diem rates (Appendix 1-A).** Maximum per diem rates prescribed under 1-7.2a for travel within CONUS are listed on appendix 1-A for certain specific localities. For all CONUS locations not specifically listed or encompassed by the defined boundaries of a listed location, a standard maximum per diem rate of \$66 is prescribed. For all CONUS locations, whether or not they are specifically listed in Appendix 1-A, the standard CONUS rate applies in certain specified travel circumstances (see b(2), below) and for subsistence allowances incident to a change of official station (see Parts 2-2, 2-4, and 2-5). The following elements comprise the per diem allowance:

- (1) * * *
- (2) * * *
- (a) * * *

(b) The M&IE rate shall be allocated as shown below when making necessary deductions from the per diem for meals furnished to the employee without charge by the Federal Government (see 1-7.4d and 1-7.7b). The total amount of deductions made on partial days shall not cause the employee to receive less than the amount allocated for incidental expenses.

M&IE rates:		
Total	\$26	\$34
Breakfast	5	7
Lunch	5	7
Dinner	14	18
Incidentals	2	2

Chapter 2. Relocation Allowances

Part 5. Subsistence While Occupying Temporary Quarters

4. Paragraphs 2-5.4c(1)(a), (2) * NOTE and (3)(a), (b), (c), and (d) are amended to read as follows:

2-5.4 **Allowable amount.**

- a. * * *
- b. * * *
- c. * * *
- (1) * * *

(a) For temporary quarters located in the conterminous United States, the applicable maximum per diem rate is the standard CONUS rate (\$66) prescribed under 1-7.3a.

(2) * * *

* NOTE: If the temporary quarters occupied are in the conterminous United States, the maximum daily rates

prescribed under (a), (b), (c), and (d) above, are \$66, \$44, \$44, and \$33, respectively.

(3) * * *

(a) For an employee, or unaccompanied spouse, the daily rate shall not exceed \$48.50;

(b) For an accompanying spouse, the daily rate shall not exceed \$33;

(c) For each other family member 12 years of age or older, the daily rate shall not exceed \$33; and

(d) For each family member under 12 years of age, the daily rate shall not exceed \$24.75.

Appendix 1-A. Prescribed Maximum Per Diem Rates for Conus

5. Appendix 1-A of the FTR is revised to read as follows:

BILLING CODE 6820-26-M

APPENDIX 1-A, PRESCRIBED MAXIMUM PER DIEM RATES FOR CONUS

The maximum rates listed below are prescribed under paragraph 1-9.2 of these regulations (Federal Travel Regulations (FTR)) for reimbursement of subsistence expenses incurred during official travel within CONUS (the conterminous United States). The amount shown in column (a) is the maximum that will be reimbursed for lodging expenses including applicable taxes. The M&IE rate shown in column (b) is a fixed amount allowed for meals and incidental expenses related to subsistence. The per diem payment calculated in accordance with Part 1-7 of the FTR for lodging expenses plus the M&IE rate may not exceed the maximum per diem rate shown in column (c).

