



UNITED STATES
NUCLEAR REGULATORY COMMISSION
WASHINGTON, D.C. 20555-0001

June 26, 1997

OFFERORS:

SUBJECT: REQUEST FOR PROPOSAL (RFP) NO. RS-RES-97-054 ENTITLED
"ROD BUNDLE HEAT TRANSFER"

Your organization is requested to submit a technical and cost proposal in response to the requirement of this solicitation not later than 3:30 PM EST on July 28, 1997. Please submit two (2) original signed copies of the Standard Form 30, and one (1) original and three (3) copies of both the technical and cost proposals in response to this solicitation.

Your proposal must consist of two (2) parts. The first part is your technical and management approach, and the second part of your proposal is your cost estimate. The cost proposal shall be prepared in accordance with the Standard Form 1411, Contract Pricing Proposal cover sheet and instructions, both of which are included with this solicitation.

For your assistance and guidance in preparation of your proposal, please refer to Section L entitled "Instructions, Conditions, and Notices to Offerors and Quoters." Specific instructions regarding your proposal presentation and format are also contained in Section L.

It is also requested that you complete one (1) copy of the "Representations and Certifications and Other Statements of Offerors or Quoters" which is provided in Section K of the RFP.

Section I of the RFP includes the contract clauses which will be incorporated in the resultant contract (Section I). Some of these clauses may not be applicable depending on the final contract amount.

CAUTION - It should be noted that this solicitation does not commit the Government to pay any costs incurred in the submission of proposals or make necessary studies or designs for the preparation thereof, nor to procure or contract for the services in the enclosed Statement of Work. It is also brought to your attention that the Contracting Officer is the only individual who can legally commit the Government to the expenditure of public funds in connection with this proposed procurement.

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GENERAL PDR

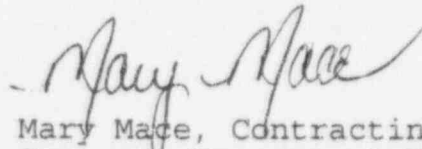


Your response to this solicitation should be sent to the U.S. Nuclear Regulatory Commission, Division of Contracts and Property Management, Contract Management Branch 1, Attn: Ms. Amy Siller, Mail Stop T-7-I-2, Washington, DC 20555. Hand carried proposals should be addressed in accordance with the foregoing and delivered to 11545 Rockville Pike, Rockville, Maryland 20852. Please call 415-7427 from the reception areas for proposal pick-up.

The proposal shall be signed by an official authorized to bind the company, and it shall contain a statement indicating a proposal acceptance period of not less than 60 days.

Should you have any questions, contact Ms. Siller of my staff on (301) 415-6747.

Sincerely,



Mary Mace, Contracting Officer
Contract Management Branch 1
Division of Contracts & Property Mgmt.
Office of Administration

Enclosure:
As stated

BIDDER'S MAILING LIST FOR
SOLICITATION NO: RS-RES-97-054

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(615) 974-2669 (Fax)

SOLICITATION, OFFER AND AWARD

1. This contract is a rated order under DPAS (15 CFR 700) RATING:

2. CONTRACT NO.	3. SOLICITATION NO. RS-RES-97-054	4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)
5. DATE ISSUED 06/26/97	6. REQUISITION/PURCHASE REQ. NO. RS-RES-97-054	
7. ISSUED BY CODE ATTN: RS-RES-97-054 U.S. Nuclear Regulatory Commission Division of Contracts and Property Mgmt: Contract Management Branch 1 Mailstop T-7-I-2 Washington, D.C. 20555	8. ADDRESS OFFER TO (If other than Item 7) Offer must be addressed as shown in Item 7. Handcarried offers (i.e., express mail & delivery services) must be delivered to Item 9 address	

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

SOLICITATION

9. Sealed offers for furnishing the services or supplies in the schedule are due at 3:30 PM, Washington, DC local time on 07/28/97. Offers sent through the U.S. Mail (including U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee) must be addressed to the place specified in Item 7. All hand-carried offers including those made by private delivery services (e.g. Federal Express and Airborne Express) must be delivered to 11545 Rockville Pike, Rockville, Maryland 20852 and received in the depository located in Room T-712 (call 415-7427 from the reception area for proposal pick-up). NRC is a secure facility with perimeter access-control and NRC personnel are not available to receive hand-carried offers except during normal working hours, 7:30 AM - 3:30 PM, Monday through Friday, excluding federal holidays. Offerors should be aware that many private carriers only make deliveries to the central mail room located at 11555 Rockville Pike. All offerors should allow extra time for internal mail distribution or for pick up of hand-carried deliveries.

Offerors should clearly identify the RFP number on the outside wrapper. IFBs should have affixed the Optional Form (OF) 17, "Sealed Bid Label," on the outside wrapper.

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. (See the Provision in Section L, "Proposal Presentation and Format").

10. FOR INFORMATION CALL:	A. NAME: Amy Siller	B. TELEPHONE NO. (Include Area Code) (NO COLLECT CALLS) (301) 415-6747
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X SEC	DESCRIPTION	PAGE(S)
11. TABLE OF CONTENTS		
	DESCRIPTION	
	PART I - THE SCHEDULE	
A	SOLICITATION/CONTRACT FORM	
B	SUPPLIES OR SERVICES AND PRICES/COSTS	
C	DESCRIPTION/SPECIFICATIONS/WORK STATEMENT	
D	PACKAGING AND MARKING	
E	INSPECTION AND ACCEPTANCE	
F	DELIVERIES OR PERFORMANCE	
G	CONTRACT ADMINISTRATION DATA	
H	SPECIAL CONTRACT REQUIREMENTS	
	PART II - CONTRACT CLAUSES	
I	CONTRACT CLAUSES	
	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS	
J	LIST OF ATTACHMENTS	
	PART IV - REPRESENTATIONS AND INSTRUCTIONS	
K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
L	INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS	
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.

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

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)

1 ⁰ CALENDAR DAYS	20 CALENDAR DAYS	30 CALENDAR DAYS	_____ CALENDAR DAYS
_____ %	_____ %	_____ %	_____ %

14. ACKNOWLEDGMENT 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
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SOLICITATION, OFFER AND AWARD
OFFER (CONTINUED)

15A. NAME AND ADDRESS OF OFFEROR	CODE _____	FACILITY _____	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
15B. TELEPHONE NO. (Include Area Code)		15C. CHECK IF REMITTANCE ADDRESS IS [] DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE	
17. SIGNATURE:		18. OFFER DATE:	

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. SUBM 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 & Finance GOV/COM Accounting Section, M/S Washington, D.C. 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.

TABLE OF CONTENTS

PAGE

SOLICITATION, OFFER AND AWARD

PART I - THE SCHEDULE	5
SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS	5
B.1 PROJECT TITLE	5
B.2 BRIEF DESCRIPTION OF WORK (MAR 1987)	5
B.3 CONSIDERATION AND OBLIGATION--COST REIMBURSEMENT	5
(JUN 1988) ALTERNATE I (JUN 1988)	
SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT	6
C.1 Contract Objective	6
C.2 Background	6
C.3 Scope of Work	7
C.3.1 Facility Requirements	9
C.4 NRCAR 2052.215-83 TRAVEL APPROVALS (JAN 1993)	11
SECTION D - PACKAGING AND MARKING	13
D.1 PACKAGING AND MARKING (MAR 1987)	13
SECTION E - INSPECTION AND ACCEPTANCE	14
E.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988)	14
E.2 PLACE OF INSPECTION AND ACCEPTANCE (MAR 1987)	14
SECTION F - DELIVERIES OR PERFORMANCE	15
F.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988)	15
F.2 SCHEDULE FOR DELIVERABLES	15
F.3 NRCAR 2052.212-70 PREPARATION OF TECHNICAL	15
REPORTS (JAN 1993)	
F.4 NRCAR 2052.212-71 TECHNICAL PROGRESS REPORT	16
F.5 2052.212-72 FINANCIAL STATUS REPORT (DEC 1995)	16
F.6 PLACE OF DELIVERY--REPORTS (JUN 1988)	18
F.7 DURATION OF CONTRACT PERIOD (MAR 1987)	19
F.8 RESOLVING NRC CONTRACTOR DIFFERING PROFESSIONAL	19
VIEWS (DPVs)	
SECTION G - CONTRACT ADMINISTRATION DATA	20
G.1 NRCAR 2052.215-71 PROJECT OFFICER AUTHORITY	20
(JAN 1993)	
G.2 NRCAR 2052.215-82 TRAVEL REIMBURSEMENT	22
- ALTERNATE 1 (JAN 1993)	
G.3 NRCAR 2052.216-72 INDIRECT COST RATES	23
- ALTERNATE 1 (JAN 1993)	
G.4 USE OF AUTOMATED CLEARING HOUSE (ACH) ELECTRONIC PAYMEN	23
SECTION H - SPECIAL CONTRACT REQUIREMENTS	25
H.1 NRCAR 2052.209-73 CONTRACTOR ORGANIZATIONAL	25
CONFLICTS OF INTEREST (JAN 1993)	
H.2 NRCAR 2052.210-71 DRAWINGS, DESIGNS, SPECIFICATIONS,	29
AND OTHER DATA (JAN 1993)	

TABLE OF CONTENTS		PAGE
H.3	NRCAR 2052.215-70 KEY PERSONNEL (JAN 1993)	29
H.4	NRCAR 2052.235-70 PUBLICATION OF RESEARCH RESULTS (JAN	30
H.5	NRCAR 2052.235-72 SAFETY, HEALTH, AND FIRE	31
	PROTECTION (JAN 1993)	
H.6	GOVERNMENT FURNISHED EQUIPMENT/PROPERTY - NONE PROVIDED	31
	(JUN 1988)	
H.7	DENIAL OF FEDERAL BENEFITS TO INDIVIDUALS	32
	CONVICTED OF DRUG TRAFFICKING OR POSSESSION (SEP 1990)	
PART II - CONTRACT CLAUSES		33
SECTION I - CONTRACT CLAUSES		33
I.1	52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988)	33
I.2	52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990) . .	35
PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS . . .		37
SECTION J - LIST OF ATTACHMENTS		37
J.1	ATTACHMENTS (MAR 1987)	37
PART IV - REPRESENTATIONS AND INSTRUCTIONS		38
SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND		38
OTHER STATEMENTS OF OFFERORS		
K.1	52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMEN	38
	TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)	
K.2	52.204-3 TAXPAYER IDENTIFICATION (MAR 1994)	39
K.3	52.204-5 WOMEN-OWNED BUSINESS (OCT 1995)	40
K.4	52.204-6 CONTRACTOR IDENTIFICATION NUMBER--DATA UNIVERS	41
	NUMBERING SYSTEM (DUNS) NUMBER (DEC 1996)	
K.5	52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION,	42
	PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS	
	(MAR 1996)	
K.6	52.215-6 TYPE OF BUSINESS ORGANIZATION	43
	(JUL 1987)	
K.7	52.215-11 AUTHORIZED NEGOTIATORS (APR 1984)	44
K.8	52.215-20 PLACE OF PERFORMANCE (APR 1984)	44
K.9	52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS . . .	44
	(JAN 1997)	
K.10	52.222-21 CERTIFICATION OF NONSEGREGATED FACILITIES .	46
	(APR 1984)	
K.11	52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS .	48
	(APR 1984)	
K.12	52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984) . .	48
K.13	52.223-1 CLEAN AIR AND WATER CERTIFICATION (APR 1984)	48
K.14	52.226-2 HISTORICALLY BLACK COLLEGE OR UNIVERSITY AND	49
	MINORITY INSTITUTION REPRESENTATION (MAY 1997)	
K.15	52.227-15 REPRESENTATION OF LIMITED RIGHTS DATA . . .	49
	AND RESTRICTED COMPUTER SOFTWARE (JUN 1987)	
K.16	52.230-1 COST ACCOUNTING STANDARDS NOTICES AND	50
	CERTIFICATION (APR 1996)	

TABLE OF CONTENTS

	PAGE
K.17	NRCAR 2052.209-70 QUALIFICATIONS OF CONTRACT EMPLOYEES (JAN 1993) 54
K.18	NRCAR 2052.209-71 CURRENT/FORMER AGENCY EMPLOYEE INVOLVEMENT (JAN 1993) 54
K.19	NRCAR 2052.209-72 CONTRACTOR ORGANIZATIONAL CONFLICTS OF INTEREST (REPRESENTATION) (JAN 1993) 55
SECTION L	- INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS 57
L.1	52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (JUN 1988) 57
L.2	52.215-41 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (JAN 1997) 57
L.3	52.216-1 TYPE OF CONTRACT (APR 1984) 59
L.4	52.233-2 SERVICE OF PROTEST (AUG 1996) 59
L.5	NRCAR 2052.215-74 TIMELY RECEIPT OF PROPOSALS (JAN 1993) 60
L.6	NRCAR 2052.215-75 AWARD NOTIFICATION AND COMMITMENT OF PUBLIC FUNDS (JAN 1993) 60
L.7	SUBMISSION OF QUESTIONS BY OFFERORS 60
L.8	2052.215-77 PROPOSAL PRESENTATION AND FORMAT (DEC 1995) 61
L.9	NRCAR 2052.216-70 LEVEL OF EFFORT (JAN 1993) 65
L.10	NRCAR 2052.222-70 NONDISCRIMINATION BECAUSE OF AGE (JAN 1993) 65
L.11	ACCEPTANCE PERIOD (MAR 1987) 65
L.12	SUBCONTRACTING PROGRAM PLAN FOR UTILIZATION OF SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS CONCERNS (JUN 1991) 65
L.13	ESTIMATED DURATION (JUN 1988) 66
L.14	USE OF AUTOMATED CLEARING HOUSE (ACH) ELECTRONIC PAYMENT/PERMITTANCE ADDRESS 66
SECTION M	- EVALUATION FACTORS FOR AWARD 67
M.1	52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (JUN 1988) 67
M.2	NRCAR 2052.215.84 CONTRACT AWARD AND EVALUATION OF PROPOSALS - TECHNICAL MERIT MORE IMPORTANT THAN COST (JAN 1993) 67
M.3	EVALUATION CRITERIA 68
M.3.1	Technical Approach (40) 68
M.3.2	Personnel Qualification/Experience (25) 68
M.3.3	Infrastructure, Management and Cost Control (20) 68
M.3.4	Past Performance (15) 68

PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 PROJECT TITLE

The title of this project is as follows:

Rod Bundle Heat Transfer

[End of Clause]

B.2 BRIEF DESCRIPTION OF WORK (MAR 1987)

Define the nature & source of limitations in current models used in best-estimate thermal hydraulic codes for reflood heat transfer; generate fundamental data & information to support development of improve multi-field models that will allow more physical, accurate modeling of low pressure boiling & heat transfer, axial void profile (particularly interfacial area and drag), and reflooding of rod bundles (particularly precursory cooling above the quench front).

[End of Clause.]

B.3 CONSIDERATION AND OBLIGATION--COST REIMBURSEMENT
(JUN 1988) ALTERNATE I (JUN 1988)

- (a) The total estimated cost to the Government for full performance under this contract is ____*____.
- (b) The amount presently obligated by the Government with respect to this contract is ____*____.
- (c) It is estimated that the amount currently allotted will cover performance through ____*____.

[End of Clause]

*To be incorporated into any resultant contract

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**C.1 Contract Objective**

Define the nature and source of limitations in current models used in best-estimate thermal hydraulic codes for reflood heat transfer; generate fundamental data and information to support development of improved multi-field models that will allow more physical, accurate modeling of low pressure boiling and heat transfer, axial void profile (particularly interfacial area and drag), and reflooding of rod bundles (particularly precursory cooling above the quench front).

C.2 Background

In the event of a loss-of-coolant accident (LOCA), emergency core coolant water is fed into the vessel through the downcomer into the lower plenum and subsequently to the bottom of the core. As primary fluid leaves the break during blowdown the core may become partially or totally uncovered depending on the size of the break. In the event of a break with sufficient loss of inventory, the coolant may only partially cover the core, with a region above the liquid level cooled by steam boiled from the two phase mixture level below. For large breaks or high reflood rates, film boiling may exist above the liquid quench front region. During film boiling or steam or dispersed flow cooling of the core, rod surface temperature will rise until the coolant heat transfer capability matches the decay heat generated within the rods. Eventually, continued emergency core cooling system (ECCS) injection will decrease rod surface temperature to the point that the fuel elements can quench and the core will reflood.

Fuel rods experience different heat transfer regimes during a LOCA transient and different regimes occur simultaneously in different regions of the core. These regimes include convection to liquid, nucleate boiling, transition boiling, dispersed and annular film boiling, radiation, and steam cooling. The local heat transfer from the rods is influenced by the local flow velocity and heat transfer regime and requires simultaneous prediction of both fluid and heat transfer behavior. The geometry of the rod bundle allows for crossflow between channels and grid spacers can alter both the heat transfer and flow characteristics. Local and global multidimensional effects are important with respect to radiation to unheated guide tubes, chimney induced cross flows, spacer grid induced turbulent mixing and variation in bundle powers and individual rod powers due to normal fuel loading schemes.

The cladding temperature gradients near the quench front are very high. Above the quench front is a dispersed flow regime which can

C.2 (Continued)

lead to significant precursor heat removal from the cladding and can limit the peak cladding temperature during reflood. These two effects dominate the rewet process. Which is more significant depends on the reflood rate.

Modeling of core uncover and rewetting in systems codes has suffered from numerous difficulties: use of models correlated to particular data set(s), limitations in range and conditions of applicability, discontinuities in physical models, improper modeling of void profile which has often led to introducing compensating errors in heat transfer, unphysical treatment of thermal nonequilibrium conditions, numerical instabilities associated with coarse nodalization of the core region and unstable calculation of flashing and condensation. At low pressure, two-phase systems tend to be unstable because manometric effects, density wave instabilities, chugging, and instabilities induced by flashing and condensation. Flow and void generation are closely coupled in two-phase natural circulation and because of the large density ratio between the liquid and the vapor, small fluctuation in heat transfer result in significant void and flow oscillations.

Currently, the NRC does not have a rod bundle heat transfer facility as its disposal. This is intended to partially alleviate that deficiency. Improved modeling capabilities resulting from this work will be implemented into the consolidated TRAC code that will concurrently be modernized and incorporate modeling features currently found in the RELAP5, TRAC-BWR and RAMONA codes. Future utilization of this code will include audit support for increased power rating, risk-informed regulation, analysis of operating events, simulator benchmarking, and addressing issues that are facing the industry domestically and internationally.

The intention is to build upon past experimental work but to obtain improved test data. Therefore, the work must take account of experimental programs conducted in at least the following facilities:

- FRIGG (Sweden)
- Thermal Hydraulic Experimental Facility (INEL)
- FLECHT (Westinghouse)
- THTH (ORNL)
- Lehigh
- PERICLES (France)
- CCTF, SCTF (Japan)

C.3 Scope of Work

Specific requirements include the following:

C.3 (Continued)

- (1) Prepare a preliminary Phenomena Identification and Ranking Table (PIRT) focused on the phenomena that govern core uncover and recovery at low (1 bar to 4 bar) pressure based on expert judgment and experience. To the extent practicable, this should consider BWR conditions as well as PWR. The ranking of phenomena should identify those phenomena that dominate the coupled thermal and hydraulic response and which most contribute to uncertainty in modeling by virtue of uncertainty in determining their physical attributes in past experimental programs. Deliverable is a documented PIRT.
- (2) Critical review of the existing experimental data base against phenomena and processes identified in the PIRT to determine information needs. Coverage and deficiencies of the current experimental data base should be elucidated. Deliverable is a literature survey.
- (3) Considering the PIRT, available experimental data, and the existing description of the modeling capability of the current codes (e.g. TRAC- PF1/MOD2, RELAP5/MOD3) as described in the codes' models and correlation and assessment documentation, define information needed for new code modeling capabilities, validation, and assessment of the code.
- (4) Define facility mission on the basis of information needs noted above. Deliverable from 3 and 4 will be the program objective definition.
- (5) Identify first-tier scaling decisions (mass and energy) for the experimental facility.
- (6) On the basis of the PIRT, perform second-tier scaling analysis and (preservation of important local phenomena). Deliverable from 5 and 6 is a scaling report.
- (7) Identify instrumentation requirements necessary to obtain information on phenomena identified in the PIRT as being most important as well as information on mass and energy balances, with particular emphasis on instrumentation types and placement so the data is most useful for model development and assessment. Instrumentation should be nonperturbational to the extent practicable (e.g. cladding thermocouples must be embedded so as to be flush; surface thermocouples must not be used). Where practical, advanced instrumentation techniques should be used (in conjunction with tried and proven methods) to obtain reliable multi-phase mass flow measurements, vapor superheat, droplet size distribution, void fractions, phasic velocities, and other needed information to improve basic modeling of two-phase flow and heat transfer processes. Deliverable is an instrumentation report.

C.3 (Continued)

- (8) Develop a facility input model based on conceptual design. Consider code requirements for experimental data in nodalizing the facility and determining instrumentation locations.
- (9) Draft a test matrix. Deliverable is an annotated test matrix with test objectives and ranges of conditions.

Reports from 1 through 9 may be prepared separately initially but will finally be integrated into a single report. At a draft stage, this report will be subject to peer review.

- (10) Design the facility.
- (11) Construct, perform shakedown testing, and characterize the facility. Heat loss and pressure drop distributions must be quantified. Deliverable from 8 and 9 is a design and characterization report.
- (12) Define test specifications (initial and boundary conditions).
- (13) Generate data and qualify them. Deliverable will be data reports along with data recorded on CDs according to NRC data bank specified format, i.e., Platform-Independent Binary, PIB, file format using XMGR5 plotting and data analysis software. Additionally, a data uncertainty and qualification report will be prepared.
- (14) Analyze the data, integrating them with other relevant data sources.
- (15) Assess new or modified models as implemented in the code for relevant and required data sources. This work will be coordinated within the TRAC development effort and will be subject to peer review. Deliverable will be model description, analysis and assessment report.
- (16) Obtain a final evaluation of the code to predict behavior in the full- scale plant. Deliverable will be final model description, implementation, and scaling report.

C.3.1 Facility Requirements

Basic facility requirements include the following:

The electrical fuel rod simulators must have thermal time constants and physical properties comparable (e.g. within 20%) to prototypic fuel rods including the simulation of fuel thermal capacitance, fuel conductivity, gap conductance, cladding conductance and physical properties, and surface heat transfer properties. Should this not be possible in all

C.3.1 (Continued)

cases, a scaling/similitude and/or separate effects evaluation must be performed to relate the data to prototypic conditions.

Consideration must be given to the rod-to-rod, axial, and radial power distribution to be employed.

The rod bundle array must be sufficiently large and the flow shroud be of such design as to greatly minimize atypical azimuthal boundary distortions. Particular attention must be paid to the shroud design to minimize induced distortions in flow and heat transfer. The shroud should give the appearance of being an adjacent row (or rows) of fuel rod in terms of its heat flux and thermal capacitance.

The rod bundle length must be sufficiently long to be representative of full length scale processes.

Spacer grid design and placement should be of a prototypic design. Upper and lower end fittings should be of a prototypic design. Provision for guide tube and poison rod locations should be of a prototypic design. Rod pitch and diameter should be of a prototypic design.

The rod bundle should be capable of approximately 6% of full power (heat flux approximately 100 kW/m²). This would allow simulation beginning approximately 20 seconds following scram.

The facility design, instrumentation locations and characteristics, test operating conditions including boundary conditions, and experimental data results, must be documented in electronic form, i.e., commercial CAD/CAM format, for archival purposes sufficient for any subsequent analysis, modeling, and code assessment.

There must be the capability to vary the inlet and outlet conditions over the range of conditions expected in the prototype. Top down rewetting resulting from deentrainment in the upper plenum and fall back should be permitted.

The data acquisition systems should have sufficient channels and sufficient recording frequency to measure the phenomena occurring.

The site must have adequate housing for the facility, power supply and support facilities (air, water, and steam, mechanical and electrical shops) and personnel (mechanical and electrical technicians).

A facility model should be developed for the consolidated TRAC code at an early stage in the process. This will be used to help guide the planning of the experimental test section and

C.3.1 (Continued)

in understanding the code calculational performance.

A parametric test matrix should be carried out that encompasses at least the following: pressure, heat flux, inlet subcooling, mass flux. A test matrix on the order of 50 to 100 reportable tests is envisaged.

An ideal facility would include the following attributes:

- o Full height.
- o Pressure to approximately 1 MPa for low pressure reflood and boiloff data. The possibility to extend the pressure capability to approximately 10 MPa should be examined from the perspective of cost and benefit.
- o Capability to simulate reflood rates ranging from low (< 1 inch per second) characteristic of degraded low pressure ECC injection to high (approximately 6 inches per second) characteristic of accumulator injection.
- o At least full bundle geometry (i.e. 14 x 14, 15 x 15, 16 x 16 or 17 x 17 type PWR arrays with guide tubes included or 8 x 8 or 9 x 9 type BWR arrays).
- o Temperature capability approaching 1200 K.
- o Ability to obtain overall mass and energy balance, pressure, distributed fluid (vapor and liquid) and structure temperature measurements, measure void fraction as a function of elevation, vapor temperature, local void fraction, droplet size distribution.

The proposed facility may differ from the example given above. Differences should be justified based on scaling arguments and cost/benefit determinations. In particular, it may not be possible to obtain a single facility that can best accommodate the range of features described above. Rather a combination of more than one facility may be preferable, starting from a simpler facility that would maximize the use of optical instruments and detailed measurements of the vapor and liquid phases and leading to a larger, higher pressure facility.

[End of Clause]

C.4 NRCAR 2052.215-83 TRAVEL APPROVALS (JAN 1993)

C.4 (Continued)

- (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 must be in compliance with FAR 52.247-63 Preference for U.S. Flag Air Carriers. Foreign travel approval must 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 ensure acceptance by common carrier and safe delivery at destination. Containers and closures shall comply with the Interstate Commerce Commission Regulations, Uniform Freight Classification Rules, or regulations of other carriers as applicable to the mode of transportation. On the front of the package, the contractor shall clearly identify the contract number under which the product is being provided.

[End of Clause]

SECTION E - INSPECTION AND ACCEPTANCE

E.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (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.

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	TITLE	DATE
52.246-8	INSPECTION OF RESEARCH AND DEVELOPMENT - COST-REIMBURSEMENT Alternate I (APR 1984)	APR 1984

[End of Clause]

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

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

[End of Clause]

SECTION F - DELIVERIES OR PERFORMANCE

F.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (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.

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	TITLE	DATE
52.242-15	STOP-WORK ORDER Alternate I (APR 1984)	AUG 1989

[End of Clause]

F.2 SCHEDULE FOR DELIVERABLES

All times are from effective date of contract.

Task	Elapsed Time
1.	1 month
2.	5 months
3.	6 months
4.	6 months
5.	9 months
6.	9 months
7.	9 months
8.	9 months
9.	9 months
10.	12 months
11.	18 months
12.	18 months
13.	42 months
14.	42 months
15.	48 months
16.	48 months

F.3 NRCAR 2052.212-70 PREPARATION OF TECHNICAL REPORTS (JAN 1993)

F.3 (Continued)

All technical reports required by Section C and all Technical Progress Reports required by Section F are to be prepared in accordance with the attached Management Directive 3.8, "Unclassified Contractor and Grantee Publications in the NUREG Series." Management Directive 3.8 is not applicable to any Contractor Spending Plan (CSP) and any Financial Status Report that may be included in this contract. (See Section J for List of Attachments).

[End of Clause]

F.4 NRCAR 2052.212-71 TECHNICAL PROGRESS REPORT

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

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

[End of Clause]

F.5 2052.212-72 FINANCIAL STATUS REPORT (DEC 1995)

The contractor shall provide a monthly Financial Status Report to the project officer and the contracting officer. Also, whenever the report reference the acquisition of, or changes in status of, property valued at the time of purchase at \$50,000 or more, send a copy of the report to the Chief, Property Management Branch, Division of Facilities and Property Management, Office of Administration. The report is due within 15 calendar days after the end of the report period and shall identify the title of the project, the contract number, job code, project manager and/or

F.5 (Continued)

principal investigator, the contract period or performance, and the period covered by the report. Each report must include the following for each discrete task:

- (a) Total estimated contract amount.
- (b) Total funds obligated to date.
- (c) Total costs incurred this reporting period.
- (d) Total costs incurred to date.
- (e) Detail of all direct and indirect costs incurred during the reporting period for the entire contract or each task, if it is a task ordering contract.
- (f) Balance of obligations remaining.
- (g) Balance of funds required to complete contract/task order.
- (h) Contractor Spending Plan (CSP) status:
 - (1) Projected percentage of completion cumulative through the report period for the project/task order as reflected in the current CSP.
 - (2) Indicate if there has been a significant change in the original CSP projection in either dollars or percentage of completion. Identify the change, the reasons for the change, whether there is any projected overrun, and when additional funds would be required. If there have been no changes to the original NRC-approved CSP projections, a written statement to that effect is sufficient in lieu of submitting a detailed response to item h.
 - (3) A revised CSP is required with the Financial Status Report whenever the contractor or the contracting officer has reason to believe that the total cost for performance of this contract will be either greater or substantially less than what had been previously estimated.
- (i) Property status:
 - (1) List property acquired for the project during the month with an acquisition cost of \$500 or more and less than \$50,000. Give the item number for the specific piece of equipment.
 - (2) List property acquired for the project during the month with an acquisition cost of \$50,000 or more. Provide the following information for each item of property: item

F.5 (Continued)

description or nomenclature, manufacturer, model number, serial number, acquisition cost, and receipt date. If no property was acquired during the month, include a statement to that effect. Note: The same information shall be provided for any component or peripheral equipment which is part of a "system or system unit."

- (3) For multi-year projects, in the September monthly financial status report provide a cumulative listing of property with an acquisition cost of \$50,000 or more (\$5,000 or more if purchased prior to October 1, 1995) showing the above information.
- (4) In the final monthly status report provide a closeout property report containing the same elements as described above for the monthly financial status reports, for all property purchased with NRC funds regardless of value unless title has been vested in the contractor. If no property was acquired under the contract, provide a statement to that effect. The report should note any property requiring special handling for security, health, safety, or other reasons as part of the report.

(j) Travel status:

List the starting and end dates for each trip, the starting point and destination, and the traveler(s) for each trip.

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

[End of Clause]

F.6 PLACE OF DELIVERY--REPORTS (JUN 1988)

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

- (a) Project Officer (Orig + 2 copies)

_____*____

- (b) Contracting Officer (1 copy)

F.6 (Continued)

[End of Clause]

F.7 DURATION OF CONTRACT PERIOD (MAR 1987)

This contract shall commence on ____*____ and will expire on ____*____.

[End of Clause]

F.8 RESOLVING NRC CONTRACTOR DIFFERING PROFESSIONAL VIEWS (DPVs)

The Nuclear Regulation Commission's (NRC) policy is to support the contractor's expression of professional health and safety related concerns associated with the contractor's work for NRC that (1) may differ from a prevailing NRC staff view, (2) disagree with an NRC decision or policy position, or (3) take issue with proposed or established agency practices. An occasion may arise when an NRC contractor, contractor's personnel, or subcontractor personnel believes that a conscientious expression of a competent judgement is required to document such concerns on matters directly associated with its performance of the contract. The procedure that will be used provides for the expression and resolution of differing professional views (DPVs) of health and safety related concerns associated with the mission of the agency by NRC contractors, contractor personnel or subcontractor personnel on matters directly associated with its performance of the contract, may be found in Section J of the solicitation. The contractor shall provide a copy of the NRC DPV procedure to all of its employees performing under this contract and to all subcontractors who shall, in turn, provide a copy of the procedure to its employees. NOTE: The prime contractor or subcontractor shall submit all DPV's received by need not endorse them.

[End of Clause]

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 NRCAR 2052.215-71 PROJECT OFFICER AUTHORITY
(JAN 1993)

- (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 is subject to the technical direction of the NRC project officer. The term technical direction is defined to include the following:
- (1) Technical direction to the contractor which shifts work emphasis between areas of work or tasks, 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 drawings, specifications, and technical information to be delivered by the contractor to the Government under the contract.
- (c) Technical direction must be within the general statement of work stated in the contract. The project officer does not have the authority to and may not issue any technical direction which:
- (1) Constitutes an assignment of work outside the general scope of the contract.
 - (2) Constitutes a change as defined in the "Changes" clause of this contract.
 - (3) In any way causes an increase or decrease in the total

G.1 (Continued)

estimated contract cost, the fixed fee, if any, or the time required for contract performance.

- (4) Changes any of the expressed terms, conditions, or specifications of the contract.
 - (5) Terminates the contract, settles any claim or dispute arising under the contract, or issues any unilateral directive whatever.
- (d) All technical directions must be issued in writing by the project officer or must be confirmed by the project officer in writing within ten (10) working days after verbal issuance. A copy of the written direction must be furnished to the contracting officer.
 - (e) The contractor shall proceed promptly with the performance of technical directions duly issued by the project officer in the manner prescribed by this clause and within the project officer's authority under the provisions of this clause.
 - (f) If, in the opinion of the contractor, any instruction or direction issued by the project officer is within one of the categories as defined in paragraph (c) of this section, the contractor may not proceed but shall notify the contracting officer in writing within five (5) working days after the receipt of any instruction or direction and shall request the contracting officer to modify the contract accordingly. Upon receiving the notification from the contractor, the contracting officer shall issue an appropriate contract modification or advise the contractor in writing that, in the contracting officer's opinion, the technical direction is within the scope of this article and does not constitute a change under the "Changes" clause.
 - (g) Any unauthorized commitment or direction issued by the project officer may result in an unnecessary delay in the contractor's performance and may even result in the contractor expending funds for unallowable costs under the contract.
 - (h) A failure of the parties to agree upon the nature of the instruction or direction or upon the contract action to be taken with respect there to is subject to FAR 52.233-1 - Disputes.
 - (i) In addition to providing technical direction as defined in paragraph (b) of the section, the project officer shall:
 - (1) Monitor the contractor's technical progress, including surveillance and assessment of performance, and recommend to the contracting officer changes in requirements.

G.1 (Continued)

estimated contract cost, the fixed fee, if any, or the time required for contract performance.

- (4) Changes any of the expressed terms, conditions, or specifications of the contract.
 - (5) Terminates the contract, settles any claim or dispute arising under the contract, or issues any unilateral directive whatever.
- (d) All technical directions must be issued in writing by the project officer or must be confirmed by the project officer in writing within ten (10) working days after verbal issuance. A copy of the written direction must be furnished to the contracting officer.
 - (e) The contractor shall proceed promptly with the performance of technical directions duly issued by the project officer in the manner prescribed by this clause and within the project officer's authority under the provisions of this clause.
 - (f) If, in the opinion of the contractor, any instruction or direction issued by the project officer is within one of the categories as defined in paragraph (c) of this section, the contractor may not proceed but shall notify the contracting officer in writing within five (5) working days after the receipt of any instruction or direction and shall request the contracting officer to modify the contract accordingly. Upon receiving the notification from the contractor, the contracting officer shall issue an appropriate contract modification or advise the contractor in writing that, in the contracting officer's opinion, the technical direction is within the scope of this article and does not constitute a change under the "Changes" clause.
 - (g) Any unauthorized commitment or direction issued by the project officer may result in an unnecessary delay in the contractor's performance and may even result in the contractor expending funds for unallowable costs under the contract.
 - (h) A failure of the parties to agree upon the nature of the instruction or direction or upon the contract action to be taken with respect there to is subject to FAR 52.233-1 - Disputes.
 - (i) In addition to providing technical direction as defined in paragraph (b) of the section, the project officer shall:
 - (1) Monitor the contractor's technical progress, including surveillance and assessment of performance, and recommend to the contracting officer changes in requirements.

G.1 (Continued)

- (2) Assist the contractor in the resolution of technical problems encountered during performance.
- (3) Review all costs requested for reimbursement by the contractor and submit to the contracting officer recommendations for approval, disapproval, or suspension of payment for supplies and services required under this contract.

[End of Clause]

*To be incorporated into any resultant contract

**G.2 NRCAR 2052.215-82 TRAVEL REIMBURSEMENT
- ALTERNATE 1 (JAN 1993)**

- (a) The contractor is encouraged to use Government contract airlines, AMTRAK rail services, and discount hotel/motel properties in order to reduce the cost of travel under this contract. The contracting officer shall, upon request, provide each traveler with a letter of identification which is required in order to participate in this program. The Federal Travel Directory (FTD) identifies carriers, contract fares, schedules, payment conditions, and hotel/motel properties which offer their services and rates to Government contractor personnel traveling on official business under this contract. The FTD, which is issued monthly, may be purchased from the U.S. Government Printing Office, Washington, DC 20402.
- (b) The contractor will be reimbursed for reasonable travel costs incurred directly and specifically in the performance of this contract. The cost limitations for travel costs are determined in accordance with the specific travel regulations cited in FAR 31.205-46, as are in effect on the date of the trip. Travel costs for research and related activities performed at State and nonprofit institutions, in accordance with Section 12 of Pub. L. 100-679, shall be charged in accordance with the contractor's institutional policy to the degree that the limitations of Office of Management and Budget (OMB) guidance are not exceeded. Applicable guidance documents include OMB Circular A-87, Cost Principles for State and Local Governments; OMB Circular A-122, Cost Principles for Nonprofit Organizations; and OMB Circular A-21, Cost Principles for Educational Institutions.

G.2 (continued)

(c) When the Government changes the Federal Travel Regulations, or other applicable regulations, it is the responsibility of the contractor to notify the contracting officer in accordance with the Limitations of Cost clause of this contract if the contractor will be unable to make all of the approved trips and remain within the cost and fee limitations of this contract due to the changes.

(End of Clause)

G.3 NRCAR 20.2.216-72 INDIRECT COST RATES
- ALTERNATE 1 (JAN 1993)

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

*

(End of Clause)

*To be incorporated into any resultant contract

G.4 USE OF AUTOMATED CLEARING HOUSE (ACH) ELECTRONIC PAYMENT

The Debt Collection Improvement Act of 1996 requires that all payments except IRS tax refunds be made by Electronic Funds Transfer. It is the policy of the Nuclear Regulatory Commission to pay vendors by the Automated Clearing House (ACH) electronic funds transfer payment system. The electronic system is known as Vendor Express. Payment shall be made in accordance with FAR 52.232-33, entitled "Mandatory Information for Electronic Funds Transfer Payment".