Per Diem Locality		Maximum Lodging Amount	M&IE Rate	Maximum Per Diem Rate
		(a)	(b)	(c) 4/
CONUS, Standard Rate		840	826	866
CONUS, Standard Rate (Applies to all locations within CONUS not specifically listed below or encompassed by the boundary definition of a listed point. However, the standard CONUS rate applies to all locations within CONUS, including those defined below, under certain specified travel circumstances and for certain relocation subsistence allowances. See Parts 1-7, 2-2, 2-4 and 2-5 of the FTR.)				
<u>Key City 1/</u>	<u>County or other defined location 2/ 3/</u>			
ALABAMA				
Anniston	Calhoun	41	26	67
Birmingham	Jefferson	50	26	76
Gulf Shores	Baldwin	42	26	68
Monteville	Madison	48	26	74
Montgomery	Montgomery	43	26	69
Sheffield	Colbert	63	26	89
ARIZONA				
Chino	Apache	44	26	70
Haystack	Nevado	56	26	82
Page/Wagstaff	Cocconino	47	26	73
Phoenix/Scottsdale	Maricopa	52	26	78
Prescott	Yavapai	48	26	74
Sierra Vista	Cochise	43	26	69
Tucson	Pima County; Davis-Monthan AFB	48	26	74
Yuma	Yuma	43	26	69
ARKANSAS				
Fort Smith	Sebastian	44	26	70
Helena	Phillips	47	26	73
Hot Springs	Garland	45	26	71
Little Rock	Pulaski	48	26	74
CALIFORNIA				
Chico	Butte	46	26	72
Death Valley	Inyo	88	34	122
El Centro	Imperial	46	26	72
Fresno	Fresno	50	26	76
Los Angeles	Los Angeles, Kern, Orange & Ventura Counties; Edwards AFB; Naval Weapons Center & Ordnance Test Station, China Lake	80	34	114
Modesto	Stanislaus	50	26	76
Monterey	Monterey	66	26	92
Oakland	Alameda, Contra Costa & Marin	64	34	98
Palm Springs	Riverside	72	34	106
Redding	Shasta	51	26	77
Sacramento	Sacramento	54	34	88
San Diego	San Diego	67	34	101
San Francisco	San Francisco	78	34	112

Per Diem Locality		Maximum Lodging Amount	Per Diem Rate	Maximum Per Diem Rate
Key City 1/	County and/or other defined location 2/ 3/	4/	5/	6/
San Jose	Santa Clara	57	34	41
San Luis Obispo	San Luis Obispo	53	34	47
San Mateo	San Mateo	66	34	100
Santa Barbara	Santa Barbara	74	34	118
Santa Cruz	Santa Cruz	66	34	100
South Lake Tahoe	Dorado	52	24	86
Stockton	San Joaquin	45	26	71
Tahoe City	Placer	44	24	80
Vallejo	Solano	47	26	73
Victorville/Barstow	San Bernardino	49	26	75
Visalia	Tulare	40	26	66
West Sacramento	Yolo	49	26	75
Yosemite Nat'l Park	Mariposa	68	34	102
COLORADO				
Aspen	Pitkin	75	34	109
Boulder	Boulder	60	34	94
Colorado Springs	El Paso	49	26	75
Denver	Denver, Adams, Arapahoe & Jefferson	65	34	99
Durango	La Plata	48	26	74
Glenwood Springs	Garfield	45	26	71
Gunnison	Gunnison	43	26	69
Keystone/Silverthorne	Summit	52	34	86
Pagosa Springs	Archuleta	45	26	71
Steamboat Springs	Routt	48	26	74
Veil	Eagle	80	34	114
CONNECTICUT				
Bridgeport/Danbury	Fairfield	71	26	97
Hartford	Hartford & Middlesex	52	34	86
New Haven	New Haven	67	26	93
New London/Groton	New London	50	26	76
Putham/Danielson	Windham	58	26	84
Salisbury	Litchfield	49		83
DELAWARE				
Dover	Kent	44		70
Lewes	Sussex	46		72
Wilmington	New Castle	63		89
DISTRICT OF COLUMBIA				
Washington, DC	(also the cities of Alexandria, Falls Church, and Fairfax, and the counties of Arlington, Loudoun, and Fairfax in Virginia; and the counties of Montgomery and Prince Georges in Maryland) (see also Maryland and Virginia)	87	34	121
FLORIDA				
Altamonte Springs	Seminole	62	24	88
Bradenton	Manatee	60	26	86
Cocoa Beach	Brevard	50	26	76
Daytona Beach/Oreond Beach/New Smyrna	Volusia	41	26	67
Fort Lauderdale	Broward	57	26	83
Fort Myers	Lee	58	26	84
Fort Pierce	Saint Lucie	47	26	73
Fort Walton Beach	Okaloosa	50	26	76
Gainesville	Alachua	48	26	74
Jacksonville	Duval County/ Naval Station Mayport	46	26	72
Kissimmee	Osceola	45	26	72
Lakeland	Holk	41	26	67
Miami	Dade & Monroe	45	31	89
Naples	Collier	42	26	88
Orlando	Orange	54	26	80
Panama City	Bay	50	26	76
Pensacola	Escambia	44	26	70