To receive payment, the contractor shall complete the "Company Information" portion of the Standard Form 3881, entitled "ACH Vendor/Miscellaneous Payment Enrollment Form" found in Section J. The contractor shall take the form to the ACH Coordinator at the financial institution that maintains its company's bank account. The contractor shall discuss with the ACH Coordinator how the payment identification information (addendum record) will be passed to them once the payment is received by the financial institution. To ensure that adequate payment information will be available to the contractor, the contractor should inform the financial institution that the addendum record must not be stripped from the payment. Further information concerning the

G.4 (Continued)

addendum is provided at Attachment 7. The ACH Coordinator should fill out the "Financial Institution Information" portion of the form and return it to the Office of the Controller at the following address: Nuclear Regulatory Commission, Division of Accounting and Finance, Financial Operations Section, Mail Stop T-9-H-4, Washington, DC 20555, ATTN: ACH/Vendor Express. It is the responsibility of the contractor to ensure that the financial institution returns the completed form to the above-cited NRC address. If the contractor can provide the financial information, signature of the financial institution's ACH Coordinator is not required. The NRC is under no obligation to send reminders. Only after the Office of the Controller has processed the contractor's sign-up form will the contractor be eligible to receive payments.

Once electronic funds transfer is established for payments authorized by NRC, the contractor needs to submit an additional SF 3881 only to report changes to the information supplied.

Questions concerning ACH/Vendor Express should be directed to the Financial Operations staff at (301) 415-7520."

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 NRCAR 2052.209-73 CONTRACTOR ORGANIZATIONAL
CONFLICTS OF INTEREST (JAN 1993)

- (a) Purpose. The primary purpose of this clause is to aid in ensuring that the contractor:
- (1) Is not placed in a conflicting role because of current or planned interests (financial, contractual, organizational, or otherwise) which relate to the work under this contract; and
 - (2) Does not obtain an unfair competitive advantage over other parties by virtue of its performance of this contract.
- (b) Scope. The restrictions described apply to performance or participation by the contractor, as defined in 48 CFR 2009.570-2 in the activities covered by this clause.
- (c) Work for others.
- (1) Notwithstanding any other provision of this contract, during the term of this contract the contractor agrees to forego entering into consulting or other contractual arrangements with any firm or organization, the result of which may give rise to a conflict of interest with respect to the work being performed under this contract. The contractor shall ensure that all employees under this contract abide by the provision of this clause. If the contractor has reason to believe with respect to itself or any employee that any proposed consultant or other contractual arrangement with any firm or organization may involve a potential conflict of interest, the contractor shall obtain the written approval of the contracting officer before the execution of such contractual arrangement.
 - (2) The contractor may not represent, assist, or otherwise support an NRC licensee or applicant undergoing an NRC audit, inspection, or review where the activities that are the subject of the audit, inspection or review are the same as or substantially similar to the services within the scope of this contract (or task order as appropriate), except where the NRC licensee or applicant requires the contractor's support to explain or defend the contractor's prior work for the utility or other entity which NRC questions.

H.1 (Continued)

- (3) When the contractor performs work for the NRC under this contract at any NRC licensee or applicant site, the contractor shall neither solicit nor perform work in the same or similar technical area for that licensee or applicant organization for a period commencing with the award of the task order or beginning of work on the site (if not a task order contract) and ending one year after completion of all work under the associated task order, or last time at the site (if not a task order contract).
 - (4) When the contractor performs work for the NRC under this contract at any NRC licensee or applicant site,
 - (i) The contractor may not solicit work at that site for that licensee or applicant during the period of performance of the task order or the contract, as appropriate.
 - (ii) The contractor may not perform work at that site for that licensee or applicant during the period of performance of the task order or the contract, as appropriate, and for one year thereafter.
 - (iii) Notwithstanding the foregoing, the contracting officer may authorize the contractor to solicit or perform this type of work (except work in the same or similar technical area) if the contracting officer determines that the situation will not pose a potential for technical bias or unfair competitive advantage.
- (d) Disclosure after award.
- (1) The contractor warrants that to the best of its knowledge and belief, and except as otherwise set forth in this contract, it does not have any organizational conflicts of interest as defined in 48 CFR 2009.570-2.
 - (2) The contractor agrees that, if after award, it discovers organizational conflicts of interest with respect to this contract, it shall make an immediate and full disclosure in writing to the contracting officer. This statement must include a description of the action which the contractor has taken or proposes to take to avoid or mitigate such conflicts. The NRC may, however, terminate the contract if termination is in the best interest of the government.
 - (3) It is recognized that the scope of work of a task-order-type contract necessarily encompasses a broad

H.1 (Continued)

spectrum of activities. Consequently, if this is a task-order-type contract, the contractor agrees that it will disclose all proposed new work involving NRC licensees or applicants which comes within the scope of work of the underlying contract. Further, if this contract involves work at a licensee or applicant site, the contractor agrees to exercise diligence to discover and disclose any new work at that licensee or applicant site. This disclosure must be made before the submission of a bid or proposal to the utility or other regulated entity and must be received by the NRC at least 15 days before the proposed award date in any event, unless a written justification demonstrating urgency and due diligence to discover and disclose is provided by the contractor and approved by the contracting officer. The disclosure must include the statement of work, the dollar value of the proposed contract, and any other documents that are needed to fully describe the proposed work for the regulated utility or other regulated entity. NRC may deny approval of the disclosed work only when the NRC has issued a task order which includes the technical area and, if site-specific, the site, or has plans to issue a task order which includes the technical area and, if site-specific, the site, or when the work violates paragraphs (c) (2), (c) (3) or (c) (4) of this section.

(e) Access to and use of information.

- (1) If in the performance of this contract, the contractor obtains access to information, such as NRC plans, policies, reports, studies, financial plans, internal data protected by the Privacy Act of 1974 (5 U.S.C. Section 552a (1988)), or the Freedom of Information Act (5 U.S.C. Section 552 (1986)), the contractor agrees not to:
 - (i) Use this information for any private purpose until the information has been released to the public;
 - (ii) Compete for work for the Commission based on the information for a period of six months after either the completion of this contract or the release of the information to the public, whichever is first;
 - (iii) Submit an unsolicited proposal to the Government based on the information until one year after the release of the information to the public; or
 - (iv) Release the information without prior written approval by the contracting officer unless the information has previously been released to the

H.1 (Continued)

public by the NRC.

- (2) In addition, the contractor agrees that, to the extent it receives or is given access to proprietary data, data protected by the Privacy Act of 1974 (5 U.S.C. Section 552a (1988)), or the Freedom of Information Act (5 U.S.C. Section 552 (1986)), or other confidential or privileged technical, business, or financial information under this contract, the contractor shall treat the information in accordance with restrictions placed on use of the information.
- (3) Subject to patent and security provisions of this contract, the contractor shall have the right to use technical data it produces under this contract for private purposes provided that all requirements of this contract have been met.
- (f) Subcontracts. Except as provided in 48 CFR 2009.570-2, the contractor shall include this clause, including this paragraph, in subcontracts of any tier. The terms contract, contractor, and contracting officer, must be appropriately modified to preserve the Government's rights.
- (g) Remedies. For breach of any of the above restrictions, or for intentional nondisclosure or misrepresentation of any relevant interest required to be disclosed concerning this contract or for such erroneous representations that necessarily imply bad faith, the Government may terminate the contract for default, disqualify the contractor from subsequent contractual efforts, and pursue other remedies permitted by law or this contract.
- (h) Waiver. A request for waiver under this clause must be directed in writing to the contracting officer in accordance with the procedures outlined in 48 CFR 2009.570-9.
- (i) Follow-on effort. The contractor shall be ineligible to participate in NRC contracts, subcontracts, or proposals therefor (solicited or unsolicited), which stem directly from the contractor's performance of work under this contract. Furthermore, unless so directed in writing by the contracting officer, the contractor may not perform any technical consulting or management support services work or evaluation activities under this contract on any of its products or services or the products or services of another firm if the contractor has been substantially involved in the development or marketing of the products or services.
- (j) If the contractor, under this contract, prepares a complete or essentially complete statement of work or

H.1 (Continued)

specifications, the contractor is not eligible to perform or participate in the initial contractual effort which is based on the statement of work or specifications. The contractor may not incorporate its products or services in the statement of work or specifications unless so directed in writing by the contracting officer, in which case the restrictions in this paragraph do not apply.

- (2) Nothing in this paragraph precludes the contractor from offering or selling its standard commercial items to the Government.

[End of Clause]

H.2 NRCAR 2052.210-71 DRAWINGS, DESIGNS, SPECIFICATIONS, AND OTHER DATA (JAN 1993)

All drawings, sketches, designs, design data, specifications, notebooks, technical and scientific data, and all photographs, negatives, reports, findings, recommendations, other 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. Inspection of the proper facilities must be afforded the Commission by the contractor and its subcontractors. These data 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 as the contracting officer may direct during the progress of the work or 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.3 NRCAR 2052.215-70 KEY PERSONNEL (JAN 1993)

- (a) The following individuals are considered to be essential to the successful performance of the work hereunder:

*

H.3 (Continued)

The contractor agrees that personnel may not be removed from the contract work or replaced without compliance with paragraphs (b) and (c) of this section.

- (b) If one or more of the key personnel, for whatever reason, becomes, or is expected to become, unavailable for work under this contract for a continuous period exceeding 30 work days, or is expected to devote substantially less effort to the work than indicated in the proposal or initially anticipated, the contractor shall immediately notify the contracting officer and shall, subject to the concurrence of the contracting officer, promptly replace the personnel with personnel of at least substantially equal ability and qualifications.
- (c) Each request for approval of substitutions must be in writing and contain a detailed explanation of the circumstances necessitating the proposed substitutions. The request must also contain a complete resume for the proposed substitute and other information requested or needed by the contracting officer to evaluate the proposed substitution. The contracting officer or his/her authorized representative shall evaluate the request and promptly notify the contractor of his or her approval or disapproval in writing.
- (d) If the contracting officer determines that suitable and timely replacement of key personnel who have been reassigned, terminated, or have otherwise become unavailable for the contract work is not reasonably forthcoming, or that the resultant reduction of productive effort would be so substantial as to impair the successful completion of the contract or the service order, the contract may be terminated by the contracting officer for default or for the convenience of the Government, as appropriate. If the contracting officer finds the contractor at fault for the condition, the contract price or fixed fee may be equitably adjusted downward to compensate the Government for any resultant delay, loss, or damage.

[End of Clause]

*To be incorporated into any resultant contract

H.4 NRCAR 2052.235-70 PUBLICATION OF RESEARCH RESULTS (JAN 1993)

- (a) The principal investigator(s)/contractor shall comply with the provisions of NRC Handbook 3.8 (formerly MC 3202) and NRC Manual Chapter 3206 regarding publication in refereed scientific and engineering journals or dissemination to the public of any information, oral or written, concerning the work performed under this contract. Failure to comply with this clause shall be grounds for termination of this contract.

H.4 (Continued)

- (b) The principal investigator(s)/contractor may publish the results of this work in refereed scientific and engineering journals or in open literature and present papers at public or association meetings at interim stages of work, in addition to submitting to NRC the final reports and other deliverables required under this contract. However, such publication and papers shall focus on advances in science and technology and minimize conclusions and/or recommendations which may have regulatory implications.
- (c) Prior to any such publication, the contractor shall submit the proposed publication to the NRC Contracting Officer and Project Officer for review and approval.

[End of Clause]

H.5 NRCAR 2052.235-72 SAFETY, HEALTH, AND FIRE PROTECTION (JAN 1993)

The contractor shall take all reasonable precautions in the performance of the work under this contract to protect the health and safety of its employees and of members of the public, including NRC employees and contractor personnel, and to minimize danger from all hazards to life and property 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, this type of work stoppage.

[End of Clause]

H.6 GOVERNMENT FURNISHED EQUIPMENT/PROPERTY - NONE PROVIDED (JUN 1988)

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

[End of Clause]

H.7 DENIAL OF FEDERAL BENEFITS TO INDIVIDUALS
CONVICTED OF DRUG TRAFFICKING OR POSSESSION (SEP 1990)

In the event that an award is made to an individual, Section 5301 of the Anti-Drug Abuse Act of 1988 (P.L. 100-690) may be cause for denial of specific benefits to individuals convicted of drug trafficking or possession.

[End of Clause]

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (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.

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	TITLE	DATE
52.202-1	DEFINITIONS	OCT 1995
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL 1995
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1996
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JAN 1990
52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	JUN 1996
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL 1995
52.215-2	AUDIT AND RECORDS--NEGOTIATION	AUG 1996
52.215-22	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	OCT 1995
52.215-24	SUBCONTRACTOR COST OR PRICING DATA	OCT 1995
52.215-27	TERMINATION OF DEFINED BENEFIT PENSION PLANS	MAR 1996
52.215-33	ORDER OF PRECEDENCE	JAN 1986
52.215-39	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS OTHER THAN PENSIONS (PRB)	MAR 1996
52.215-40	NOTIFICATION OF OWNERSHIP CHANGES	FEB 1995
52.216-7	ALLOWABLE COST AND PAYMENT	MAR 1997
52.216-11	COST CONTRACT - NO FEE	APR 1984
52.219-8	UTILIZATION OF SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS CONCERNS	OCT 1995

I.1 (Continued)

NUMBER	TITLE	DATE
52.219-9	SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN Alternate II (MAR 1996)	AUG 1996
52.219-16	LIQUIDATED DAMAGES--SUBCONTRACTING PLAN	OCT 1995
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB 1997
52.222-3	CONVICT LABOR	AUG 1996
52.222-26	EQUAL OPPORTUNITY	APR 1984
52.222-28	EQUAL OPPORTUNITY PREAWARD CLEARANCE OF SUBCONTRACTS	APR 1984
52.222-35	AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS	APR 1984
52.222-36	AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS	APR 1984
52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	JAN 1988
52.223-2	CLEAN AIR AND WATER	APR 1984
52.223-6	DRUG-FREE WORKPLACE	JAN 1997
52.223-14	TOXIC CHEMICAL RELEASING REPORTING	OCT 1996
52.225-11	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	OCT 1996
52.227-1	AUTHORIZATION AND CONSENT Alternate I (APR 1984)	JUL 1995
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG 1996
52.227-12	PATENT RIGHTS - RETENTION BY THE CONTRACTOR (LONG FORM)	JAN 1997
52.227-14	RIGHTS IN DATA - GENERAL Alternate IV (JUN 1987)	JUN 1987
52.227-16	ADDITIONAL DATA REQUIREMENTS	JUN 1987
52.228-7	INSURANCE - LIABILITY TO THIRD PERSONS	MAR 1996
52.230-2	COST ACCOUNTING STANDARDS	APR 1996
52.230-3	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES	APR 1996
52.230-4	CONSISTENCY IN COST ACCOUNTING PRACTICES	AUG 1992
52.230-5	COST ACCOUNTING STANDARDS-- EDUCATIONAL INSTITUTIONS	APR 1996
52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	APR 1996
52.232-17	INTEREST	JUN 1996
52.232-22	LIMITATION OF FUNDS	APR 1984
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986

I.1 (Continued)

NUMBER	TITLE	DATE
52.232-25	PROMPT PAYMENT	MAY 1997
52.232-33	MANDATORY INFORMATION FOR ELECTRONIC FUNDS TRANSFER PAYMENT	AUG 1996
52.233-1	DISPUTES Alternate I (DEC 1991)	OCT 1995
52.233-3	PROTEST AFTER AWARD Alternate I (JUN 1985)	AUG 1996
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR 1984
52.242-3	PENALTIES FOR UNALLOWABLE COSTS	OCT 1995
52.242-13	BANKRUPTCY	JUL 1995
52.243-2	CHANGES - COST-REIMBURSEMENT Alternate V (APR 1984)	AUG 1987
52.244-2	SUBCONTRACTS (COST-REIMBURSEMENT AND LETTER CONTRACTS)	FEB 1997
52.244-5	COMPETITION IN SUBCONTRACTING	DEC 1996
52.245-18	SPECIAL TEST EQUIPMENT	FEB 1993
52.248-1	VALUE ENGINEERING	MAR 1989
52.249-6	TERMINATION (COST-REIMBURSEMENT)	SEP 1996
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

[End of Clause]

I.2 52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

- (a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed \$0.00 or the overtime premium is paid 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

I.2 (Continued)

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]

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>
01	Billing Instructions
02	NRC Contractor Organizational Conflicts of Interest
03	NRC Handbook 3.8
04	Standard Form 1411 with Instructions
05	Contractor Spending Plan (CSP) Instructions
06	Subcontracting Plan
07	Payment Information Form SF 3381 - ACH Payment System
08	Procedures for Resolving NRC Contractor Differing Professional Views

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND
OTHER STATEMENTS OF OFFERORSK.1 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS
TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)

- (a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.
- (b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989--
- (1) No Federal appropriated funds have been paid or will be paid to 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 on his or her behalf in connection with 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) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to 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 on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and
 - (3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.
- (c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who

K.1 (Continued)

fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

[End of Provision]

K.2 52.204-3 TAXPAYER IDENTIFICATION (MAR 1994)

(a) Definitions.

"Common parent," as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Corporate status," as used in this solicitation provision, means a designation as to whether the offeror is a corporate entity, an unincorporated entity (e.g., sole proprietorship or partnership), or a corporation providing medical and health care services.

"Taxpayer Identification Number (TIN)," as used in this solicitation provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns.

- (b) All offerors are required to submit the information required in paragraphs (c) through (e) of this solicitation provision in order to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to the reporting requirements described in FAR 4.903, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) Taxpayer Identification Number (TIN).

TIN: _____.

TIN has been applied for.

TIN is not required because:

- Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the

K.2 (Continued)

U.S.;

- Offeror is an agency or instrumentality of a foreign government;
- Offeror is an agency or instrumentality of a Federal, state, or local government;
- Other. State basis. _____

(d) Corporate Status.

- Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;
- Other corporate entity;
- Not a corporate entity:
- Sole proprietorship
- Partnership
- Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.

- Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause.
- Name and TIN of common parent:
- Name _____
- TIN _____

[End of Provision]

K.3 52.204-5 WOMEN-OWNED BUSINESS (OCT 1995)

- (a) Representation. The offeror represents that it is, is not a women-owned business concern.

K.3 (Continued)

- (b) Definition. "Women-owned business concern," as used in this provision, means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

[End of Provision]

K.4 52.204-6 CONTRACTOR IDENTIFICATION NUMBER--DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (DEC 1996)

- (a) Contractor Identification Number, as used in this provision, means "Data Universal Numbering System (DUNS) number," which is a nine-digit number assigned by Dun and Bradstreet Information Services.
- (b) Contractor identification is essential for complying with statutory contract reporting requirements. Therefore, the offeror is requested to enter, in the block with its name and address on the Standard Form 33 or similar document, the annotation "DUNS" followed by the DUNS number which identifies the offeror's name and address exactly as stated in the offer.
- (c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:
- (1) Company name.
 - (2) Company address.
 - (3) Company telephone number.
 - (4) Line of business.
 - (5) Chief executive officer/key manager.
 - (6) Date the company was started.
 - (7) Number of people employed by the company.
 - (8) Company affiliation.
- (d) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet Home Page at <http://www.dbisna.com/dbis/customer/custlist.htm>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@dbisma.com.

(End of Provision)

**K.5 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS
(MAR 1996)**

- (a) (1) The Offeror certifies, to the best of its knowledge and belief, that--
- (i) The Offeror and/or any of its Principals--
- (A) Are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
- (B) Have () have not (), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
- (C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (A) (1) (i) (B) of this provision.
- (ii) The Offeror has () has not (), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.
- (2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

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

- (b) The Offeror shall provide immediate written notice to the

K.5 (Continued)

Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

[End of Provision]

**K.6 52.215-6 TYPE OF BUSINESS ORGANIZATION
(JUL 1987)**

The offeror or quoter, by checking the applicable box, represents that--

- (a) It operates as a corporation incorporated under the laws of the State of _____, an individual, a partnership, a nonprofit organization, or a joint venture; or
- (b) If the offeror or quoter is a foreign entity, it operates as an individual, a partnership, a nonprofit organization, a joint venture, or a corporation, registered for business in _____ (country).

[End of Provision]

K.7 52.215-11 AUTHORIZED NEGOTIATORS (APR 1984)

The offeror or quoter represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this request for proposals or quotations. [list names, titles, and telephone numbers of the authorized negotiators].

[End of Provision]

K.8 52.215-20 PLACE OF PERFORMANCE (APR 1984)

- (a) The offeror or quoter, in the performance of any contract resulting from this solicitation, [] intends, [] does not intend (check applicable box) to use one or more plants or facilities located at a different address from the address of the offeror or quoter as indicated in this proposal or quotation.
- (b) If the offeror or quoter checks "intends" in paragraph (a) above, it shall insert in the spaces provided below the required information:

Place of Performance (Street Address, City, County, State, Zip Code)	Name and Address of Owner and Operator of the Plant or Facility if Other than Offeror or Quoter
_____	_____
_____	_____
_____	_____
_____	_____

[End of Provision]

K.9 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (JAN 1997)

- (a) (1) The standard industrial classification (SIC) code for this acquisition is 8733.
- (2) The small business size standard is no more than \$5.0 million average annual receipts for an offeror's preceeding 3 fiscal years.
- (3) The small business size standard for a concern which

K.9 (Continued)

submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

- (b) Representations. (1) The offeror represents as part of its offer that it is, is not a small business concern.
- (2) (Complete only if offeror represented itself as a small business concern in block (b)(1) of this section.) The offeror represents as part of its offer that it is, is not a small disadvantaged business concern.
- (3) (Complete only if offeror represented itself as a small business concern in block (b)(1) of this section.) The offeror represents as part of its offer that it is, is not a women-owned small business concern.
- (c) Definitions. "Joint venture," for purposes of a small disadvantaged business (SDB) set-aside or price evaluation preference (as prescribed at 13 CFR 124.321), is a concern that is owned and controlled by one or more socially and economically disadvantaged individuals entering into a joint venture agreement with one or more business concerns and is considered to be affiliated for size purposes with such other concern(s). The combined annual receipts or employees of the concerns entering into the joint venture must meet the applicable size standard corresponding to the SIC code designated for the contract. The majority of the venture's earnings must accrue directly to the socially and economically disadvantaged individuals in the SDB concern(s) in the joint venture. The percentage of the ownership involvement in a joint venture by disadvantaged individuals must be at least 51 percent.

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

"Small disadvantaged business concern," as used in this provision, means a small business concern that (1) is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals, and (2) has its management and daily business controlled by one or more such individuals. This term also means a small business concern

K.9 (Continued)

that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities, which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR part 124.

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

- (1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
 - (2) Whose management and daily business operations are controlled by one or more women.
- (d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
- (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small or small disadvantaged business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--
- (i) Be punished by imposition of a fine, imprisonment, or both;
 - (ii) Be subject to administrative remedies, including suspension and debarment; and
 - (iii) Be ineligible for participation in programs conducted under the authority of the Act.

**K.10 52.222-21 CERTIFICATION OF NONSEGREGATED FACILITIES
(APR 1984)**

- (a) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking

K.10 (Continued)

fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

- (b) By the submission of this offer, the offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract.
- (c) The offeror further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will--
- (1) Obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractor will be subject to the Equal Opportunity clause;
 - (2) Retain the certifications in the files; and
 - (3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR
CERTIFICATIONS OF NONSEGREGATED FACILITIES

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract under which the subcontractor will be subject to the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

[End of Provision]

**K.11 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS
(APR 1984)**

The offeror represents that--

(a) It [] has, [] has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;

(b) It [] has, [] has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

[End of Provision]

K.12 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

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

[End of Provision]

K.13 52.223-1 CLEAN AIR AND WATER CERTIFICATION (APR 1984)

The Offeror certifies that--

(a) Any facility to be used in the performance of this proposed contract is [], is not [] listed on the Environmental Protection Agency (EPA) List of Violating Facilities;

(b) The Offeror will immediately notify the Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the EPA, indicating that any facility that the Offeror proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and

(c) The Offeror will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

[End of Provision]

**K.14 52.226-2 HISTORICALLY BLACK COLLEGE OR UNIVERSITY AND
MINORITY INSTITUTION REPRESENTATION (MAY 1997)**

- (a) Definitions. As used in this provision--Historically Black College or University means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense, the National Aeronautics and Space Administration, and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

Minority Institution means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)) which, for the purpose of this provision, includes a Hispanic-serving institution of higher education as defined in Section 316(b)(1) of the Act (20 U.S.C. 1059c(b)(1)).

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

[] is [] is not a Historically Black College or University;
[] is [] is not a Minority Institution.

[End of Provision]

**K.15 52.227-15 REPRESENTATION OF LIMITED RIGHTS DATA
AND RESTRICTED COMPUTER SOFTWARE (JUN 1987)**

- (a) This solicitation sets forth the work to be performed if a contract award results, and the Government's known delivery requirements for data (as defined in FAR 27.401). Any resulting contract may also provide the Government the option to order additional data under the Additional Data Requirements clause at 52.227-16 of the FAR, if included in the contract. Any data delivered under the resulting contract will be subject to the Rights in Data--General clause at 52.227-14 that is to be included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data in lieu thereof. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor's facility.
- (b) As an aid in determining the Government's need to include any of the aforementioned Alternates in the clause at 52.227-14, Rights in Data--General, the offeror's response to this solicitation shall, to the extent feasible, complete the

K.15 (Continued)

representation in paragraph (b) of this provision to either state that none of the data qualify as limited rights data or restricted computer software, or identify which of the data qualifies as limited rights data or restricted computer software. Any identification of limited rights data or restricted computer software in the offeror's response is not determinative of the status of such data should a contract be awarded to the offeror.

REPRESENTATION CONCERNING DATA RIGHTS

Offeror has reviewed the requirements for the delivery of data or software and states (offeror check appropriate block)--

- None of the data proposed for fulfilling such requirements qualifies as limited rights data or restricted computer software.
- Data proposed for fulfilling such requirements qualify as limited rights data or restricted computer software and are identified as follows:

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

[End of Provision]

K.16 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (APR 1996)

NOTE: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS)

K.16 (Continued)

requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. DISCLOSURE STATEMENT--COST ACCOUNTING PRACTICES AND CERTIFICATION

- (a) Any contract in excess of \$500,000 resulting from this solicitation, except contracts in which the price negotiated is based on (1) established catalog or market prices of commercial items sold in substantial quantities to the general public, or (2) prices set by law or regulation, will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.
- (b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

CAUTION: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

(1) Certificate of Concurrent Submission of Disclosure Statement.

The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and (ii) One copy to the cognizant Federal auditor.

K.16 (Continued)

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: _____

Name and Address of Cognizant ACO or Federal Official where filed:

The offeror further certifies that practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

/__ / (2) Certificate of Previously Submitted Disclosure Statement.

The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____

Name and Address of Cognizant ACO or Federal Official where filed:

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable disclosure Disclosure Statement.

/__ / (3) Certificate of Monetary Exemption.

The offeror hereby certifies that the offeror together with all divisions, subsidiaries, and affiliates under common control, did not receive net

K.16 (Continued)

awards of negotiated prime contracts and subcontracts subject to CAS totaling more than \$25 million (of which at least one award exceeded \$1 million) in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

(4) Certificate of Interim Exemption.

The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a review certificate to the Contracting Officer, in the form specified under subparagraphs (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$10 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. COST ACCOUNTING STANDARDS--ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period

K.16 (Continued)

immediately preceding the period in which this proposal was submitted, the offeror received less than \$25 million in awards of CAS-covered prime contracts and subcontracts, or the offeror did not receive a single CAS-covered award exceeding \$1 million dollars. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$25 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$25 million or more.

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a) (3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

/___/ YES

/___/ NO

[End of Provision]

K.17 NRCAR 2052.209-70 QUALIFICATIONS OF CONTRACT EMPLOYEES (JAN 1993)

The offeror hereby certifies by submission of this offer that all representations made regarding its employees, proposed subcontractor personnel, and consultants are accurate.

[End of Provision]

K.18 NRCAR 2052.209-71 CURRENT/FORMER AGENCY EMPLOYEE INVOLVEMENT (JAN 1993)

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

(b) The offeror hereby certifies that there () are () are no

K.18 (Continued)

current/former NRC employees (including special Government employees performing services as experts, advisors, consultants, or members of advisory committees) who have been or will be involved, directly or indirectly, in developing the offer, or in negotiating on behalf of the offeror, or in managing, administering, or performing any contract, consultant agreement, or subcontract resulting from this offer. For each individual so identified, the Technical and Management proposal must contain, as a separate attachment, the name of the individual, the individual's title while employed by the NRC, the date individual left NRC, and brief description of the individual's role under this proposal.

[End of Provision]

K.19 NRC/R 2052.209-72 CONTRACTOR ORGANIZATIONAL
CONFLICTS OF INTEREST (REPRESENTATION) (JAN 1993)

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

/ / does not

involve situations or relationships of the type set forth in 48
CFR 2009.570- 3(b).

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

- (1) Impose appropriate conditions which avoid such conflicts,
- (2) Disqualify the offeror, or
- (3) Determine that it is otherwise in the best interest of the United States to seek award of the contract under the waive. provisions of 48 CFR 2009-570-9.

K.19 (Continued)

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

[End of Provision]

SECTION L - INSTRUCTIONS, CONDITIONS, AND
NOTICES TO OFFERORS

L.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED
BY REFERENCE (JUN 1988)

This solicitation incorporates one or more solicitation provisions 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.

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)
PROVISIONS

NUMBER	TITLE	DATE
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE	APR 1991
52.214-35	SUBMISSION OF OFFERS IN UL CURRENCY	APR 1991
52.215-5	SOLICITATION DEFINITIONS	JUL 1987
52.215-7	UNNECESSARILY ELABORATE PROPOSALS OR QUOTATIONS	APR 1984
52.215-8	AMENDMENTS TO SOLICITATIONS	DEC 1989
52.215-9	SUBMISSION OF OFFERS	MAR 1997
52.215-10	LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF PROPOSALS	MAY 1997
52.215-12	RESTRICTION ON DISCLOSURE AND USE OF DATA	APR 1984
52.215-13	PREPARATION OF OFFERS	APR 1984
52.215-14	EXPLANATION TO PROSPECTIVE OFFERORS	APR 1984
52.215-15	FAILURE TO SUBMIT OFFER	MAY 1997
52.215-16	CONTRACT AWARD	OCT 1995
52.215-30	FACILITIES CAPITAL COST OF MONEY	SEP 1987
52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE REVIEW	APR 1984

[End of Provision]

L.2 52.215-41 REQUIREMENTS FOR COST OR PRICING DATA OR
INFORMATION OTHER THAN COST OR PRICING DATA (JAN 1997)

- (a) Exceptions from cost or pricing data. (1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

L.2 (Continued)

- (i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.
 - (ii) For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include--
 - (A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities.
 - (B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.
 - (C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.
- (2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. Access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

L.2 (Continued)

(b) Requirements for cost or pricing data. If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

- (1) The offeror shall submit cost or pricing data on Standard Form (SF) 1411, Contract Pricing Proposal Cover Sheet (Cost or Pricing Data Required), with supporting attachments prepared in accordance with Table 15-2 of FAR 15.804-6(b)(2).
- (2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed in FAR 15.804-4.

L.3 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Cost Reimbursement contract resulting from this solicitation.

[Enclosure Provision]

L.4 52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Ms. Mary Mace, U.S. Nuclear Regulatory Commission
 Division of Contracts and Property Management
 M/S T-7-I-2
 Contract Management Branch 1
 Washington, D.C. 20555

Hand carried address:

U.S. Nuclear Regulatory Commission
 Division of Contracts & Property Mgmt
 Contract Management Branch 1
 11545 Rockville Pike
 Rockville, MD 20852-2738

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L.5 NRCAR 2052.215-74 TIMELY RECEIPT OF PROPOSALS (JAN 1993)

Because NRC is a secure facility with perimeter access control, offerors shall allow additional time for hand delivery (including express mail and delivery services) of proposals to ensure that they are timely received in the depository at the address shown in Item 9 on the Standard Form 33.

[End of Provision]

L.6 NRCAR 2052.215-75 AWARD NOTIFICATION AND COMMITMENT OF PUBLIC FUNDS (JAN 1993)

- (a) All offerors will be notified of their selection or nonselection as soon as possible. Formal notification of nonselection for unrestricted awards may not be made until a contract has been awarded. Pursuant to requirements of FAR 15.1001(b)(2), preliminary notification will be provided before the award for small business set-aside procurements on negotiated procurements.
- (b) It is also brought to your attention that the contracting officer is the only individual who can legally commit the NRC to the expenditure of public funds in connection with this procurement. This means that unless provided in a contract document or specifically authorized by the contracting officer, NRC technical personnel may not issue contract modifications, give informal contractual commitments, or otherwise bind, commit, or obligate the NRC contractually. Informal contractual commitments include:
- (1) Encouraging a potential contractor to incur costs prior to receiving a contract;
 - (2) Requesting or requiring a contractor to make changes under a contract without formal contract modifications;
 - (3) Encouraging a contractor to incur costs under a cost-reimbursable contract in excess of those costs contractually allowable; and
 - (4) Committing the Government to a course of action with regard to a potential contract, contract change, claim, or dispute.

[End of Provision]

L.7 SUBMISSION OF QUESTIONS BY OFFERORS

It shall be the obligation of the offeror to exercise due diligence to discover and to bring to the attention of the Contracting Officer at the earliest time possible, but prior to ten (10) calendar days before the solicitation's closing date, any

L.7 (Continued)

ambiguities, discrepancies, inconsistencies, or conflicts among the Statement of Work, other provisions and the documents attached hereto. Formal communications, such as requests for clarification and/or information concerning this solicitation, should be submitted in writing to the address below:

U.S. Nuclear Regulatory Commission
Attn: Ms. Amy Siller
Contract Specialist
Division of Contracts and Property Management
Contract Management Branch 1
Mail Stop T-7-I-2
Washington, D.C. 20555

(End of Provision)

L.8 2052.215-77 PROPOSAL PRESENTATION AND FORMAT (DEC 1995)

- (a) Proposals must be typed, printed, or reproduced on letter-size paper and each copy must be legible.
- (b) Proposals in response to this Request for Proposal must be submitted in the following three (3) separate and distinct parts:
 - (1) Two (2) original signed copies of this solicitation package. All applicable sections must be completed by the offeror.
 - (2) One (1) original and 3 copies of the "Cost Proposal."
 - (3) One (1) original and 3 copies of the "Technical and Management Proposal."
- (c) Correctness of the proposal. Caution--offerors are hereby notified that all information provided in its proposals, including all resumes, must be accurate, truthful, and complete to the best of the offeror's knowledge and belief. The Commission will rely upon all representations made by the offeror both in the evaluation process and for the performance of the work by the offeror selected for award. The Commission may require the offeror to substantiate the credentials, education, and employment history of its employees, subcontractor personnel, and consultants, through submission of copies of transcripts, diplomas, licenses, etc.
- (d) Cost proposal.
 - (1) The offeror shall use Standard Form 1411, Contract Pricing Proposal Cover Sheet, in submitting the Cost

L.8 (Continued)

Proposal. A copy of the form and instructions are attached to this solicitation. The information must include pertinent details sufficient to show the elements of cost upon which the total cost is predicted. The Cost Proposal must be submitted separately from the Technical and Management Proposal.

- (2) When the offeror's estimated cost for the proposed work exceeds \$100,000 and the duration of the contract period exceeds six months, the offeror shall submit a Contractor Spending Plan (CSP) as part of its cost proposal. Guidance for completing the CSP is attached.
- (3) For any subcontract discussed under the Technical and Management Proposal, provide supporting documentation on the selection process, i.e., competitive vs. noncompetitive, and the cost evaluation.
- (4) The offeror's proposal shall include a description and estimated acquisition/fabrication cost of property required for performance that has a proposed acquisition/fabrication cost of \$500 or more.
- (5) If government furnished property will be provided under performance of the resulting contract or if contractor acquired property is proposed for performance of this effort, the proposal shall provide the following information about the offeror's inventory system:
 - (a) whether another U.S. Government agency has approved the inventory system
 - (b) the date of such approval
 - (c) a contact point with telephone number and address for the approving agency

If the inventory system has not been approved by another government agency, the offeror shall provide a description of their inventory system for review and approval by the Nuclear Regulatory Commission.

(e) Technical and management proposal.

- (1) The Technical and Management Proposal may not contain any reference to cost. Resource information, such as data concerning labor hours and categories, materials, subcontracts, travel, computer time, etc., must be included in the Technical and Management Proposal so that the offeror's understanding of the scope of work may be evaluated. Technical proposals shall not exceed 50

L.8 (Continued)

pages, including any attachments or supportive documentation, exclusive of resumes. Should an offeror's proposal exceed 50 pages, only the first 50 will be evaluated. Offerors are prohibited from including foldouts, sales brochures and/or videos. If these items are included, they will not be reviewed as part of the offeror's Technical and Management Proposal.

- (2) The offeror shall submit with the Technical and Management Proposal full and complete information as set forth below to permit the Government to make a thorough evaluation and a sound determination that the proposed approach will have a reasonable likelihood of meeting the requirements and objectives of this procurement.
- (3) Statements which paraphrase the statement of work without communicating the specific approach proposed by the offeror or statements to the effect that the offeror's understanding can or will comply with the statement of work may be construed as an indication of the offeror's lack of understanding of the statement of work and objectives.
- (4) The Technical and Management Proposal must be set forth, as a minimum, the following information:

- a) TECHNICAL APPROACH

Offerors shall provide a written narrative that demonstrates its approach to perform this contract, including a statement of the problem(s), facility conceptual design and instrumentation.

- b) PERSONNEL QUALIFICATION/EXPERIENCE

Offerors shall provide a written narrative that demonstrates its proposed personnel's education, experience (including demonstrated successful performance on contracts for approximately similar or equivalent work), and other qualifications necessary to do the work described in this solicitation.