Per Diem Locality		Maximum Lodging Amount (a)	MALE Rate (b)	Maximum Per Diem Rate (c)	4/
Key City 1/	County and or other defined location 2/ 3/				
Punta Gorda	Charlotte	57	26	83	
Saint Augustine	Saint Johns	49	26	75	
Sarasota	Sarasota	54	26	80	
Stuart	Martin	62	26	88	
Tallahassee	Leon	45	26	71	
Tampa/St. Petersburg	Hillsborough & Pinellas	52	26	78	
West Palm Beach	Palm Beach	62	34	96	
GEORGIA					
Albany	Douglas	48	26	74	
Athens	Clarke	41	26	67	
Atlanta	Clayton De Kalb, Fulton Cobb	72	34	106	
Augusta	Richmond	44	26	70	
Brunswick	Glynn	43	26	69	
Columbus	Muscog. County	42	26	68	
Lawrenceville	Gwinnet	46	26	72	
Savannah	Chatham	42	26	68	
St. Marys	Camden County; The Naval Submarine Base, Kings Bay Naval	46	26	72	
Waycross	Ware	43	26	69	
IDAHO					
Boise	Ada	46	26	72	
Coeur d'Alene	Kootenai	43	26	69	
Ketchum/Sun Valley	Blaine	51	26	77	
Pocatello	Bannock	45	26	71	
ILLINOIS					
Alton	Madison	48	26	74	
Champaign/Urbana	Champaign	43	26	69	
Chicago	Du Page, Cook & Lake	82	34	117	
Danville	Vermilion	43	26	69	
Dixon	Lee	43	26	69	
Marengo	McDonough	41	26	67	
Mattoon	Coles	46	26	72	
Peoria	Peoria	55	26	81	
Rockford	Winnebago	48	26	74	
Rock Island/Moline	Rock Island	50	26	76	
Springfield	Sangamon	48	26	74	
INDIANA					
Anderson	Madison	48	26	74	
Bloomington	Monroe	45	26	71	
Charlestown/ Jeffersonville	Clark County; Indiana Army Ammunition Plant	47	26	73	
Columbus	Bartholomew	41	26	67	
Elkhart	Elkhart	52	26	78	
Evansville	Vanderburgh	43	26	69	
Fort Wayne	Allen	54	26	80	
Gary	Lake	42	26	68	
Indianapolis	Martin County; Fort Benjamin Harrison	57	26	83	
Jasper	Dubois	41	26	67	
Lafayette	Tiptecanoe	49	26	75	
Muncie	Delaware	50	26	76	
Nashville	Brown	52	26	78	
Terre Haute	Vigo	44	26	70	
South Bend	St. Joseph	50	26	76	
IOWA					
Bettendorf/Davenport	Scott	44	26	70	
Cedar Rapids	Linn	41	26	67	
Des Moines	Polk	50	26	76	
Iowa City	Johnson	41	26	67	
Sioux City	Worthbury	41	26	67	