- c) INFRASTRUCTURE, MANAGEMENT AND COST CONTROL

Offerors shall provide a written narrative that demonstrates the offeror's existing facilities and self-investments can be effectively utilized in carrying out the work proposed. Offerors shall provide a written narrative that demonstrates the offeror has the necessary management to control

L.8 (Continued)

costs and to effectively schedule and control the required work.

d) PAST PERFORMANCE

Offerors shall list their last three (3) contracts during the past three (3) years and all current contracts of similar scope and magnitude to the Statement of Work in this solicitation. Contracts listed may include those entered into by the Federal government, agencies of State and local governments and commercial customers. It is incumbent upon offerors to provide information which is accurate, current and verifiable as the NRC will contact each reference on those offerors determined to be in the competitive range to verify the information provided and to inquire about the quality of past performance. Information utilized for the assessment of past performance will be obtained from the references listed in the proposal, and may also be obtained from other customers known to the Government, consumer protection organizations, and others who may have useful and relevant information.

Offerors who do not have any past performance of their own in this type of work shall be evaluated on the basis of the past performance of their teaming partners, subcontractors, and key personnel. For each contract, offerors shall provide the following information on themselves and any subcontractor with a proposed subcontract over \$100,000:

Contract No. ;
 Name and Address of Government/
 Commercial Entity;
 Point of Contact;
 Contracting Officer;
 Telephone Number;
 Technical Representative;
 Telephone Number;
 Date Contract Awarded;
 Contract Period of Performance
 including Extensions;
 Dollar Value of the Contract;
 Dollar Value of any
 Contract Modifications;
 Type of Contract Awarded; and
 Brief Description of the Work.

[End of Provision]

L.9 NRCAR 2052.216-70 LEVEL OF EFFORT (JAN 1993)

The NRC's estimate of the total effort for this project is approximately 10.6 professional and 1 clerical staff-years for the duration of this contract. This information is advisory and is not to be considered as the sole basis for the development of the staffing plan. For the purposes of the Government estimate, 2000 hours constitute a staff year.

[End of Provision]

L.10 NRCAR 2052.222-70 NONDISCRIMINATION BECAUSE OF AGE (JAN 1993)

It is the policy of the Executive Branch of the Government that:

- (a) Contractors and subcontractors engaged in the performance of Federal contracts may not, in connection with the employment, advancement, or discharge of employees or in connection with the terms, conditions, or privileges of their employment, discriminate against persons because of their age except upon the basis of a bona fide occupational qualification, retirement plan, or statutory requirements; and
- (b) That contractors and subcontractors, or person acting on their behalf, may not specify, in solicitations or advertisements for employees to work on Government contracts, a maximum age limit for employment unless the specified maximum age limit is based upon a bona fide occupational qualification, retirement plan, or statutory requirement.

[End of Provision]

L.11 ACCEPTANCE PERIOD (MAR 1987)

Because of the time required by the Government to evaluate proposals and make an award, offerors are instructed to specify on the SF-33 a proposal acceptance period of not less than 60 days.

[End of Provision]

L.12 SUBCONTRACTING PROGRAM PLAN FOR UTILIZATION OF SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS CONCEPTS (JUN 1991)

When requested by the Contracting Officer, offerors shall submit a subcontracting plan as called for by 52.219-9 - Small Business and Small Disadvantaged Business Subcontracting Plan using attached format (See Section J for List of Attachments).

[End of Provision]

L.13 ESTIMATED DURATION (JUN 1988)

The duration of the contract is estimated to be 4 years. (See section F for any option periods)

[End of Provision]

L.14 USE OF AUTOMATED CLEARING HOUSE (ACH) ELECTRONIC PAYMENT/REMITTANCE ADDRESS

It is the policy of the Nuclear Regulatory Commission to pay government vendors by the Automated Clearing House (ACH) electronic funds transfer payment system in lieu of a U.S. Treasury check. If for good reason the offeror is unable to participate in the ACH/Vendor Express program, it should be notated in the offeror's proposal and it will be discussed during the negotiation process. If item 15C. of the Standard Form 33 has been checked, enter the remittance address should agreement to an alternate method of payment ensue.

Name: _____

Address: _____

[End of Provision]

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED
BY REFERENCE (JUN 1988)

This solicitation incorporates one or more solicitation provisions 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.

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)
PROVISIONS

NUMBER	TITLE	DATE
52.217-3	EVALUATION EXCLUSIVE OF OPTIONS	APR 1984

[End of Provision]

M.2 NRCAR 2052.215.84 CONTRACT AWARD AND EVALUATION
OF PROPOSALS - TECHNICAL MERIT MORE IMPORTANT
THAN COST (JAN 1993)

- (a) By use of numerical and narrative scoring techniques, proposals are evaluated against the evaluation factors specified in paragraph M.3 below. These factors are listed in their relative order of importance. Award is made to the offeror:
- (1) Whose proposal is technically acceptable;
 - (2) Whose technical/cost relationship is most advantageous to the Government; and
 - (3) Who is considered to be responsible within the meaning of Federal Acquisition Regulation Part 9.1.
- (b) Although cost is a factor in the evaluation of proposals, technical merit in the evaluation criteria set forth below is a more significant factor in the selection of a contractor. Further, to be selected for an award, the proposed cost must be realistic and reasonable.
- (c) The Government may:
- (1) Reject any or all offers if the action is in the public interest;
 - (2) Accept other than the lowest offer; and
 - (3) Waive informalities and minor irregularities in offers

M.2 (Continued)

received.

- (d) The Government may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoints.
- (e) A separate cost analysis is performed on each cost proposal. To provide a common base for evaluation of cost proposals, the level of effort data must be expressed in staff hours. Where a Contractor Spending Plan (CSP) is required by other provisions of this solicitation, consideration is given to the Plan for completeness, reasonableness, and as a measure of effective management of the effort.
- (f) In making the above determination, an analysis is performed by the Government that takes into consideration the results of the technical evaluation and cost analysis.

[End of Provision]

M.3 EVALUATION CRITERIA**M.3.1 Technical Approach (40)**

Extent to which the offeror demonstrates its approach to perform this contract, including statement of the problem(s), facility conceptual design and instrumentation.

M.3.2 Personnel Qualification/Experience (25)

Extent to which the offeror demonstrates that the proposed personnel are highly qualified, have relevant experience and will be available to perform the required work.

M.3.3 Infrastructure, Management and Cost Control (20)

Extent to which the offeror's existing facilities and self-investments can be effectively utilized in carrying out the work proposed. Extent to which the offeror has the necessary management to control costs, and to effectively schedule and control the required work.

M.3.4 Past Performance (15)

Extent to which the offeror demonstrates successful performance on past and current contracts for the type of work described in Section C of this solicitation. Extent to which the offeror's proposed organization has the necessary experience.

TOTAL WEIGHT = 100 Points

M.3.4 (Continued)

[End of Provision]

(MARCH 1996)
Page 1 of 10

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. **FAILURE TO SUBMIT VOUCHERS/INVOICES IN ACCORDANCE WITH THESE INSTRUCTIONS WILL RESULT IN REJECTION OF THE VOUCHER/INVOICE AS IMPROPER.**

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

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

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

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

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

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

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

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

BILLING INSTRUCTIONS FOR COST REIMBURSEMENT TYPE CONTRACTS -
(Page 2 of 10)

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

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

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

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

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

Common costs are those costs that are not licensee unique and associated with the performance of an overall program that benefit all similar licensees covered under that program or that are required to satisfactorily carry out the program. Common costs include costs associated with the following: preparatory or start-up efforts to interpret and reach agreement on methodology, approach, acceptance criteria, regulatory position,

BILLING INSTRUCTIONS FOR COST REIMBURSEMENT TYPE CONTRACTS -
(Page 3 of 10)

or technical reporting requirements; efforts associated with the "lead plant" concept that might be involved during the first one or two plant reviews; meetings and discussions involving the above efforts to provide orientation, background knowledge or guidance during the course of a program; any technical effort applied to a docket or other unique identifier; and project management. Common costs must be reporting monthly for each docket or unique identifier. Common costs must be computed based on the proportion of direct costs incurred against each docket or unique identifier for the billing period.

Billing of Cost After Expiration of Contract: If costs are incurred during the contract period and claimed after the contract has expired, the period during which these costs were incurred must be cited. To be considered a proper expiration voucher/invoice, the contractor shall clearly mark it "EXPIRATION VOUCHER" or "EXPIRATION INVOICE".

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

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

Supersession: These instructions supersede any previous billing instructions.

INVOICE/VOUCHER FOR PURCHASES AND SERVICES OTHER THAN PERSONAL

(SAMPLE FORMAT)

Official Agency Billing Office U.S. Nuclear Regulatory Commission Division of Contracts MS: T-7-1-2 Washington, DC 20555-0001 Payee's Name and Address	(a)	Contract Number _____ Task Order No. (If Applicable) _____
Individual to Contact Regarding this Voucher Name: _____ Tel. No.: _____	(b)	Voucher/Invoice # _____
	(c)	Date of Voucher/Invoice _____
	(d)	Fixed Fee _____
		(e) This voucher represents reimbursable costs / or the

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

_____ (Indicate Base)..... _____

(B) **General & Administrative Expense**
____ % of Cost Elements

Nos. _____

Total Direct & Indirect Costs _____

(h) **Fixed-Fee (Cite Formula):**

(i) **Total Amount Billed**..... _____ (j) **Adjustments**..... _____

(k) **Grand Totals**..... _____

* (Requires Supporting Information -- See Attached)

SAMPLE SUPPORTING INFORMATION

1) Direct Labor - \$2400

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

3) Capitalized Non-Expendable Equipment

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

4) Non-capitalized Equipment, Materials, and Supplies

10 Radon tubes @ \$110.00 = \$1100.00

6 Pairs Electrostatic gloves @ \$150.00 = \$900.00

\$2000.00

5) Premium Pay

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

6) Consultants' Fee

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

7) Travel

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

**BILLING INSTRUCTIONS FOR COST REIMBURSEMENT TYPE CONTRACTS (Page 6 of 10) -
ATTACHMENT 1 (Cont.)**

**INSTRUCTIONS FOR PREPARING
COST INFORMATION FOR NRC CONTRACT VOUCHERS/INVOICES**

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.

Official Agency Billing Office: Address the original and 3 copies of the voucher/invoice, together with supporting documentation attached to each copy to: U.S. Nuclear Regulatory Commission, Division of Contracts, MS: T-7-1-2, Washington, DC 20555-0001.

Vouchers/invoices delivered by hand, including delivery by express mail or special delivery services which use a courier or other person to deliver the voucher/invoice in person to the NRC, should be addressed in accordance with the foregoing and delivered to: U. S. Nuclear Regulatory Commission, One White Flint North, 11555 Rockville Pike - Mail Room, Rockville, Maryland 20852. Hand-delivered vouchers/invoices will not be accepted at other than the above address. Note, however, 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.

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. The following guidance corresponds to the entries required on the sample form.

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

Task Order Number, if applicable. Insert the task order number.

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

**BILLING INSTRUCTIONS FOR COST REIMBURSEMENT TYPE CONTRACTS (Page 7 of 10) -
ATTACHMENT 1 (Cont.)**

- (c) **Date of Voucher/Invoice.** Insert the date the voucher/invoice is prepared.
- (d) **Fixed-Fee.** Insert total fixed-fee. Include this information as it applies to individual task orders as well.
- (e) **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.
- (f) **Direct Costs -** Insert the amount billed for the following cost elements, adjustments, suspensions, and total amounts, for both the current billing period and for the cumulative period (from contract inception to end date of this billing period).

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

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

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

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

**BILLING INSTRUCTIONS FOR COST REIMBURSEMENT TYPE CONTRACTS (Page 8 of 10) -
ATTACHMENT 1 (Cont.)**

- (4) **Non-capitalized Equipment, Materials, and Supplies.** These are equipment other than that described in (3) above, plus consumable materials, supplies. List by category. List items valued at \$500 or more separately. Provide the item number for each piece of equipment valued at \$500 or more.
- (5) **Premium Pay.** This enumeration is in excess of the basic hourly rate. (Requires written approval of the Contracting Officer.)
- (6) **Consultants.** The supporting information must include the name, hourly or daily rate of the consultant, and reference the NRC approval (if not specifically approved in the original contract).
- (7) **Travel.** Total costs associated with each trip must be shown in the following format:
- | <u>Start Date</u> | | <u>Destination</u> | | <u>Costs</u> | |
|-------------------|----|--------------------|----|--------------|----|
| From | To | From | To | | \$ |
| | | | | | |
- (8) **Subcontracts.** Include separate detailed breakdown of all costs paid to approved subcontractors during the billing period.
- (9) **Other Costs.** List all other direct costs by cost element and dollar amount separately.
- (g) **Indirect Costs (Overhead and General and Administrative Expense).** Cite the formula (rate and base) in effect in accordance with the terms of the contract, during the time the costs were incurred and for which reimbursement is claimed.
- (h) **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.
- (i) **Total Amount Billed.** Insert the total amounts claimed for the current and cumulative periods.

**BILLING INSTRUCTIONS FOR COST REIMBURSEMENT TYPE CONTRACTS (Page 9 of 10) -
ATTACHMENT 1 (Cont.)**

(j) **Adjustments.** For cumulative amount, include outstanding suspensions.

(k) **Grand Totals.**

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

**BILLING INSTRUCTIONS FOR COST REIMBURSEMENT TYPE CONTRACTS (Page 10 of 10) ·
ATTACHMENT 2 (Cont.)**

FEE RECOVERY BILLING REPORT

FIN: _____

Facility Name or Report Title:

TAC or Inspection Report Number:

(or other unique identifier)

Docket Number (if applicable): _____

Cost Categories	Period Amt.	Period Cost Incurred	Fiscal Year To Date Costs	Total Cumulative Costs
Labor				
Materials				
Subcontractor/ Consultant				
Travel				
Other (specify)				
Common Costs				
Total				

Remarks:

R:\BILLING.396

NUCLEAR REGULATORY COMMISSION ACQUISITION REGULATION

2009.570 NRC organizational conflicts of interest.

§2009.570-1 Scope of policy.

(a) It is the policy of 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 the 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 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 this policy guidance. The ultimate test is as follows: 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 the 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 these agreements, as appropriate.

§2009.570-2 Definitions.

As used in §2009.570:

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.

Contract means any contractual agreement or other arrangement with the NRC except as provided in §2009.570-1(c).

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 are a party to a contract with the NRC.

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

Offeror or prospective contractor means any person, firm, unincorporated association, joint venture, co-sponsor, partnership, corporation, or their affiliates or successors in interest, including their chief executives, directors, key personnel, proposed consultants, or subcontractors, submitting a bid or proposal, solicited or unsolicited, to the NRC to obtain a contract.

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.

Potential conflict of interest means that a factual situation exists that suggests 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 that-

(1) Merit investigation before contract award to ascertain whether award would give rise to an actual conflict; or

(2) Must be reported to the contracting officer for investigation if they arise during contract performance.

Research means any scientific or technical work involving theoretical analysis, exploration, or experimentation.

Subcontractor means any subcontractor of any tier who performs work under a contract with the NRC except subcontracts for supplies and subcontracts in amounts not exceeding the small purchase threshold.

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 that the contractor be given access to proprietary information or to information that has not been made available to the public. These services typically include assistance in the preparation of program plans, preliminary designs, specifications, or statements of work.

§2009.570-3 Criteria for recognizing contractor organizational conflicts of interest.

(a) General.

(1) Two questions will be asked in determining whether actual or potential organizational conflicts of interest exist:

(i) Are there conflicting roles which might bias an offeror's or contractor's judgment in relation to its work for the NRC?

(ii) May the offeror or contractor be given an unfair competitive advantage based on the performance of the contract?

(2) NRC's ultimate determination that organizational conflicts of interest exist will be made in light of common sense and good business judgment based upon the relevant facts. While it is difficult to identify and to prescribe in advance a specific method for avoiding all of the various situations or relationships that might involve potential organizational conflicts of interest, NRC personnel will pay particular attention to proposed contractual requirements that call for the rendering of advice, consultation or evaluation activities, or similar activities that directly lay the groundwork for the NRC's decisions on regulatory activities, future procurements, and research programs. Any work performed at an applicant or licensee site will also be closely scrutinized by the NRC staff.

(b) Situations or relationships. The following situations or relationships may give rise to organizational conflicts of interest:

(1) The offeror or contractor shall disclose information, that may give rise to organizational conflicts of interest under the following circumstances. The information may include the scope of work or specification for the requirement, being performed, the period of performance, and the name and telephone number for a point of contact at the organization knowledgeable about the commercial contract.

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

(ii) Where the offeror or contractor provides advice to the NRC on the same or similar matter on 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 has been substantially involved in the development or marketing of the products or services of another entity.

(iv) Where the award of a contract would 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 would result in an unfair competitive advantage for the offeror or contractor.

(v) Where the offeror or contractor solicits or performs work at an applicant or licensee site while performing work in the same technical area for the NRC at the same site.

(2) The contracting officer may request specific information from an offeror or contractor or may require special contract clauses such as provided in §2009.570-5(b) in the following circumstances:

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

(ii) Where the offeror or contractor prepares plans for specific approaches or methodologies that are to be incorporated into competitive procurements using the 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 that 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 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 might 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) (i) Example. The ABC 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 ABC Corp. is one of several companies considered to be technically well qualified. In response to the inquiry in the RFP, the ABC Corp. advises that it is currently performing similar analyses for the reactor manufacturer.

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

(2) (i) Example. The ABC Corp., in response to an RFP, proposes to perform certain analyses of a reactor component that is 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.

(ii) Guidance. An NRC contract normally could be awarded to the ABC Corp. because no conflict of interest exists which

could 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 with the private sector that could create a conflict during the performance of the NRC contract. 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) (i) Example. The ABC Corp., in response to a competitive RFP, submits a proposal to assist the NRC in revising NRC's guidance documents on the respiratory protection requirements of 10 CFR Part 20. ABC Corp. is the only firm determined to be technically acceptable. ABC Corp. has performed substantial work for regulated utilities in the past and is expected to continue similar efforts in the future. The work has and will cover the writing, implementation, and administration of compliance respiratory protection programs for nuclear power plants.

(ii) Guidance. This situation would place the firm in a role where its judgment could be biased in relationship to its work for the NRC. Because the nature of the required work is vitally important in terms of the NRC's responsibilities and no reasonable alternative exists, a waiver of the policy, in accordance with §2009.570-9 may be warranted. Any waiver must be fully documented in accordance with the waiver provisions of this policy with particular attention to the establishment of protective mechanisms to guard against bias.

(4) (i) Example. The ABC Corp. submits a proposal for a new system to evaluate a specific reactor component's performance for the purpose of developing standards that are important to the NRC program. The ABC Corp. has advised the 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.

(ii) Guidance. A contract could be awarded to the ABC Corp. if the contract stipulates that no information produced under the contract will be used in the contractor's private activities unless this information has been reported to the NRC. Data on how the reactor component performs, which is reported to the NRC by contractors, will normally be disseminated by the NRC to others to preclude an unfair competitive advantage. When the NRC furnishes information about the reactor component to the contractor for the performance of contracted work, the information may not be used in the contractor's private activities unless the 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 about the performance of the reactor component under the contract, is proposed to be used.

(5) (i) 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 §2009.570-3(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.