Key City 1/ <u>Per Diem Locality</u>	County and/or other defined location 2/ 3/	Maximum Lodging Amount	Per Diem Rate	Maximum Per Diem Rate	4/
		(a)	(b)	(c)	
KANSAS					
Kansas City	Johnson & Wyandotte (See also Kansas City, MO)	60	26	86	
Manhattan	Biley	44	26	70	
Topoka	Shawnee	43	26	69	
Michita	Sedgwick	54	26	80	
KENTUCKY					
Covington	Benton	46	26	72	
Frankfort	Franklin	43	26	69	
Hopkinsville	Christian County; Port Campbell	45	26	71	
Lexington	Fayette	52	26	78	
Louisville	Jefferson	47	26	73	
LOUISIANA					
Alexandria	Rapides Parish	43	26	69	
Baton Rouge	East Baton Rouge Parish	50	26	76	
Bossier City	Bossier Parish	57	26	83	
Gonzales	Ascension Parish	51	26	77	
Lafayette	Lafayette Parish	41	26	67	
Lake Charles	Calcasieu Parish	42	26	68	
Monroe	Ouachita Parish	41	26	67	
New Orleans	Parishes of Jefferson, Orleans, Plaquemine & St. Bernard	52	26	86	
Shreveport	Cadeo Parish	51	26	77	
Slidell	St. Tammany Parish	42	26	68	
MAINE					
Auburn	Androscoggin	56	26	82	
Augusta	Kennebec	45	26	71	
Bangor	Penobscot	48	26	74	
Bar Harbor	Hancock	60	26	86	
Bath	Sagadahoc	64	26	90	
Kittery	Portsmouth Naval Shipyard (See also Portsmouth, NH)	56	26	82	
Portland	Cumberland	63	26	89	
Rockport	Knox	62	26	88	
Wiscasset	Lincoln	42	26	68	
MARYLAND					
(For the counties of Montgomery and Prince Georges, see District of Columbia)					
Annapolis	Anne Arundel	70	34	104	
Baltimore	Baltimore & Harford	59	34	93	
Columbia	Howard	87	34	121	
Cumberland	Allegany	45	26	71	
Easton	Talbot	48	26	74	
Frederick	Frederick	54	26	80	
Hagerstown	Washington	48	26	74	
Lexington Park/St. Inigoes/Leonardtown	St. Marys	51	26	77	
Lusby	Calvert	51	26	77	
Ocean City	Worcester	85	26	119	
Salisbury	Wicomico	47	26	73	
Waldorf	Charles	51	26	77	
MASSACHUSETTS					
Andover	Essex	81	34	115	
Boston	Middlesex, Norfolk & Suffolk	81	34	115	
Greenfield	Franklin	51	26	77	
Hyannis	Barnstable	56	26	82	
Martha's Vineyard/ Nantucket	Dukes & Nantucket	96	34	130	
New Bedford	Bristol	46	26	72	
Northampton	Hampshire	52	26	78	

Per Diem Locality		Maximum Lodging Amount	MILE Rate	Maximum Per Diem Rate
Key City 1/ Pittsfield Plymouth Springfield Worcester	County and/or other definite location 2/ 3/ Berkshire Plymouth Hampden Worcester	(a) *	(b) *	(c) 4/
MICHIGAN				
Ann Arbor	Washtenaw	63	26	89
Battle Creek	Calhoun	42	26	68
Bay City	Bay	42	26	68
Boysie City	Charlevoix	62	26	88
Cailliac	Washtenaw	48	26	74
Detroit	Wayne	66	34	100
Gaylord	Ontonagon	53	26	79
Grand Rapids	Kenosha	48	26	74
Houghton Lake	Roscommon	54	26	80
Jackson	Jackson	49	26	75
Kalamazoo	Kalamazoo	57	26	83
Lansing/East Lansing	Ingham	48	26	74
Mackinac Island	Mackinac	54	26	80
Midland	Midland	51	26	77
Mount Pleasant	Isabella	43	26	69
Pontiac	Oakland	48	26	74
Port Huron	St. Clair	42	26	68
Saginaw	Saginaw	46	26	72
St. Joseph/Benton Harbor/Miles	Berrien	45	26	71
Traverse City	Grand Traverse	55	26	81
Warren	Macomb	43	26	69
MINNESOTA				
Beaulieu	Beltrami	42	26	68
Brainerd	Crow Wing	42	26	68
Duluth	St. Louis	44	26	70
Minneapolis/St. Paul	Anoka, Hennepin, & Ramsey Counties; Fort Snelling Military Reservation & Navy Astronautics Group (Detachment BRAVO), Rosemount	54	26	80
Rochester	Olmsted	53	26	79
MISSISSIPPI				
Jackson	Hinds	50	26	76
Natchez	Adams	47	26	73
Vicksburg	Warren	41	26	67
MISSOURI				
Cape Girardeau	Cape Girardeau	43	26	69
Columbia	Boone	49	26	75
Jefferson City	Cole	46	26	72
Kansas City	Clay, Jackson & Platte (See also Kansas City, KS)	60	26	86
Osage Beach	Camden	44	26	70
Springfield	Greene	51	26	77
St. Louis	St. Charles & St. Louis	59	26	85
MONTANA				
Great Falls	Cascade	41	26	67
NEBRASKA				
Lincoln	Lancaster	41	26	67
Omaha	Douglas	50	26	76
NEVADA				
Elko	Elko	46	26	72
Las Vegas	Clark County; Nellis AFB	69	34	103
Reno	Washoe	44	26	70

Per Diem Locality		Maximum Lodging Amount	MIIB Rate	Maximum Per Diem Rate
Key City 1/ NEW HAMPSHIRE	County and/or other defined location 2/ 3/	(a)	(b)	(c) 4/
Concord	Merrimack	51	26	77
Conway	Carroll	81	26	107
Durham	Strafford	67	26	93
Laconia	Belknap	64	26	90
Manchester	Hillsborough	59	26	85
Portsmouth/Nowington	Rockingham County; Pease AFB (See also Rittery, NE)	56	26	82
NEW JERSEY				
Atlantic City	Atlantic	104	34	138
Belle Mead	Somerset	62	26	88
Camden	Camden	52	26	78
Dever	Morris County; Picatinny Arsenal	62	26	88
Batontown	Monmouth County; Fort Monmouth	50	34	84
Edison	Middlesex	50	34	84
Hillville	Cumberland	45	26	71
Moorestown	Burlington	68	26	94
Nevers	Bergen, Essex, Hudson, Passaic & Union	78	34	112
Ocean City/Cape May	Cape May	90	34	124
Princeton/Trenton	Mercer	80	34	114
Salem	Salem	59	26	85
Tom's River	Ocean	77	26	103
NEW MEXICO				
Albuquerque	Bernalillo	59	26	85
Cloudcroft	Otero	64	34	98
Farmington	San Juan	49	26	75
Gallup	McKinley	47	26	73
Grants	Cibola	41	26	67
Las Cruces/White Sands	Dona Ana	43	26	69
Las Vegas	San Miguel	44	26	70
Los Alamos	Los Alamos	46	26	72
Saton	Colfax	52	26	78
Santa Fe	Santa Fe	64	34	98
Taos	Taos	49	26	75
Tucumcari	Quay	46	26	72
NEW YORK				
Albany	Albany	61	26	87
Batavia	Genesee	55	26	81
Binghamton	Broome	55	26	81
Buffalo	Erie	90	26	76
Canton	St. Lawrence	48	26	74
Corning	Steuben	58	26	84
Elmira	Chemung	49	26	75
Glens Falls	Warren	45	26	71
Ithaca	Tompkins	59	26	85
Jamestown	Chautauque	41	26	67
Kingston	Ulster	56	26	82
Lake Placid	Essex	72	26	98
Monticello	Sullivan	54	34	88
New York City	The boroughs of Bronx, Brooklyn, Manhattan, Queens & Staten Island; Nassau & Suffolk Counties	107	26	141
Niagara Falls	Niagara	57	26	83
Poughkeepsie	Dutchess	68	26	94
Rochester	Monroe	63	26	89
Saratoga Springs	Saratoga	45	34	79
Schenectady	Schenectady	55	26	81
Syracuse	Onondaga	57	26	83
Troy	Rensselaer	57	26	83