(ii) 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. Section 2052.209-73(c) Work for Others, would preclude ABC Corp. from accepting work which could create a conflict of interest during the term of the NRC contract.

(6) (i) Example. AD Division of ABC Corp., in response to a RFP, submits a proposal to assist the NRC in the safety and environmental review of applications for licenses for the construction, operation, and decommissioning of fuel cycle facilities. ABC Corp. is divided into two separate and distinct divisions, AD and BC. The BC Division performs the same or similar services for industry. The BC Division is currently providing the same or similar services required under the NRC's contract for an applicant or licensee.

(ii) Guidance. An NRC contract for that particular work would not be awarded to the ABC Corp. The AD Division could be placed in a position to pass judgment on work performed by the BC Division, which could bias its work for NRC. Further, the Conflict of Interest provisions apply to ABC Corp. and not to separate or distinct divisions within the company. If no reasonable alternative exists, a waiver of the policy could be sought in accordance with §2009.570-9.

7(i) EXAMPLE The ABC Corp. completes an analysis for NRC of steam generator tube leaks at one of a utility's six sites. Three months later, ABC Corp. is asked by this utility to perform the same analysis at another of its sites.

(ii) GUIDANCE §2052.290-73(c)(3) would prohibit the contractor from beginning this work for the utility until one year after completion of the NRC work at the first site.

8(i) EXAMPLE ABC Corp. is assisting NRC in a major on-site analysis of a utility's redesign of the common areas between its twin reactors. The contract is for two years with an estimated value of \$5 million. Near the completion of the NRC work, ABC Corp. requests authority to solicit for a \$100K contract with the same utility to transport spent fuel to a disposal site. ABC Corp. is performing no other work for the utility.

(ii) GUIDANCE The Contracting Officer, would allow the contractor to proceed with the solicitation because A) it is not in the same technical area as the NRC work and B) the potential for technical bias by the contractor because of financial ties to

the utility is slight due to the relative value of the two contracts.

9(i) EXAMPLE The ABC Corp. is constructing a turbine building and installing new turbines at a reactor site. The contract with the utility is for five years and has a total value of \$100 million. ABC Corp. has responded to an NRC Request For Proposal requiring the contractor to participate in a major team inspection unrelated to the turbine work at the same site. The estimated value of the contract is \$75K.

(ii) GUIDANCE An NRC contract would not normally be awarded to ABC Corp. since these factors create the potential for financial loyalty to the utility that may bias the technical judgment of the contractor.

(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 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.

§2009.570-4 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. The procedures apply to small purchases meeting the criteria stated in the following paragraph (b) of this section.

(b) The organizational conflicts of interest representation provision at §2052.209-72 must be included in solicitations and unsolicited proposals, (including those for task orders and modifications for new work) 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 also applies 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 provisions has previously been submitted with regard to the contract being modified, only an updating of the statement is required.

(c) The offeror may, because of actual or potential organizational conflicts of interest, propose to exclude specific kinds of work contained in a RFP unless the RFP specifically prohibits the 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 be to the detriment of the competitive posture of the other offerors, the NRC shall reject the proposal as unacceptable.

(d) The offeror's failure to execute the representation required by paragraph (b) of this section with respect to an invitation for bids is considered to be a minor informality. The offeror will be permitted to correct the omission.

§2009.570-5 Contract clauses.

(a) General contract clause. All contracts and small purchases of the types set forth in §2009.570-4(b) must include the clause entitled: "Contractor Organizational Conflicts of Interest," set forth in §2052.209-73.

(b) Other special contract clauses. If it is determined from the nature of the proposed contract that an organizational conflict of interest exists, the contracting officer may determine that the conflict can be avoided, or, after obtaining a waiver in accordance with §2009.570-9, neutralized through the use of an appropriate special contract clause. If appropriate, the offeror may negotiate the terms and conditions of these clauses, including the extent and time period of any restriction. These clauses include but are not limited to:

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

(2) Software exclusion clauses;

(3) Clauses which require the contractor (and certain of its 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.

§2009.570-6 Evaluation, findings, and contract award.

The contracting officer shall evaluate all relevant facts submitted by an offeror and other relevant information. After evaluating this information against the criteria of §2009.570-3, the contracting officer shall make a finding of whether organizational conflicts of interest exist with respect to a particular offeror. If it has been determined that real or potential conflicts of interest exist, the contracting officer shall:

(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 §2009.570-9.

§2009.570-7 Conflicts identified after award.

If potential organizational conflicts of interest are identified after award with respect to a particular contractor, and the contracting officer determines that conflicts do exist and that it would not be in the best interest of the Government to terminate the contract, as provided in the clauses required by §2009.570-5, the contracting officer shall take every reasonable action to avoid, eliminate, or, after obtaining a waiver in accordance with §2009.570-9, neutralize the effects of the identified conflict.

§2009.570-8 Subcontracts.

The contracting officer shall require offerors and contractors to submit a representation statement from all subcontractors (other than a supply subcontractor) and consultants performing services in excess of \$10,000 in accordance with §2009.570-4(b). The contracting officer shall require the contractor to include contract clauses in accordance with §2009.570-5 in consultant agreements or subcontracts involving performance of work under a prime contract.

§2009.570-9 Waiver.

(a) The contracting officer determines the need to seek a waiver for specific contract awards, with the advice and concurrence of the program office director and legal counsel. Upon the recommendation of the Procurement Executive, and after consultation with legal counsel, the Executive Director for Operations may waive the policy in specific cases if he determines that it is in the best interest of the United States to do so.

(b) Waiver action is 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.

(3) Contractual and/or technical review and surveillance methods can be employed by the NRC to neutralize the conflict.

(c) For any waivers, the justification and approval documents must be placed in the NRC Public Document Room, 2120 L Street, NW. (Lower Level), Washington, DC.

§2009.570-10 Remedies.

In addition to other remedies 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.

Unclassified Contractor and Grantee Publications in the NUREG Series

Handbook 3.8

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Contents

Part I

Introduction	1
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Part II

Preparing Publication Requirements for Statements of Work for Contracts	2
Specifying Publication Requirements (A)	2
Publishing Formal Reports (B)	2
Publishing Unclassified Information in the Open Literature and Presenting Papers (C)	4
Reports Containing Sensitive Unclassified and Classified Information (D)	6
Conference and Workshop Proceedings (E)	7
Distribution of Reports to Contractors (F)	7
Coordinating Contractor Press or Other Media Releases of Information (G)	7

Part III

Draft and Final NUREG Reports	8
Identification Information (A)	8
NUREG Number (1)	8
Authors' Names (2)	8
Organizational Identification (3)	9
Previous Reports in Series (4)	9
Report Dates (5)	9
Report Organization and Components (B)	9
Pre-Publication Reviews (C)	9
Patent Review (1)	9
Security Review (2)	10
Copyright Review (3)	10
Color Printing (D)	10
Microfiche (E)	12
Disclaimers (F)	13

Contents (continued)

Part III (continued)

Availability Information (G)	13
Reference Material (1)	13
Reports (2)	14
Forms (H)	14
Bibliographic Data Sheet (NRC Form 335) (1)	14
Release To Publish Unclassified NRC Contractor, Consultant, or Conference Proceedings Reports (NRC Form 426A) (2)	14
Printing and Reprinting (I)	15
Distribution (J)	15

Part IV

International Agreement Reports	16
Background and Rationale (A)	16
Identification Information (B)	16
Cover and Title Page (1)	16
NRC Report Number (2)	16
Previous Reports in Series (3)	17
Report Organization and Components (C)	17
Availability Information (D)	17
References and Bibliographies (1)	17
Reports (2)	18
Disclaimer (E)	18
Forms (F)	19
Bibliographic Data Sheet (NRC Form 335) (1)	19
Release To Publish Unclassified NRC Contractor, Consultant, or Conference Proceedings Reports (NRC Form 426A) (2)	19
Classified or Sensitive Unclassified Information (G)	19

Contents (continued)

Part V

Books	20
General (A)	20
Definition (B)	20
Format (C)	20
NRC Document Number (D)	21
Availability of Reference Materials (E)	21
Reviews (F)	22
Peer (1)	22
Copyright (2)	23
Security (3)	23
Patent (4)	23
Publishing Authorization Form (G)	23
Disclaimers (H)	23
Printing (I)	24
Distribution and Sales (J)	24

Part VI

Grant Publications	25
Background and Rationale (A)	25
Publication of Results (B)	25
Publication by NRC (1)	25
Publication by a Grantee (2)	25
Publication by a Grantee in the Open Literature (3)	25
Reprints of Open Literature Publications (4)	27
Identification Information (C)	27
Pre-Publication Reviews (D)	27

Glossary	28
-----------------------	----

Contents (continued)

Exhibits

1. NRC Form 426A, "Release to Publish Unclassified NRC Contractor, Consultant, or Conference Proceedings Reports" 32
2. NRC Form 335, "Bibliographic Data Sheet" 33
3. Microfiche Sheet Sample 35

Part I

Introduction

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

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

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

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

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

Part II

Preparing Publication Requirements for Statements of Work for Contracts

Specifying Publication Requirements (A)

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

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

Publishing Formal Reports (B)

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

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

Publishing Formal Reports (B) (continued)

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

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

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

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

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

Publishing Formal Reports (B) (continued)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

*For DOE work orders, the appropriate job code number is applicable.

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

If the contractor is requested by the journal or other publisher to transfer the copyright, the contract author will respond to the journal or other publisher in writing in accord with the sample letter shown as follows: (9)

Dear (Copyright Holder's Name):

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

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

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

Sincerely,

If NRC approves open literature publication and page charges and travel costs are required for the presentation of papers, see MD 3.9, "NRC Staff and Contractor Speeches, Papers, and Journal Articles on Regulatory and Technical Subjects." (10)

Reports Containing Sensitive Unclassified and Classified Information (D)

Examples of the proper marking of reports designated Official Use Only, Limited Official Use, Proprietary Information, Safeguards Information, and classified (CONFIDENTIAL, SECRET, and TOP SECRET) are specified in MD 12.2.

Conference and Workshop Proceedings (E)

If NRC approves publication of compilations of papers presented at NRC-sponsored or cosponsored meetings, conferences, and symposia, see MD 3.11, "Conferences and Conference Proceedings."

Distribution of Reports to Contractors (F)

Up to 50 copies of printed unclassified NUREG/CR, NUREG/GR, and NUREG/IA reports will be bulk shipped to the contractor by NRC. (The Joint Committee on Printing's *Government Printing and Binding Regulations* permit contractors to receive free of charge up to 50 copies of reports they have produced for NRC.) If fewer than 50 copies are needed, indicate the desired quantity on NRC Form 426A (Exhibit 1). Contractors requesting single copies for specific individuals in organizations other than the contractor's organization who are not included in the distribution requested by the NRC contact may address such a request, with written justification, to the NRC contact. If the additional distribution is approved by the NRC contact, the contractor shall send address labels with the camera-ready copy to the Publications Branch, DFIPS, USNRC, Washington, DC 20555-0001, and that distribution will be made along with the standard distribution.

Coordinating Contractor Press or Other Media Releases of Information (G)

A contractor may request permission to issue a press or other media release on the work being done. That request must be made to the NRC office director or designee who will consult with the staff of the Office of Public Affairs. The contractor must not issue a press release on nonroutine information without this prior approval. This approval may be obtained by a telephone call to the office director or designee to expedite the request. The contractor may appeal decisions not to authorize the release of information or delays in handling the request to the appropriate Deputy Executive Director for Operations.

Part III

Draft and Final NUREG Reports

Identification Information (A)

NUREG Number (1)

Each contractor report published by NRC must be identified by a unique alphanumeric designation controlled and maintained by the Division of Freedom of Information and Publications Services (DFIPS). To obtain an NRC report number, call the Publications Branch, DFIPS, at (301) 415-7008. (a)

The NRC identification numbers will have one of the following forms: (b)

- NUREG/CR-0000
- NUREG/GR-0000
- NUREG/IA-0000

CR indicates **contractor report**, GR indicates **grant report**, and IA indicates **international agreement report**. The contractor report number, if any, will be placed below the NUREG number on the title page and cover. (c)

When a report consists of more than one volume or binding, or is issued in more than one edition, an appropriate volume, number, supplement, part, addendum, or revision designation must appear immediately below the NRC report number and the contractor's report number, if any. (d)

Authors' Names (2)

Authors' names must appear on the report cover and title page, unless placing them there is impractical, as for an annual report having many contributors. Editor or compilers with subject-area expertise may also be identified as such on the cover and title page. The authors'

Identification Information (A) (continued)

Authors' Names (2) (continued)

affiliation need not be listed unless it differs from the organization creating the report.

Organizational Identification (3)

The Publications Branch, DFIPS prepares the covers and title pages for all reports and will list information about the organization that created the report as it is provided.

Previous Reports in Series (4)

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

Report Dates (5)

The report dates are shown on the title page. These dates include the month and year the report is completed and the month and year it is published.

Report Organization and Components (B)

The organization and components of contractor reports vary, depending on their purpose and scope. Recommended format and organizational guidelines appear in "Publishing Documents in the NUREG Series" (NUREG-0650, Revision 1). (1)

Each draft and final report prepared for NRC must include an abstract of 200 words or less that appears on a separate page preceding the table of contents. The abstract also must appear on the "Bibliographic Data Sheet," NRC Form 335 (Exhibit 2). Instructions for completing NRC Form 335 appear on the back of the form. Guidelines on the special writing requirements for preparing abstracts appear in Section 5.5 of NUREG-0650, Revision 1. (2)

Pre-Publication Reviews (C)

Patent Review (1)

Patent implications must be considered before approval of reports for public release so that disclosure will not adversely affect the patent

Pre-Publication Reviews (C) (continued)

Patent Review (1) (continued)

rights of NRC or the contractor. If the work being reported is contractually managed through another Government agency (e.g., DOE national laboratories), the contractor should request that Government agency to perform the patent review. The result of the review must be reported on NRC Form 426A under item 8 (see Exhibit 1). (a)

If NRC directly administers the contract, or the contractor is unable to obtain a patent clearance from the Government agency administering the contract, the responsible NRC contracting officer must be consulted, and the responsible NRC technical contact shall consider the patent implications. If the report does not require a patent review because the report does not contain any description of novel technical developments that may be of an inventive nature, mark "N/A" on the NRC Form 426A in the space for the Patent Counsel's signature. If a possibility exists that developments of an inventive nature are disclosed, the contracting officer shall request assistance from the NRC Assistant General Counsel for Administration, Office of the General Counsel, on (301) 415-1553. (b)

Security Review (2)

If a report of sensitive unclassified or classified work is required, the NRC contact must work with the NRC Division of Security to establish the appropriate procedures and inform the contractor of these procedures through the contracting officer. The standards for marking and handling these reports are given in Management Directive (MD) 12.2, "NRC Classified Information Security Program."

Copyright Review (3)

Copyrighted material must not appear in NRC-sponsored publications without written permission from the copyright holder. See Section 3.4 of NUREG-0650, Revision 1, for information about obtaining copyright permission.

Color Printing (D)

Regulations issued by the Joint Committee on Printing (JCP) restrict the use of color in printed materials to those uses that are of demonstrable value. JCP regulations specify that "demonstrably valuable multicolor printing" includes the following categories: (1)

Color Printing (D) (continued)

- Maps and technical diagrams for which additional color is necessary for clarity. (a)
- Object identification (medical specimens, diseases, plants, flags, uniforms, etc.). (b)
- Safety programs, fire prevention, savings bonds programs, and competitive areas of personnel recruiting. (c)
- Areas wherein clearly identifiable savings in costs can be soundly predicated on multicolor use. (d)
- Printing for programs required by law, whose relative success or failure is in direct ratio to the degree of public response, and for which that response can be logically attributable to the number of colors planned and the manner in which they are proposed to be used. (e)
- Color for promotional or motivational purposes, such as programs concerning public health, safety, and consumer benefits, or to encourage utilization of Government facilities, such as programs for Social Security, Medicare, and certain areas of need for veterans. (f)

The regulations indicate that the following categories do not meet the "demonstrable value" criteria: (2)

- Printed items wherein additional color is used primarily for decorative effect. (a)
- Printed items for which additional color is used primarily in lieu of effective layout and design. (b)
- Printed items for which additional color is used excessively, that is, four colors when two or three will fulfill the need, three colors when two are adequate, two colors when one is adequate. (c)
- Printed items wherein the inclusion of multicolor does not reflect careful, competent advance planning that recognizes the contribution that the use of color is expected to make to the ultimate end-purpose. (d)

Color Printing (D) (continued)

If color printing is anticipated when the statement of work or standard order for DOE work is being prepared, contact the Publications Branch, DFIPS. Prior approval must be granted by the Director of DFIPS. If a requirement for color printing arises as the report is being prepared, submit a written justification for its use to the Director of DFIPS. (3)

Microfiche (E)

NRC contractors and DOE laboratories submitting microfiche with reports must submit a hard copy of each microfiche, include headers on each microfiche as shown in Exhibit 3, and conform to the following NRC specifications.*

- Microfiche must conform to either the 24/98 format for source documents with 14 columns and 7 rows (reduction ratio of 1 to 24) or the 48/270 format for computer output microfilm with 18 columns and 15 rows (reduction ratio of 1 to 48). (1)
- The microfiche sheet must be standard 105 mm by 148 mm. (2)
- The microfiche must be either a silver-halide master or a black or blue-black diazo placed in acid-free envelopes. (3)
- The microfiche must contain headers as shown in the sample in Exhibit 3. Specifically, the first block of the header must contain the NUREG number (include volume or revision, if applicable), the contractor identification number, and the classification (e.g., unclassified, proprietary). The second block must contain the description of the microfiche and may include the contractor's name. The third block must contain the publication date and the sheet identification. (4)
- The header information must be eye readable on a clear background. (5)
- A foldout page must be microfilmed in sections if the page is too large to be microfilmed in a double frame. No less than 25-mm overlap of original material is acceptable. (6)

*With the exception of items (3), (4), and (8), these specifications are consistent with the American National Standards Institute "Standard for Micrographics-Microfiche, ANSI/AIIM MS5-1985." Copies of this standard are available from the American National Standards Institute, ATTN: Sales Department, 11 West 42nd Street, 13th floor, New York, NY 10036 (212) 642-4900, or from the Association for Information and Image Management, ATTN: Publications Section, 1100 Wayne Avenue, Silver Spring, MD 20910 (301) 587-8202.