Key City 1/	County and/or other definition location 2 3/	Maximum Lodging Amount (a)	MILE Rate (b)	Maximum Per Diem Rate (c)	4/
Utica	Onondaga	56	26	82	
Watertown	Jefferson	49	26	75	
Watkins Glen	Schuyler	72	26	98	
West Point	Oranget	44	26	70	
White Plains	Westchester	67	34	121	
NORTH CAROLINA					
Asheville	Burke	45	26	71	
Charlotte	Mecklenburg	58	26	84	
Duck	Dare	57	26	83	
Elizabeth City	Perquimans	53	26	79	
Greenville	Pitt	59	26	85	
Havelock	Cris	43	26	69	
High Point/Greensboro	Guilford	54	26	80	
Jacksonville	Onslow	42	26	68	
Kinston	Lenoir	46	26	72	
Morehead City	Carteret	53	26	79	
Raleigh/Durham/ Chapel Hill	Wake-Durham & Orange	56	26	82	
Wilmington	New Hanover	45	26	71	
Winston-Salem	Forsyth	49	26	75	
NORTH DAKOTA					
Bismarck	Burleigh	44	26	70	
Fargo	Cass	52	26	78	
Grand Forks	Grand Forks	46	26	72	
Minot	Ward	48	26	74	
OHIO					
Akron	Summit	54	26	80	
Bellevue/Norwalk	Muskegon	55	26	81	
Chillicothe	Ross	44	26	70	
Cincinnati/Evendale	Hamilton & Warren	50	26	76	
Cleveland	Cuyahoga	59	34	93	
Columbus	Franklin	56	26	82	
Dayton	Montgomery County; Wright-Patterson AFB	61	26	87	
Defiance	Defiance	42	26	68	
East Liverpool	Columbiana	47	26	73	
Elyria	Lorain	51	26	77	
Pindray	Hancock	43	26	69	
Geneva	Ashtabula	52	26	78	
Hamilton/Fairfield	Butler	47	26	73	
Lancaster	Fairfield	41	26	67	
Lima	Allen	43	26	69	
Port Clinton	Ottawa	54	26	80	
Portsmouth	Scioto	44	26	70	
Sandusky	Erie	57	26	83	
Springfield	Clark	43	26	69	
Tinney/Premont	Sandusky	44	26	70	
Toledo	Lucas	50	26	76	
Wapakoneta	Auglaize	45	26	71	
OKLAHOMA					
Norman	Cleveland	44	26	70	
Oklahoma City	Oklahoma	47	26	73	
Stillwater	Payne	44	26	70	
Tulsa/Bartlesville	Osage, Tulsa & Washington	45	26	71	
OREGON					
Beaverton	Washington	46	26	72	
Clackamas	Clackamas	48	26	74	
Coos Bay	Coos	45	26	71	
Lincoln City	Lincoln	45	26	71	
Potlind	Multnomah	50	26	76	
Seaside	Clatsop	66	26	92	
PENNSYLVANIA					
Allentown	Lehigh	50	26	76	

Per Diem Locality		Maximum Lodging Amount	Max IE Rate	Maximum Per Diem Rate
Key City 1/	County and/or other defined location 2/ 2/	(a)	(b)	(c) 4/
Altoona	Blaine	44	26	70
Chester	Delaware	46	34	80
Du Bois	Clearfield	51	26	77
Easton	Northampton	64	26	90
Erie	Erie	41	26	67
Gettysburg	Adams	49	26	75
Harrisburg	Dauphin	62	26	88
Johnstown	Jacobus	55	26	81
King of Prussia/ Ft. Washington	Montgomery County, except Bala Cynwyd (See also Philadelphia, PA)	68	34	102
Lancaster	Lancaster	63	26	89
Lebanon	Lebanon County; Indian Town Gap Military Reservation	47	26	73
Mansfield	Tioga	49	26	75
Mercer	Mercer	54	26	80
Philadelphia	Philadelphia County; city of Bala Cynwyd in Montgomery County	77	34	111
Pittsburgh/Monroeville	Allegheny	60	26	86
Reading	Berks	49	26	75
Scranton	Lackawanna	52	26	78
Shippingport	Beaver	44	26	70
Somerset	Somerset	50	26	84
State College	Centre	46	26	72
Uniontown	Fayette	73	26	99
Valley Forge	Chester	68	34	102
Warminster	Bucks County; Naval Air Development Center	53	26	79
Wilkes-Barre	Luzerne	54	26	80
York	York	52	26	78
RHODE ISLAND				
East Greenwich	Rent County; Naval Construction Battalion Center, Davisville	56	26	82
Newport	Newport	83	34	117
Providence	Providence	74	26	100
Quonset Point	Washington	44	26	70
SOUTH CAROLINA				
Charleston	Charleston & Berkeley	51	26	77
Columbia	Richland	48	26	74
Greenville	Greenville	42	26	68
Hilton Head	Beaufort	86	34	120
Myrtle Beach	Horry County; Myrtle Beach AFB	73	26	99
Rock Hill	York	45	26	71
Spartanburg	Spartanburg	44	26	70
SOUTH DAKOTA				
Rapid City	Pennington	51	26	77
Sioux Falls	Minnehaha	45	26	71
TENNESSEE				
Chattanooga	Hamilton	41	26	67
Columbia	Maury	49	26	75
Gatlinburg	Sevier	61	26	87
Johnson City	Washington	54	26	80
Kingsport/Bristol	Sullivan	44	26	70
Knoxville	Knox County; city of Oak Ridge	49	26	75
Memphis	Shelby	50	26	76
Nashville	Davidson	52	26	78
Shelbyville	Bedford	52	26	78
TEXAS				
Arlene	Taylor	41	26	67

Per Diem Locality		Maximum Lodging Amount (a)	Maximum Mile Rate (b)	Maximum Per Diem Rate (c)	d/
Key City 1/	County and/or other defined location 2/ 3/				
Amarillo	Potter	46	26	72	
Austin	Travis	55	26	81	
Bay City	Matagorda	41	26	67	
Brownsville	Cameron	41	26	67	
Brownwood	Brewster	42	26	68	
College Station/Bryan	Brazos	43	26	69	
Corpus Christi	Nueces	54	26	80	
Dallas/Fort Worth	Dallas & Tarrant	74	34	108	
Denton	Denton	47	26	73	
El Paso	El Paso	49	26	75	
Galveston	Galveston	53	26	79	
Granbury	Hood	57	26	83	
Houston	Harris County; L. Johnson Space Center & Houston AFB	62	34	96	
Lejitex	Brewster	56	26	82	
Laredo	Webb	48	26	74	
Longview	Greene	42	26	68	
Lubbock	Lubbock	48	26	74	
McAllen	Midland	49	26	75	
Midland/Odessa	Ector & Midland	68	26	94	
Waco/Odessa	McCombs	43	26	69	
Plainview	Hall	45	26	71	
Piano	Collin	74	34	100	
San Antonio	Bexar	50	26	76	
Temple	Bell	42	26	68	
Waco	McLennan	45	26	71	
Wichita Falls	Wichita	41	26	67	
UTAH					
Bullfrog	Garfield	69	26	95	
Salt Lake City/Dogden	Salt Lake, Weber, & Davis Counties; Dugway Proving Ground & Tooele Army Depot	60	26	86	
VERMONT					
Burlington	Chittenden	43	26	69	
Rutland	Rutland	50	26	76	
White River Junction	Windsor	56	26	82	
VIRGINIA					
(For the cities of Alexandria, Fairfax, and Falls Church, and the counties of Arlington, Fairfax, and Loudoun, see District of Columbia)					
Blacksburg	Montgomery	57	26	83	
Bristol*		45	26	71	
Charlottesville*		52	26	78	
Manassas/Manassas Park*	Prince William County	52	26	78	
Norfolk*	York County; Naval Weapons Station, Yorktown	55	26	81	
(also Virginia Beach, Portsmouth, Hampton, Newport News & Chesapeake*)					
Petersburg*	Port Lee	44	26	70	
Richmond*	Chesterfield & Henrico Counties; also Defense Supply Center	56	26	82	
Roanoke*	Roanoke County	49	26	75	
Wallops Island	Accomack	51	26	77	
Williamsburg*		62	34	96	
* Denotes independent cities.					
WASHINGTON					
Everett	Snohomish	55	26	81	
Kelso/Longview	Cowlitz	46	26	72	
Seattle	King	60	34	94	
Spokane	Spokane	47	26	73	
Tacoma	Pierce	41	26	67	