Microfiche (E) (continued)

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

Disclaimers (F)

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

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

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

Availability Information (G)

Reference Material (1)

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

Availability Information (G) (continued)

Reference Material (1) (continued)

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

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

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

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

Reports (2)

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

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

Forms (H)

Bibliographic Data Sheet (NRC Form 335) (1)

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

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

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

Printing and Reprinting (I)

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

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

Distribution (J)

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

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

Part IV

International Agreement Reports

Background and Rationale (A)

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

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

Identification Information (B)

Cover and Title Page (1)

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

NRC Report Number (2)

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

Identification Information (B) (continued)

NRC Report Number (2) (continued)

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

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

Previous Reports in Series (3)

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

Report Organization and Components (C)

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

Availability Information (D)

References and Bibliographies (1)

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

Availability Information (D) (continued)

References and Bibliographies (1) (continued)

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

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

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

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

Reports (2)

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

Disclaimer (E)

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

NOTICE

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

Forms (F)

Bibliographic Data Sheet (NRC Form 335) (1)

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

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

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

Classified or Sensitive Unclassified Information (G)

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

Part V

Books

General (A)

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

Definition (B)

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

Format (C)

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

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

Format (C) (continued)

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

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

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

NRC Document Number (D)

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

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

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

Availability of Reference Materials (E)

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

Reviews (F)

Peer (1)

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

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

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

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

Reviews (F) (continued)

Peer (1) (continued)

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

Copyright (2)

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

Security

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

Patent (4)

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

Publishing Authorization Form (G)

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

Disclaimers (H)

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

Disclaimers (H) (continued)

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

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

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

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

Printing (I)

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

Distribution and Sales (J)

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

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

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

Part VI

Grant Publications

Background and Rationale (A)

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

Publication of Results (B)

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

Publication by NRC (1)

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

Publication by a Grantee (2)

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

Publication by a Grantee in the Open Literature (3)

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

Publication of Results (B) (continued)

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

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

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

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

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

Dear (Publisher's Name):

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

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

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

Sincerely,

Publication of Results (B) (continued)

Reprints of Open Literature Publications (4)

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

Identification Information (C)

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

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

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

Pre-Publication Reviews (D)

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

Glossary*

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

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

Casebound. Term denoting a book with a hard cover.

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

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

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

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

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

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

Glossary (continued)

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

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

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

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

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

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

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

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

Glossary (continued)

- Manuscript.** A handwritten, typewritten, or *composed* version of a document, as distinguished from a printed copy.
- NRC Project Manager.** The NRC staff member responsible for the work performed by consultants or contractors and their subcontractors, or for work performed under or pursuant to an interagency agreement.
- Paperback.** A *book* with a flexible paper cover.
- Peer Review.** A critical evaluation of the technical contents of a publication. These reviews are conducted by reviewers from the author's own or a related field who are totally independent of the work leading to the *manuscript*. Reviewers should be chosen from the potential audience for the publication and should provide an independent judgment about whether the publication successfully accomplishes the author's aims.
- Photocomposition.** *Typesetting* performed when photosensitive paper or film is exposed to light in the form of letters and characters. Photocomposition is to be distinguished from hot-metal and typewriter *composition*.
- Printing.** As defined by the Joint Committee on Printing, includes and applies to the process of *composition*, platemaking, presswork, collating, and microform; the equipment used in such processes; or the end product produced by such processes and equipment.
- Proprietary Information.** Trade secrets; privileged or confidential research, development, commercial, or financial information exempt from mandatory disclosure under 10 CFR Part 2 (Sections 2.740 and 2.790) and under 10 CFR Part 9 (Section 9.17); and other information submitted in confidence to the NRC by a foreign source and determined to be unclassified by the NRC.
- Public Domain.** Materials for which a *copyright* never existed, such as U.S. Government publications, or for which a copyright has expired.
- Publicly Available Documents.** Information (reports and references) that is available in the NRC Public Document Room (PDR) for public inspection and copying or available in the *public domain*.

Glossary (continued)

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

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

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

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

Exhibit 1

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

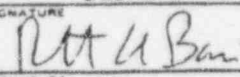
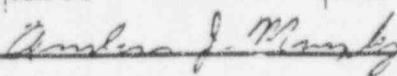
NRC FORM 426A (3-89) NRC-OM 1102.3202		U.S. NUCLEAR REGULATORY COMMISSION			1. REPORT NUMBER (if any): NUREG/CR-5627 BNL-NUREG-52257 <small>Obtain from NRC Technical Publications Section or 1-800-785-3232</small>
RELEASE TO PUBLISH UNCLASSIFIED NRC CONTRACTOR CONSULTANT, OR CONFERENCE PROCEEDINGS REPORTS <small>(Please Type or Print)</small>					
2. TITLE AND SUBTITLE (Use as full as shown on document): Alternate Modal Combination Methods in Response Spectrum Analysis				3. FUND OR GRANT NUMBER <small>(Use only for DOE contract numbers)</small> A-3955	
4. AUTHORS (If more than three, name first author followed by "and others"): P. Bezler and others					
5. CONTRACTOR Brookhaven National Laboratory Department of Nuclear Energy		MAILING ADDRESS (Number and Street, City, State and Zip Code) Building 129 Upton, NY 11973		TELEPHONE NUMBER 666-2447	
6. TYPE OF DOCUMENT (Check appropriate box)					
<input checked="" type="checkbox"/> A. TECHNICAL REPORT					
<input checked="" type="checkbox"/> FORMAL <input type="checkbox"/> LETTER REPORT					
<input type="checkbox"/> B. CONFERENCE PAPER (Use complete forms (1), (2), and (3) below)					
(1) TITLE OF CONFERENCE PAPER: (2) DATE(S) OF CONFERENCE: (3) LOCATION OF CONFERENCE:					
<input type="checkbox"/> C. OTHER (Indicate type of form)					
7. DISTRIBUTION (For NRC distribution control. Provide mailing address for special distribution not covered by NRC label. If NRC label, provide name and mail stop only. If external, provide complete mailing address.) RA 50 copies: Judy Liu, Technical Information Division, Bldg. 477B, Brookhaven National Laboratory, Upton, NY 11973 10 copies: Nilesh Chokshi, RES, NLS-217					
8. CERTIFICATION (ANSWER ALL QUESTIONS)					
YES	NO	A. REFERENCE AVAILABILITY - Is all material referenced in this report available to the public either through a library, the Government Printing Office, the Restricted Technical Information Service, or the NRC Public Document Room? If not, list the specific availability of a report or document with the reference listing below.			
X		SPECIFIC AVAILABILITY			
	X	B. COPYRIGHTED MATERIAL - Does this report contain copyrighted material? If yes, attach a letter of consent from the source that owns the copyright.			
	X	C. COMPUTER CODES - Does this report contain a computer code? If yes, does it comply with the standards in NRC Manual Chapter 0504, "Planning and Control of Action in Data Processing (ADP) Requirements"?			
	X	D. PATENT CLEARANCE - Does this report require patent clearance? If yes, the NRC Patent Counsel must signify clearance by signing below.			
		NRC PATENT COUNSEL (Type or Print Name)	SIGNATURE	DATE	
	X	E. INFORMATION REQUESTS - Does this report contain any questions, a survey, or data collection requests?			
	X	F. LICENSING REQUIREMENTS - Does this report address requirements on licenses?			
9. AUTHORIZATION					
A. DOE LAB AUTHORIZING OFFICIAL (If applicable) <small>(Type or print name)</small> R.A. Bari		SIGNATURE 		DATE 9/25/90	
B. NRC RESPONSIBLE STA MEMBER <small>(Type or print name)</small> A. Murphy		SIGNATURE 		OFF DIV TELEPHONE MAIL STOP DATE 442-3360 NLS217A 10/10/90	

Exhibit 2 NRC Form 335, "Bibliographic Data Sheet"

NRC FORM 335 12 89		U.S. NUCLEAR REGULATORY COMMISSION	1. REPORT NUMBER <small>(Assigned by NRC, Add Vol. Subj. Rev. and Assignment Numbers, if any.)</small>
BIBLIOGRAPHIC DATA SHEET <small>(See INSTRUCTIONS ON THE REVERSE)</small>			NUREG/CR-5603 EGG-2607
2. TITLE AND SUBTITLE Pressure-Dependent Fragilities for Piping Components: Pilot Study on Davis-Besse Nuclear Power Station		3. DATE REPORT PUBLISHED	
		MONTH	YEAR
5. AUTHOR(S) D.A. Wesley, T.R. Kipp, D.K. Nakaki, H. Hadidi-Tamjed		4. FIN OR GRANT NUMBER B5699	
		6. TYPE OF REPORT Technical	
4. PERFORMING ORGANIZATION - NAME AND ADDRESS <small>(If NRC, provide Division, Office or Region, U.S. Nuclear Regulatory Commission, and mailing address, if different, provide street, city, state, and zip code.)</small> ABB Impell Corporation 27401 Los Altos, Suite 480 Mission Viejo, CA 92691		7. PERIOD COVERED <small>(Include start and end dates)</small>	
		Under contract to: ...no National Engineering Laboratory EG&G Idaho, Inc. Idaho Falls, ID 83415	
9. SPONSORING ORGANIZATION - NAME AND ADDRESS <small>(If NRC, type "Same as above"; if contractor, provide NRC Division, Office or Region, U.S. Nuclear Regulatory Commission, and mailing address.)</small> Division of Safety Issue Resolution Office of Nuclear Regulatory Research U.S. Regulatory Commission Washington, D.C. 20555			
10. SUPPLEMENTARY NOTES			
11. ABSTRACT <small>(200 words or less)</small> The capacities of four, low-pressure fluid systems to withstand pressures and temperatures above the design levels were established for the Davis-Besse Nuclear Power Station. The results will be used in evaluating the probability of plant damage from Interfacing System Loss of Coolant Accidents (ISLOCA) as part of the probabilistic risk assessment of the Davis-Besse nuclear power station undertaken by EG&G Idaho, Inc. Included in this evaluation are the tanks, heat exchangers, filters, pumps, valves, and flanged connections for each system. The probabilities of failure, as a function of internal pressure, are evaluated as well as the variabilities associated with them. Leak rates or leak areas are estimated for the controlling modes of failure. The pressure capacities for the pipes and vessels are evaluated using limit-state analyses for the various failure modes considered. The capacities are dependent on several factors, including the material properties, modeling assumptions, and the postulated failure criteria. The failure modes for gasketed-flange connections, valves, and pumps do not lend themselves to evaluation by conventional structural mechanics techniques and evaluation must rely primarily on the results from ongoing gasket research test programs and available vendor information and test data.			
12. KEY WORDS/DESCRIPTORS <small>(If words, use phrases only; full words/abbreviations in locating the report.)</small> pressure-dependent fragilities piping components Interfacing System Loss of Coolant Accidents (ISLOCA) probabilistic risk assessment Davis-Besse Nuclear Power Station		13. AVAILABILITY STATEMENT Unlimited	
		14. SECURITY CLASSIFICATION <small>(This Page)</small> Unclassified <small>(This Report)</small> Unclassified	
		15. NUMBER OF PAGES	
		16. PRICE	

Exhibit 2 (continued)

DO NOT PRINT THESE INSTRUCTIONS AS A PAGE IN THE NUREG REPORT

INSTRUCTIONS

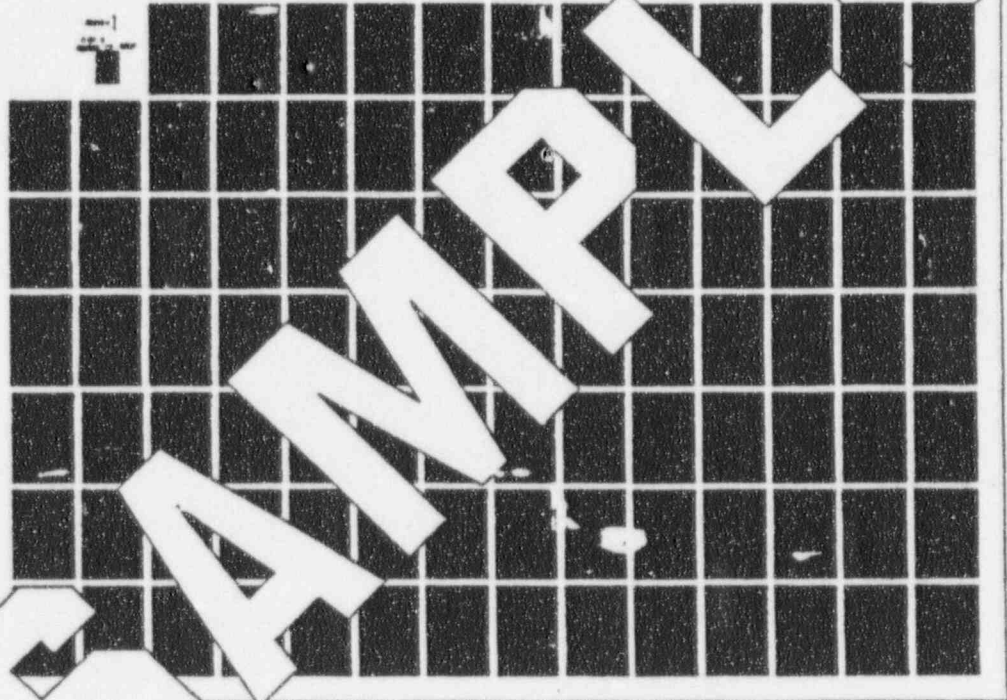
NRC FORM 335, BIBLIOGRAPHIC DATA SHEET, IS BASED ON GUIDELINES FOR FORMAT AND PRODUCTION OF SCIENTIFIC AND TECHNICAL REPORTS, ANSI Z39.18-1987 AVAILABLE FROM AMERICAN NATIONAL STANDARDS INSTITUTE, 1430 BROADWAY, NEW YORK, NY 10018. EACH SEPARATELY BOUND REPORT—FOR EXAMPLE, EACH VOLUME IN A MULTIVOLUME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

1. **REPORT NUMBER.** Each individually bound report must carry a unique alphanumeric designation (NUREG) assigned by the Regulatory Publications Branch, Division of Freedom of Information and Publications Services, in accordance with American National Standard ANSI Z39.23-1983, Standard Technical Report Number (STRN). Use uppercase letters, Arabic numerals, slashes, and hyphens only, as in the following examples: NUREG-0100, NUREG/CP-0010, NUREG/CR-0100, and NUREG/BR-0010. For reports in a series add Vol., Supp., Rev., and Addendum, when necessary. Add contractor cross-reference identification number (if any) below NUREG-series number, e.g., PNL-XXXX, SANDXX-XXXX, SAI-XXXX.
2. **TITLE AND SUBTITLE.** Title should indicate clearly and briefly the subject (coverage) of the report; including any subtitle to the main title. When a report is prepared in more than one volume, repeat the primary title, add volume number and include subtitle for the specific volume. Use upper and lower case letters, but capitalize computer code names. Do not use acronyms and initialisms in titles; may be added in parenthesis.
3. **DATE REPORT PUBLISHED.** Each report must carry a date indicating month and year published.
4. **FIN OR GRANT NUMBER.** Insert the FIN or grant number under which report was prepared.
5. **AUTHOR(S).** Give name(s) in conventional order (e.g., John R. Doe, J. Robert Doe). List author's affiliation if it is different from the performing organization.
6. **TYPE OF DRT.** State draft, final, preliminary, topical, technical, regulatory, annual, quarterly, etc.
7. **PERIOD COVERED.** Add inclusive dates.
8. **PERFORMING ORGANIZATION NAME AND MAILING ADDRESS.** Give name, street, city, state, and ZIP code. List no more than two levels of an organizational hierarchy. Display the name of the organization exactly as follows: Division, Office, Organization or Government agency, and address.
9. **SPONSORING ORGANIZATION.** If NRC, type "Same as above"; if contractor, provide NRC Division, Office or Region, U.S. Nuclear Regulatory Commission, and mailing address.
10. **SUPPLEMENTARY NOTES.** Enter information not included elsewhere but useful, such as: Prepared in cooperation with ... Presented at conference of ... To be published ... Docket No. ... When a report is revised, indicate whether the new report supersedes or supplements the older report.
11. **ABSTRACT.** Include a brief (200 words or less) factual summary of the most significant information contained in the report. If the report contains a significant bibliography or literature survey or multiple volumes, mention it here. Abstract is to be prepared by author or project manager.
12. **KEY WORDS/DESCRIPTORS.** Select from the Energy Data Base Subject Thesaurus, DOE/TIC-700R R-5, the proper authorized terms that identify the major concept of the research and are sufficiently specific and precise to be used as index entries for cataloging.
13. **AVAILABILITY STATEMENT.** Denote public releasability, for example "unlimited", or limitation for reasons other than security.
14. **SECURITY CLASSIFICATION.** Enter U.S. Security Classification in accordance with U.S. Security Regulations (i.e., unclassified).
15. **NUMBER OF PAGES.** Leave blank. (Added by NTIS)
16. **PRICE.** Leave blank. (Added by NTIS)

U.S. GOVERNMENT PRINTING OFFICE: 1989 O-961-854

Exhibit 3

Microfiche Sheet Sample

NUREG/CR-XXXX CONTRACTOR ID NO. CLASSIFICATION	DESCRIPTION OF MICROFICHE (e.g., Appendix A) CONTRACTOR NAME (Optional)	PUBLICATION DATE 8J of 03 (Sheet ID)
		

CONTRACT PRICING PROPOSAL COVER SHEET
(Cost or Pricing Data Required)

1. SOLICITATION/CONTRACT/MODIFICATION NUMBER

OMB No.: 9000-0013
Expires: 09/30/98

Public reporting burden for this collection of information is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (VRS), Office of Federal Acquisition Policy, GSA, Washington, DC 20405.

2a. NAME OF OFFEROR			3a. NAME OF OFFEROR'S POINT OF CONTACT		3c. TELEPHONE	
2b. FIRST LINE ADDRESS			3b. TITLE OF OFFEROR'S POINT OF CONTACT		AREA CODE	NUMBER
2c. STREET ADDRESS			4. TYPE OF CONTRACT ACTION (Check)			
2d. CITY			2e. STATE		2f. ZIP CODE	
5. TYPE OF CONTRACT (Check)			a. NEW CONTRACT		d. LETTER CONTRACT	
<input type="checkbox"/> FFP <input type="checkbox"/> CPFF <input type="checkbox"/> CPF <input type="checkbox"/> CPAF <input type="checkbox"/> FPI <input type="checkbox"/> OTHER (Specify)			b. CHANGE ORDER		e. UNPRICED ORDER	
			c. PRICE REVISION/REDETERMINATION		f. OTHER (Specify)	
			6. PROPOSED COST (A + B = C)			
			A. COST		B. PROFIT/FEE	C. TOTAL

7. PERFORMANCE

PLACE	a.		PERIOD	a.	
	b.			b.	