Per Diem Locality		Maximum Lodging Amount	MALE Rate	Maximum Per Diem Rate
Key City 1/	County and/or other defined location 2/ 3/	(a)	(b)	(c) 4/
Tubweter/Olympia	Thurston	48	26	74
Vancouver	Clark	49	26	75
WEST VIRGINIA				
Beckley	Raleigh	43	26	69
Charleston	Kanawha	49	26	75
Karpers Ferry	Jefferson	48	26	74
Huntington	Cabell	43	26	69
Morgantown	Monongalia	46	26	72
Wheeling	Ohio	41	26	67
WISCONSIN				
Brookfield	Waukesha	50	26	76
Eau Claire	Eau Claire	48	26	74
Green Bay	Brown	45	26	71
Revaunee	Revaunee	58	26	84
La Crosse	La Crosse	48	26	74
Lake Geneva	Walworth	75	26	101
Madison	Dane	56	26	82
Milwaukee	Milwaukee	55	26	81
Minocqua/Rhineland	Oneida	45	26	71
Richicot	Manitowoc	55	26	81
Oshkosh	Winnebago	53	26	79
Sturgeon Bay	Door	46	26	72
Wausau	Marathon	48	26	74
Wautoma	Waushara	46	26	72
Wisconsin Dells	Columbia	45	26	71
WYOMING				
Cheyenne	Laramie	43	26	69
Cody	Park	42	26	68
Gillette	Campbell	42	26	68
Jackson	Yeton	57	26	83
Therapopolis	Hot Springs	41	26	67

- 1/ Unless otherwise specified, the per diem locality is defined as "all locations within, or entirely surrounded by, the corporate limits of the key city, including independent entities located within those boundaries."
- 2/ Per diem localities with county definitions shall include "all locations within, or entirely surrounded by, the corporate limits of the key city as well as the boundaries of the listed counties, including independent entities located within the boundaries of the key city and the listed counties."
- 3/ Military installations or Government-related facilities (whether or not specifically named) that are located partially within the city or county boundary shall include "all locations that are geographically part of the military installation or Government-related facility, even though part(s) of such activities may be located outside the defined per diem locality."
- 4/ Federal agencies may submit a request to GSA for review of the subsistence cost in a particular city or area where the standard COMUS rate applies when travel to that location is repetitive or on a continuing basis and travelers' experiences indicate that the prescribed rate is inadequate. Other per diem localities listed in this appendix will be surveyed on an annual basis by GSA to determine whether rates are adequate. Requests for subsistence rate adjustments shall be submitted by the agency headquarters office to the General Services Administration, Federal Supply Service, Attn: Travel and Transportation Regulations Staff (FTR), Washington, DC 20406. Agencies should designate an individual responsible for reviewing, coordinating, and submitting to GSA the requests from bureaus, subagencies, etc. Requests for rate adjustments shall include a city designation, a description of the surrounding location involved (county or other defined area) and a recommended rate supported by a statement explaining the circumstances that cause the existing rate to be inadequate. The request also must contain an estimate of the annual number of trips to the location, the average duration of such trips, and the primary purpose of travel to the locations.



Science Applications International Corporation
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Policy/Procedure

TITLE EMPLOYEE BUSINESS EXPENSE - ADDENDUM I	NO. E-1 REV.
APPROVAL J. DENNIS HEIPT, SENIOR VICE PRESIDENT FOR ADMINISTRATION	DATE 11/1/87
<p>Following are three updates to Revision 9 of above-referenced policy dated 4/15/87:</p> <p>Replace Section 5.3.5 on Page 6 of 16 with -</p> <p>5.3.5 Private/Chartered Aircraft - Employees traveling to or from business meetings, while marketing company services, or in support of a contract are not permitted to pilot, nor to utilize another family member to pilot an owned, leased, or chartered aircraft. All air travel should be on regularly scheduled commercial airlines.</p> <p>In those instances where there are no commercial flights available to an airport servicing your destination, or when required by contract, it is permissible to utilize privately owned or leased aircraft if such aircraft are piloted by a commercial pilot and if the traveler has obtained advance written approval for use of the chartered aircraft from the Group Manager. The employee's expense report must explain the need/cause for this form of transportation and be accompanied by the Travel Authorization Form or other evidence of advance written approval by the Group Manager.</p> <p>Reference Section 5.4.3.1, paragraph 2 on Page 7 of 16 -</p> <p>Free collision damage waiver is also available when renting with Hertz in Hawaii and Alaska.</p> <p>Replace Section 7.3, paragraph 3 on Page 14 of 16 with -</p> <p>Business conference meals outside an SAIC facility must be classified as an indirect expense unless allowable per the contract and noted as such in the remarks section of the expense report.</p>	