8. List and reference the identification, quantity and total price proposed for each contract line item. A line item cost breakdown supporting this recap is required unless otherwise specified by the Contracting Officer. (Continue on reverse, and then on plain paper, if necessary. Use same headings.)

a. LINE ITEM NO.	b. IDENTIFICATION	c. QUANTITY	d. TOTAL PRICE	e. PROP. REF. PAGE

9. PROVIDE THE FOLLOWING (If available)

NAME OF CONTRACT ADMINISTRATION OFFICE			NAME OF AUDIT OFFICE		
STREET ADDRESS			STREET ADDRESS		
CITY		STATE	ZIP CODE	CITY	
TELEPHONE		AREA CODE	NUMBER	TELEPHONE	
AREA CODE		NUMBER	AREA CODE		NUMBER

10. WILL YOU REQUIRE THE USE OF ANY GOVERNMENT PROPERTY IN THE PERFORMANCE OF THIS WORK? (If "yes" identify)	11a. DO YOU REQUIRE GOVERNMENT CONTRACT FINANCING TO PERFORM THIS PROPOSED CONTRACT? (If "yes," complete item 11b)	11b. TYPE OF FINANCING (Check one)
<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> ADVANCE PAYMENT <input type="checkbox"/> PROGRESS PAYMENTS <input type="checkbox"/> 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 item(s), contract number(s) and contract number(s) on reverse of form.)	13. IS THIS PROPOSAL CONSISTENT WITH YOUR ESTABLISHED ESTIMATING AND ACCOUNTING PRACTICES AND PROCEDURES AND FAR PART 31, COST PRINCIPLES? (If "no," explain on reverse of form)
<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO

14. COST ACCOUNTING STANDARDS BOARD (CASB) DATA (Public Law 91-379 as amended and FAR PART 30)

a. WILL THIS CONTRACT ACTION BE SUBJECT TO CASB REGULATIONS? (If "No," explain in proposal)	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)
<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
c. HAVE YOU BEEN NOTIFIED THAT YOU ARE OR MAY BE IN NONCOMPLIANCE WITH YOUR DISCLOSURE STATEMENT OR COST ACCOUNTING STANDARDS? (If "Yes," explain in proposal)	d. IS ANY ASPECT OF THIS PROPOSAL INCONSISTENT WITH YOUR DISCLOSED PRACTICES OR APPLICABLE COST ACCOUNTING STANDARDS? (If "Yes," explain in proposal)
<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO

This proposal is submitted in response to the solicitation, contract, modification, etc., in item 1 and reflects our estimates and/or actual costs as of the date and conforms with the instructions in FAR 15.804-6(b)(1), and Table 15-2. By submitting this proposal, the offeror, if selected for negotiation, grants the contracting officer and authorized representative(s) the right to examine, at any time before award, those records, which include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or any other form, or whether such supporting information is specifically referenced or included in the proposal as the basis for pricing that will permit an adequate evaluation of the proposed price.

15. NAME OF OFFEROR (Type)	16. TITLE OF OFFEROR (Type)	16. NAME OF FIRM
17. SIGNATURE		18. DATE OF SUBMISSION

TABLE 15-2 INSTRUCTIONS FOR SUBMISSION OF A CONTRACT PRICING PROPOSAL WHEN COST OR PRICING DATA ARE REQUIRED

The SF 1411 provides a cover sheet for use by offerors to submit to the Government a pricing proposal of estimated and/or actual costs only when cost or pricing data are required.

1. The pricing proposal shall be segregated by contract line item with sufficient detail to permit cost analysis. Attach cost-element breakdowns, using the applicable formats prescribed in Item 8A, B, or C of this section, for each proposed line item. These breakdowns must conform to the instructions in the solicitation and any specific requirements established by the contracting officer. Furnish supporting breakdowns for each cost element, consistent with the 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.). Include raw materials, parts, components, assemblies, and services to be produced or performed by others. For all items proposed, identify the item and show the source, quantity, and price.

Competitive Methods—For those acquisitions (e.g., subcontracts, purchase orders, material orders, etc.) exceeding the pertinent threshold set forth at 15.804-2(a)(1) priced on a competitive basis, also provide data showing degree of competition, and the basis for establishing the source and reasonableness of price. For interorganizational transfers priced at other than cost of the comparable competitive commercial work of the division, subsidiary, or affiliate of the contractor, explain the pricing method (see 31.205-26(e)).

Established Catalog or Market Prices or Prices Set by Law or Regulation or Commercial Item Not Covered By Another Exception—When an exception from the requirement to submit cost or pricing data is requested, whether the item was produced by others or by the offeror, provide justification for the exception as required by 15.804-1(d).

Noncompetitive Methods—For those acquisitions (e.g., subcontracts, purchase orders, material orders, etc.) exceeding the pertinent threshold set forth at 15.804-2(a)(1) priced on a noncompetitive basis, also provide data showing the basis for establishing source and reasonableness of price. For standard commercial items fabricated by the offeror that are generally stocked in inventory, provide a separate cost breakdown if priced based on cost. For interorganizational transfers priced at cost, provide a separate breakdown of cost by elements. As required by 15.806-2(a), provide a copy of cost or pricing data submitted by the prospective source in support of each subcontract, or purchase order that is either: (i) \$1,000,000 or more, or (ii) both more than the pertinent threshold set forth in 15.804-2(a)(1)(iii) and (iv) and more than 10 percent of the prime contractor's proposed price. The contracting officer may require submission of cost or pricing data in support of proposals in lower amounts. Submit the results of the analysis of the prospective source's proposal as required by 15.806. When the submission of a prospective source's cost or pricing data is required as described above, it shall be included as part of the offeror's initial pricing proposal.

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 a 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

FEDERAL ACQUISITION REGULATION (FAR)

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 a full identification and explanation of them. When any of the costs in this column have already been incurred, describe them on an attached supporting schedule.

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 cut off 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 parentheses. 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 show how the costs would be allocated to the units at their various stages 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.

CONTRACTOR SPENDING PLAN - INSTRUCTIONS

The Contractor Spending Plan (CSP) is an important tool for projecting and tracking contract costs and progress each task under the contract.

Applicability

The Nuclear Regulatory Commission (NRC) requires that the CSP be completed for cost reimbursement contracts when the award amount is expected to exceed \$100,000 and the period of performance is expected to exceed 6 months. For task order type contracts, a CSP is required when an individual cost reimbursement task order is expected to exceed the above thresholds. When a contract or task order modification increases the contract or task order amount of a cost reimbursement contract or task order to over \$100,000 and the period of performance from the effective date of the modification to the contract or task order expiration exceeds 6 months, a CSP is required for all contract work to be performed after the effective date of the modification.

Submission

1. A CSP is required:
 - a. as part of the cost proposal for a cost reimbursement contract or individual task order, or modification to a contract or task order which meets the above thresholds;
 - b. as part of the Best and Final Offer (if requested) as a result of negotiations;
2. Updated CSP information is required on a monthly basis or as approved by the CO as part of the "Financial Status Report" (Ref: Section F.3, "Financial Status Report").

Format

The attached CSP sample format may be duplicated and used by the Contractor, or modified to permit more accurate reporting or to meet other needs of the contractor. For instance, the sample format provides spaces to report projected costs for 12 months, but the contractor may wish to alter the sample format for shorter or longer contract/task order periods. The contractor may also wish to alter the sample format for ease of typing or automated production. So long as complete information is provided on actual and projected costs or accomplishments, changes to the format to improve relevance to the circumstances are encouraged.

It is up to the discretion of the offeror to determine the appropriate level of cost detail to be presented based on the complexity of the effort. This plan reflects only the minimum requirements for submission of cost details which will be considered for completeness, reasonableness, and as a measure of effective management of the effort. The Contracting Officer reserves the right to request additional cost information, if deemed necessary.

SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS
AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN

Date _____

CONTRACTOR: _____

ADDRESS: _____

SOLICITATION OR CONTRACT NUMBER: _____

ITEM/SERVICE: _____

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

1. (a) The following percentage goals (expressed in terms of a percentage of total planned subcontracting dollars) are applicable to the contract cited above or to the contract awarded under the solicitation cited.
 - (i) Small Business concerns: _____% of total planned subcontracting dollars under this contract will go to subcontractors who are small business concerns.
 - (ii) Small Disadvantaged Business Concerns: _____% of total planned subcontracting dollars under this contract will go to subcontractors who are small business concerns owned and controlled by socially and economically disadvantaged individuals. This percentage is included in the percentage shown under 1.(a)(i), above, as a subset.
- (b) The following dollar values correspond to the percentage goals shown in (a) above.
 - (i) Total dollars planned to be subcontracted to small business concerns: \$ _____.
 - (ii) Total dollars planned to be subcontracted to small disadvantaged business concerns: \$ _____. This dollar amount is included in the amount shown under 1.(b)(i), above, as a subset.
 - (iii) Same as above for women-owned small businesses.

- (c) The total estimated dollar value of all planned subcontracting (to all types of business concerns) under this contract is
\$ _____.
- (d) The following principal products and/or services will be subcontracted under this contract, and the distribution among small and small disadvantaged business concerns is as follows:
- (Products/services planned to be subcontracted to small business concerns are identified by * - To small disadvantaged business concerns by **)
-
-

(ATTACHMENT MAY BE USED IF ADDITIONAL SPACE IS REQUIRED)

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

- (f) Indirect and overhead costs (check on low):
- have been have not been
included in the goals specified in 1(a) and 1(b)

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

2. The following individual will administer the subcontracting program:

Name: _____

Address & Telephone: _____

Title: _____

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

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

- (a) Developing and maintaining bidders' lists of small and small disadvantaged business concerns from all possible sources.
- (b) Ensuring that procurement packages are structured to permit small and small disadvantaged business concerns to participate to the maximum extent possible.
- (c) Assuring inclusion of small and SDB concerns in all solicitations for products or services which they are capable of providing.
- (d) Reviewing solicitations to remove statements, clauses, etc., which may tend to restrict or prohibit SB and SDB participation.
- (e) Ensuring periodic rotation of potential subcontractors on bidders' lists.
- (f) Ensuring that the bid proposal review board documents its reasons for not selecting low bids submitted by small and small disadvantaged business concerns.
- (g) Ensuring the establishment and maintenance of records of solicitations and subcontract award activity.
- (h) Attending or arranging for attendance of company counsellors at Business Opportunity Workshops, Minority Business Enterprise Seminars, Trade Fairs, etc.
- (i) Conducting or arranging for conduct of motivational training for purchasing personnel pursuant to the intent of P.L. 95-507.
- (j) Monitoring attainment of proposed goals.

- (k) Preparing and submitting periodic subcontracting reports required.
- (l) Coordinating contractor's activities during the conduct of compliance reviews by Federal agencies.
- (m) Coordinating the conduct of contractor's activities involving its small and small disadvantaged business subcontracting program.
- (n) Additions to (or deletions from) the duties specified above are as follows:

- 3. The following efforts will be taken to assure that small and small disadvantaged business concerns will have an equitable opportunity to compete for subcontracts:
 - (a) Outreach efforts will be made as follows:
 - (i) Contacts with minority and small business trade associations
 - (ii) Contacts with business development organizations
 - (iii) Attendance at small and minority business procurement conferences and trade fairs
 - (iv) Sources will be requested from SBA's PASS system.
 - (b) The following internal efforts will be made to guide and encourage buyers:
 - (i) Workshops, seminars and training programs will be conducted
 - (ii) Activities will be monitored to evaluate compliance with this subcontracting plan.
 - (c) Small and small disadvantaged business concerns source lists, guides and other data identifying small and small disadvantaged business concerns will be maintained and utilized by buyers in soliciting contracts.

(d) Additions to (or deletions from) the above listed efforts are as follows:

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

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

Signed: _____

Typed Name: _____

Title: _____

Date: _____

Plan Accepted By: _____
Contracting Officer

Date: _____

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

ACH VENDOR/MISCELLANEOUS PAYMENT ENROLLMENT FORM

OMB No. 1510-0056
Expiration Date 06/30/93

This form is used for Automated Clearing House (ACH) payments with an addendum record that contains payment-related information processed through the Vendor Express Program. Recipients of these payments should bring this information to the attention of their financial institution when presenting this form for completion.

PRIVACY ACT STATEMENT

The following information is provided to comply with the Privacy Act of 1974 (P.L. 93-579). All information collected on this form is required under the provisions of 31 U.S.C. 3322 and 31 CFR 210. This information will be used by the Treasury Department to transmit payment data, by electronic means, to vendor's financial institution. Failure to provide the requested information may delay or prevent the receipt of payments through the Automated Clearing House Payment System.

AGENCY INFORMATION

FEDERAL PROGRAM AGENCY

U.S. NUCLEAR REGULATORY COMMISSION

AGENCY IDENTIFIER

NRC

AGENCY LOCATION CODE (ALC):

31000001

ACH FORMAT:

 CCD+ CTX CTP

ADDRESS

DIVISION OF ACCOUNTING AND FINANCE, MAIL STOP T-9 H4

WASHINGTON, DC 20555-0001

CONTACT PERSON NAME

FINANCIAL OPERATIONS SECTION

TELEPHONE NUMBER

(301) 415 - 7520

PAYEE/COMPANY INFORMATION

NAME

SSN NO. OR TAXPAYER ID NO.

ADDRESS

CONTACT PERSON NAME:

TELEPHONE NUMBER:

()

FINANCIAL INSTITUTION INFORMATION

NAME

ADDRESS

ACH COORDINATOR NAME:

TELEPHONE NUMBER:

()

NINE-DIGIT ROUTING TRANSIT NUMBER:

DEPOSITOR ACCOUNT TITLE:

DEPOSITOR ACCOUNT NUMBER:

LOCK BOX NUMBER:

ACH FORMAT:

 CHECKING SAVINGS LOCK BOX

SIGNATURE AND TITLE OF AUTHORIZED OFFICIAL:

TELEPHONE NUMBER:

()

Instructions for Completing SF 3881 Form

1. Agency Information Section -- Federal agency prints or types the name and address of the Federal Program agency originating the vendor/miscellaneous payment, agency identifier, agency location code, contact person name and telephone number of the agency. Also, the appropriate box for ACH format is checked.
2. Payee/Company Information Section -- Payee prints or types the name of the payee/company and address that will receive ACH vendor/miscellaneous payments, social security or taxpayer ID number, and contact person name and telephone number of the payee/company. Payee also verifies depositor account number, account title, and type of account entered by your financial institution in the Financial Institution Information Section.
3. Financial Institution Information Section -- Financial institution prints or types the name and address of the payee/company's financial institution who will receive the ACH payment, ACH coordinator name and telephone number, nine-digit routing transit number, depositor (payee/company) account title and account number. Also, the box for type of account is checked, and the signature, title, and telephone number of the appropriate financial institution official are included.

Burden Estimate Statement

The estimated average burden associated with this collection of Information is 15 minutes per respondent or record keeper, depending on individual circumstances. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Financial Management Service, Facilities Management Division, Property and Supply Branch, Room B-101, 3700 East-West Highway, Hyattsville, MD 20782, and the Office of Management and Budget, Paperwork Reduction Project (1510-0056), Washington, DC 20503.

ELECTRONIC FUNDS TRANSFER

ADDENDA SAMPLES

Remember...ACH addenda records can be up to 94 characters long. The first 3 positions are "705". The next 80 positions are available to provide information about the payment. The last 11 positions are reserved for the special addendum sequence number (4 positions) and the entry detail sequence number (7 positions). Below are sample addenda records that you will receive:

Sample 1 LATE INVOICE PAYMENT with Prompt Pay Interest Penalty Notice

705RMT*IV*01234*****Includes Interest of \$25.00 at 12% for 6 days\00019876543

where, *RMT* is ANSI Segment Identifier Code for Remittance Advice
 *** separates the data elements; multiple *** indicate intermediate data elements not used in the segment
 IV is ANSI Reference Number Qualifier Code for Seller's Invoice Number
 01234 (Reference Number) represents the seller invoice number
 Includes Interest of ... (Description) clarifies the related data elements and their content
 ^ terminates the segment

Sample 2 UTILITY PAYMENT

705RMT*CR*9999.999999\00019876544

where, *CR* is ANSI Reference Number Qualifier Code for Customer Reference Number
 9999.999999 represents the customer reference number

Sample 3 CONTRACT PAYMENT

705RMT*CT*7890987\00019876545

where, *CT* is ANSI Reference Number Qualifier Code for Contract Number
 7890987 represents the contract number

Sample 4 LOCKBOX PAYMENT

705RMT*IV*12345\REF*LB*269\00019876546

where, *12345* represents the invoice number
 REF is ANSI Segment Identifier Code for Reference Numbers
 LB is ANSI Reference Number Qualifier Code for Lockbox
 269 represents the lockbox number

Sample 5 INVOICE PAYMENT (DATED)

705RMT*IV*43265\DTM*003*891227\00019876547

where, *43265* represents the invoice number
 DTM is ANSI Segment Identifier Code for Date/Time Reference
 003 is ANSI Date/Time Qualifier Code for Invoice
 891227 (Date) represents the invoice date, formatted *YYMMDD*

PROCEDURES FOR RESOLVING NRC CONTRACTOR
DIFFERING PROFESSIONAL VIEWS

The Nuclear Regulatory Commission's (NRC) policy is to support the expression of professional health and safety related concerns associated with the contractors' work for NRC that may differ from a prevailing staff view, an NRC decision or policy position, proposed or established agency practices or similar considerations. The following procedure provides for the expression and resolution of differing professional views (DPVs) of health and safety related concerns of NRC contractors and contractor personnel on matters connected to the subject of the contract. The NRC may authorize up to eight reimbursable hours for the contractor to document in writing a DPV by the contractor, the contractor's personnel, or subcontractor personnel. Subcontractor DPVs shall be submitted through the prime contractor. The prime contractor or subcontractor shall submit all DPV's received but need not endorse them. In the event sufficient funds are not available under the contract, the contractor shall first obtain authorization from the Contracting Officer providing sufficient funds to cover the cost of preparing the DPV. With the exception of the above specified payment for eight hours work on a DPV, the contractor shall not be entitled to any additional compensation or additional work under its contract by virtue of the DPV submission.

Contract funds shall not be authorized to document an allegation in the following instances where the use of this NRC contractor DPV process is inappropriate. This process shall not be used for allegations of wrongdoing which should be addressed directly to the NRC Office of the Inspector General (OIG); issues submitted anonymously; issues that are deemed by NRC to be frivolous or otherwise not in accordance with the policy underlying these procedures; or issues raised which have already been considered, addressed, or rejected, absent significant new information. Note that this procedure does not provide anonymity. Individuals desiring anonymity should contact the NRC Office of the Inspector General or submit the information under NRC's Allegation Program, as appropriate.

Each DPV shall be submitted in writing and will be evaluated on its own merits.

DPV PROCEDURE

When required, the contractor shall initiate the DPV process by submitting a written statement directly to the NRC Office Director or Regional Administrator responsible for the contract, with a copy to the Contracting Officer, Division of Contracts, Office of Administration.

The DPV, while being brief, shall contain the following as it relates to the subject matter of the contract:

- a summary of the prevailing NRC view, existing NRC decision or stated position, or the proposed or established NRC practice.
- a description of the submitter's views and how they differ from any of the above items.
- the rationale for the submitter's views, including an assessment based on risk, safety and cost benefit considerations of the consequences should the submitter's position not be adopted by NRC.

The Office Director or Regional Administrator will immediately forward the submittal to the NRC DPV Review Panel and acknowledge receipt of the DPV, ordinarily within five (5) calendar days of receipt.

The panel will normally review the DPV within seven calendar days of receipt to determine whether enough information has been supplied to undertake a detailed review of the issue.

Typically, within 30 calendar days of receipt of the necessary information to begin a review, the panel will provide a written report of its findings to the Office Director or Regional Administrator and to the Contracting Officer, which includes a recommended course of action.

The Office Director or Regional Administrator will consider the DPV Review Panel's report, make a decision on the DPV and provide a written decision to the contractor and the Contracting Officer normally within seven calendar days after receipt of the panel's recommendation.

Subsequent to the decision made regarding the DPV Review Panel's report, a summary of the issue and its disposition will be included in the NRC Weekly Information Report submitted by the Office Director. The DPV file will be retained in the Office or Region for a minimum of one year thereafter. For purposes of the contract, the DPV shall be considered a deliverable under the contract. Based upon the Office Director or Regional Administrator's report, the matter will be closed.